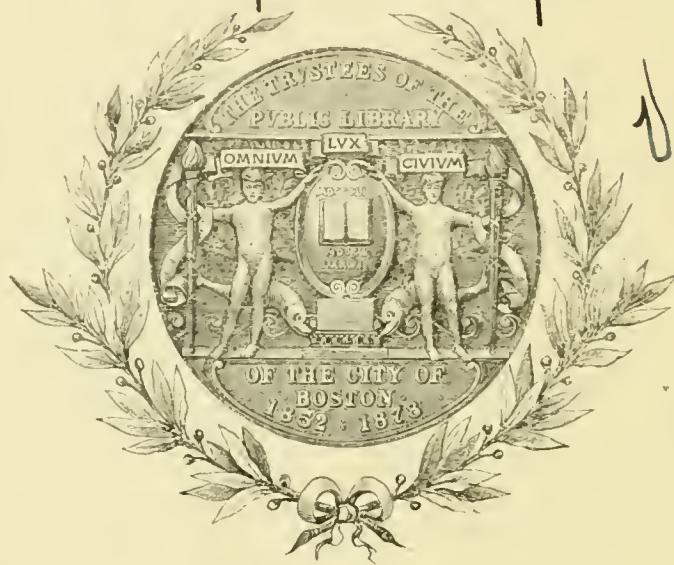


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V.1

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

HEARINGS
BEFORE A
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR
HOUSE OF REPRESENTATIVES
EIGHTIETH CONGRESS
FIRST SESSION
PURSUANT TO
H. Res. 111
(80th Congress)

VOLUME 1

HEARINGS HELD AT LOS ANGELES, CALIF.
AUGUST 11, 12, 13, 14, 18, 19, 20, 22, 25, 26, 27, 28, 29, 30,
SEPTEMBER 2 AND 3, 1947

Printed for the use of the Committee on Education and Labor



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MOTION-PICTURE INDUSTRY

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80TH CONGRESS
1ST SESSION

H. Res. 111

IN THE HOUSE OF REPRESENTATIVES

FEBRUARY 21, 1947

Mr. Allen of Illinois, from the Committee on Rules, reported the following resolution; which was referred to the House Calendar and ordered to be printed

FEBRUARY 26, 1947.—Agreed to

RESOLUTION

Resolved, That the Committee on Education and Labor, acting as a whole or by subcommittee, is authorized and directed to conduct thorough studies and investigations relating to matters coming within the jurisdiction of such committee under rule XI (1) (g) of the Rules of the House of Representatives, and for such purposes the said committee or any subcommittee thereof is hereby authorized to sit and act during the present Congress at such times and places within the United States, whether the House is in session, has recessed, or has adjourned, to hold such hearings, and to require by subpena or otherwise the attendance and testimony of such witnesses and the production of such books, records, correspondence, memoranda, papers, and documents, as it deems necessary. Subpenas may be issued over the signature of the chairman of the committee or any member of the committee designated by him, and may be served by any person designated by such chairman or member. The chairman of the committee or any member thereof may administer oaths to witnesses.

That the said committee shall report to the House of Representatives during the present Congress the results of their studies and investigations with such recommendations for legislation or otherwise as the committee deems desirable.

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JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

MONDAY, AUGUST 11, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 10 a. m., in room 324, United States Post Office Building and Courthouse, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Mr. KEARNS. The hearing will come to order, and I would like to make this opening statement. It was originally planned to commence this hearing with certain public witnesses, with the idea that the committee might secure as quickly as possible an over-all view of the Hollywood jurisdictional strife from an impartial point of view. Since arriving in Los Angeles we have had so many conflicting reports with respect to the real issues which are involved that the committee has decided to hear industry witnesses first, and, if possible, to follow those witnesses with the local labor leaders and complainants of the warring factions in Hollywood. It seems to me that it will be better to have the public witnesses follow rather than go before industry and labor. In this way, it is hoped, we will be able to secure a more impartial summary of the facts by the public witnesses.

Now, I want this hearing to be conducted in a most orderly fashion, so that we can expedite our job here as much as possible, and I am going to ask the wholehearted cooperation of all the witnesses and members of the various organizations, and their friends, and the interested public that attend these hearings, so that you might have an over-all picture that this is not a trial, but an investigation. I want you to understand that the counsel for either industry, or any of the labor organizations, or the public, will have an opportunity to have questions asked, but only by following this procedure:

As you will note, there will be counsel surrounding the committee's counsel, Mr. Irving G. McCann, at the counsel table; and when the counsel wish to have the witness questioned, they will write out the question and submit it to the secretary, Mrs. Locher, and she will pass the question on to the committee's counsel, who will ask the witness the question tendered by the counsel of the interested groups.

I also want to request that all those in the hearing room refrain from any expression of sentiment during this hearing, because you must bear in mind at all times that we must be impartial and we do not want any expressions by those attending the hearing to have any influence upon the testimony. I hope that all in the courtroom will obey the signs, "Positively no smoking," and we will proceed at once with the witness.

Mr. McCANN has an announcement to make, and then we will call the first witness. Mr. McCANN.

Mr. McCANN. Mr. Chairman, I would like for the record to show that Messrs. Barry Price, Maurice Benjamin, and Burton A. Zorn are appearing today as counsel for the Motion Picture Producers, and that Mr. Michael Luddy is appearing as counsel for the IATSE, and Mr. Zach Cobb as counsel for the carpenters. If there is anyone else in the room who purports to represent any other party in interest, I wish they would make themselves known at this time.

Mr. Chairman, the first witness will be Mr. B. B. Kahane, vice president of Columbia Pictures Corp.

Mr. KEARNS. Mr. Kahane, will you please raise your right hand? Do you solemnly swear that the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. KAHANE. I do.

TESTIMONY OF B. B. KAHANE, VICE PRESIDENT, COLUMBIA PICTURES CORP., LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your full name?

Mr. KAHANE. Benjamin B. Kahane.

Mr. McCANN. Where do you reside?

Mr. KAHANE. Beverly Hills, Calif.

Mr. McCANN. What official position, if any, do you hold?

Mr. KAHANE. I am vice president of Columbia Pictures Corp.

Mr. McCANN. Please state for the record your telephone number?

Mr. KAHANE. Home?

Mr. McCANN. Home and place of business.

Mr. KAHANE. Home, Crestview 6-7758; office, Hollywood 3181.

Mr. McCANN. How long have you been in motion pictures?

Mr. KAHANE. Since 1920.

Mr. McCANN. How long have you been a vice president of Columbia Pictures Corp.?

Mr. KAHANE. Eleven years.

Mr. McCANN. I note that in the memorandum which has been furnished me you are referred to as chairman of the subcommittee of the producers' labor committee, which subcommittee was in active charge of negotiations during the recent strikes and jurisdictional troubles in Hollywood; is that correct?

Mr. KAHANE. Well, I assumed to act as spokesman or chairman for the committee for a few years.

Mr. McCANN. Tell the chairman exactly what your status is, whether you just assumed something or whether you actually held an official position as chairman of a subcommittee.

Mr. KAHANE. There was never any official position created, because it was necessary or advisable to have a spokesman or chairman at meetings and I was selected more frequently than the others, so I assumed to act almost entirely during the critical negotiations in 1945 and '46.

Mr. McCANN. Now, tell us just what the organizational set-up of the industry was within which you became an acting chairman of a subcommittee.

Mr. KAHANE. There are approximately 10 major producing companies in Hollywood. Their problems are pretty much the same when it comes to dealing with the 40 different guilds and unions that we deal with. We accordingly met and discussed our common problems.

Mr. McCANN. Whom do you mean by "we"?

Mr. KAHANE. Representatives—executives usually—representatives of the various motion-picture producers—Metro-Goldwyn Mayer, Loew's, Warner Bros., Universal, RKO, Republic Pictures, Twentieth Century-Fox.

Mr. McCANN. When this first problem developed in 1945, let us say—the jurisdictional strike—tell us briefly what was done by this committee at that time. Were there representatives of all of those 10 majors who got together and they designated you as the chairman of their group for negotiation purposes? State just what the facts are.

Mr. KAHANE. If you mean when the trouble commenced—you mean the set decorators trouble in early 1945?

Mr. McCANN. Yes.

Mr. Chairman, I move that the doors be closed to any further admissions. I think the room is becoming entirely too crowded for the conduct of the hearing.

Mr. KEARNS. Well, after the conclusion of each witness' testimony we can reopen the doors. Some may want to leave, Mr. Counsel, and come back again, and some of the press may still be on their way.

Mr. McCANN. I would like to make an exception in the case of the photographers coming in and out and all the newsmen, but otherwise I think we should exclude any further representatives of the public.

Do you recall the question that was asked, Mr. Kahane?

Mr. KAHANE. Yes; I do.

Mr. McCANN. All right, proceed.

Mr. KAHANE. I think it was just as informal as this, that they said, "We are going to meet with the actors today," or "We are going to meet with the IATSE group, and we want to have somebody to act as spokesman, and will you do it" and I said I would, and that was that.

Mr. McCANN. How many years have you been acting as spokesman for the employers' group, do you remember?

Mr. KAHANE. I would say from about January 1945 until January 1947.

Mr. McCANN. You have a prepared statement, I believe, do you not, Mr. Kahane?

Mr. KAHANE. Yes, sir.?

Mr. McCANN. Will you proceed? Do you want to read that statement or do you want to make an oral statement?

Mr. KAHANE. I think it would be better if I read it. It is quite long.

Mr. McCANN. Do you object to being interrupted in case we have any questions to ask while you are reading it?

Mr. KAHANE. I do not.

Mr. McCANN. Proceed.

Mr. KAHANE. Labor strife in Hollywood stems from jurisdictional conflicts between rival unions of the American Federation of Labor. This has been true almost from the inception of the industry. It is true today.

Not because of any questions as to wages, hours, or working conditions, but solely because of jurisdictional disputes, tension, arguments, and bitterness have been almost continuous, work stoppages and interruptions have been frequent, and bitter and costly strikes have occurred.

The experience has been extremely costly to all concerned, interruptions and delays have cost the studios untold millions of dollars, and employees of all groups have from time to time suffered enormous loss of wages while disputes remained unsettled.

The evils of the situation are dramatically emphasized when it is recalled that for 20 out of the last 30 months a large group of our oldest and most skilled employees have been absent from their jobs by reason of a jurisdictional dispute which has cost them millions of dollars in wages.

Mr. McCANN. To what group do you refer in that statement?

Mr. KAHANE. I refer to all those of the striking group.

Mr. McCANN. But you don't have any particular specific group in mind? Are you referring to the members of the different studio unions, are you referring to the carpenters and painters, or members of the Conference of Studio Unions, or do you have some other union in mind?

Mr. KAHANE. No; I have in mind those who were members of the Conference of Studio Unions who refused to pass picket lines established by those strikers.

Mr. McCANN. And there were some members, as I judge from voluminous records that have been furnished to me, even in the IATSE group who refused to pass the picket lines; is that not correct?

Mr. KAHANE. Yes; latterly one of the members of the IATSE group refused to.

Mr. McCANN. All right, proceed.

Mr. KEARNS. I have one further question, too, for the record. This is a very important issue here in your testimony. You say that none of these disputes are over wages, hours, or working conditions. In other words, those have all been negotiated satisfactorily and there is no dispute over those items?

Mr. KAHANE. That is correct.

Mr. KEARNS. Go on.

Mr. KAHANE. Family quarrels are notoriously the most bitter. During the 30-week strike of 1945 and during the current strike that started last September there have been bombing of homes, property destruction, and physical violence.

Mr. McCANN. May I stop you right there?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Have there been any convictions in this jurisdiction for the bombing of any homes?

Mr. KAHANE. I do not know that there have been.

Mr. McCANN. Have there been any convictions for property destruction?

Mr. KAHANE. I believe so, but I think that some of the other witnesses are qualified to give you the facts and figures as to all the arrests that have been made and the disposition of those cases.

Mr. McCANN. Who is the best witness to give us information with respect to the criminal acts which have been committed?

Mr. KAHANE. I would say that Mr. Fred Meyer of Twentieth Century-Fox will be able to tell you that fully.

Mr. McCANN. Is Mr. Meyer present?

Mr. KAHANE. Yes, sir.

Mr. McCANN. I will ask Mr. Meyer to qualify himself as soon as possible to discuss that matter. Proceed, sir.

Mr. KAHANE. The producers had only two alternatives: to operate their studios as best they could under such strike conditions, or to close down the studios entirely, throwing out of work some 30,000 employees, most of whom had no interest in the controversy, and the producers themselves facing a staggering and crippling loss—possibly bankruptcy.

They chose to fight to keep the studios in operation.

Industry is helpless in such a jurisdictional dispute.

The controversy is not of industry's making, nor is its settlement within industry's control. The issue simply is this: Who does what work, and who pays dues to whom. That is an issue solely between unions. It is not an issue between the unions and us.

It is trite but true to say that industry is caught in the middle. If it exerts particular activity to settle the dispute, it finds itself in the position of the innocent bystander who intervenes in a violent family quarrel. His fate is traditional.

The producers have long begged labor to settle these problems which have plagued the industry. They have encouraged every suggestion for workable arbitration procedures. They have offered to cooperate in every way in setting up and maintaining continuous arbitration machinery, and once offered to pay all the expenses involved.

We have learned through long experience that jurisdictional disputes cannot be settled on the level of the locals. We have learned by long experience that the A. F. of L. cannot compel such settlements between its autonomous internationals.

Only the international unions involved can permanently settle the jurisdictional disputes and assure peace in the industry.

All that the producers want is labor peace and the freedom to operate. They welcome and will support fully any effort to bring about an end to this costly, senseless, jurisdictional fighting among unions over who should do what work in the studios.

The investigations of this committee offer us one further hope. If this committee, by invoking public opinion, by using its good offices, by seeking legislation, or by any other means, can succeed in resolving these continuous jurisdictional problems so that our studios can operate normally and our employees can remain at work, it will have made one of the greatest contributions for good in the history of American labor relations.

In order to assist the committee in its investigations into a very complex problem, the producers have prepared the following statement, tracing in some detail the history of the jurisdictional disputes which have been most acute in the past 2 or 3 years.

It should be emphasized that our troubles have nothing to do with wages, hours, or working conditions. Our employees are well paid—in many categories receiving the highest pay in the world for such work—and little difficulty has been experienced in reaching agreements with them on those subjects. Our single labor problem is the jurisdictional dispute.

It is sometimes asked why jurisdictional disputes occur so much more frequently and seriously in the motion-picture industry than in most other industries. There are at least two fundamental reasons.

The first is the nature of the operations of a studio. In a manufacturing establishment turning out its product on an assembly line, an operation may develop which is on the border line of the jurisdiction of two unions. But if the dispute over its performance is once settled, either by agreement, arbitration, or economic action, the settlement has an element of permanence. Today's operation is repeated, unchanged, tomorrow and indefinitely.

On the other hand, the motion-picture studios cannot operate on an assembly-line basis. Each set, each mechanical or other device designed to produce an illusion, presents a separate problem. While it is possible to prepare general formulas for allocation of work, the application of those formulas to specific operations presents a continuous series of problems, many of which will never again recur.

The second reason for the prevalence of jurisdictional disputes in the motion-picture industry is inherent in the structure of the unions with which the industry deals.

The motion-picture industry is highly unionized. Substantially all employees are represented by labor organizations, including actors, writers, directors, and other artistic and creative employees. The producers regularly deal with more than 40 separate guilds and unions. Most of the contracts are either closed-shop or union-shop contracts. All but a few independent unions are affiliated with the A. F. of L.

The International Alliance of Theatrical Stage Employees—hereinafter referred to as the IATSE—is an industrial horizontal labor organization within the A. F. of L. Within its membership are included the employees who work on or about the sets and locations in preparation for and in the photographing and recording of motion pictures, who manufacture props, miniatures, special effects, costumes, and certain sets photographed in motion pictures, and who develop and cut the motion-picture film.

The cameramen who photograph the motion pictures, the sound technicians who record the sound, the grips who perform the work of stagehands, the property men who manufacture and operate props and special effects, the electricians who light the sets, the costumers who manufacture the costumes, the first-aid men and women who render first-aid, the laborers, the laboratory technicians who develop and print the photographed film, the film editors who cut and assemble the photographed film, and the projectionists who project the film in the theaters, are all members of the IATSE performing services pursuant to the provisions of closed-shop contracts between the IATSE and the motion-picture producers.

The work performed by members of the IATSE cuts across traditional AFL craft lines. For example, the manufacturing of cabinets and furniture is, in other industries, ordinarily claimed to be within the jurisdiction of the carpenters' union. In the motion-picture studios such work is done by the IATSE prop makers, though not always without protest from the carpenters' union. The grips use carpenters' tools and perform work on the stages which could be claimed, and has been claimed, to be within the jurisdiction of the carpenters' union. The IATSE electricians perform work in connection with the light-

ing of sets which could be claimed to be within the jurisdiction of the International Brotherhood of Electrical Workers. The IATSE sound technicians perform work in connection with the electrical sound equipment which also could be claimed by the International Brotherhood of Electrical Workers. The property men fabricate machine parts out of metal in the manufacture and operation of props and special effects and thus perform work which could be claimed to be within the jurisdiction of the International Association of Machinists. Many other examples could be given.

There has traditionally existed a shaky and uncertain line of demarcation between the IATSE collective bargaining unit and the collective bargaining units represented by the traditional A. F. of L. craft unions.

The A. F. of L. executive council committee appointed to resolve jurisdictional questions in the motion-picture industry in 1945 referred to the establishment of jurisdictional lines between the IATSE and the traditional A. F. of L. craft unions as presenting "a most difficult and complex problem."

Traditionally there have been substantial areas of disputed work. Dissension and dissatisfaction have for many years been the rule rather than the exception.

The A. F. of L. executive council committee stated that "a large portion of the work has been in dispute over a long period of years."

The Conference of Studio Unions—hereinafter referred to as the CSU—is an association of unions which act in unison. During recent months there have been some withdrawals from the CSU, but during most of the period referred to herein the CSU has been composed of five locals of the International Brotherhood of Painters, Decorators and Paperhangers of America, which I will describe in a moment, and also local 40 of the International Brotherhood of Electrical Workers, International Association of Machinists, Cinema Lodge 1185, the officers and guards' local of the Building Service Employees International Union, the janitors' local of the Building Service Employees International Union, local 374 of the International Molders and Foundry Workers of North America, local 946 of the United Brotherhood of Carpenters and Joiners of America, and local 67 of the Sheet Metal Workers International Association. All but the machinists are affiliated with the A. F. of L.

The five locals of the painters' union are local 644, which includes the employees who paint; local 1489, which includes studio publicity agents; local 1488, which includes employees who analyze and make synopses of stories and books; local 852, which includes cartoonists; and local 1421, which includes draftsmen and illustrators.

One of the many jurisdictional disputes between the IATSE and the member unions of the CSU was the direct cause of the strike which occurred in the motion-picture industry on March 12, 1945, and terminated October 31, 1945. The strike was initially called by local 1421 of the painters' union in an attempt to gain jurisdiction over a classification of employees sometimes called set dressers and sometimes called set decorators. The IATSE claimed jurisdiction over set dressers and had issued a charter to local 44 of the IATSE covering, among other classifications, the classification known as set dressers.

Mr. McCANN. Just one moment, please, sir. When did they issue this charter to local 44 of the IATSE?

Mr. KAHANE. I would not be able to give you the date, Mr. McCann, but I am sure—

Mr. McCANN. Is there anyone in your organization who can state the time at which a charter was granted by the IATSE to local 44?

Mr. KAHANE. I imagine that information could be obtained for you, sir.

Mr. McCANN. Mr. Luddy says that it was in 1939.

Mr. KAHANE. Yes, sir.

Mr. McCANN. You may proceed, sir.

Mr. KAHANE. Local 1421 of the painters' union, a member of the CSU, also claimed jurisdiction over these employees.

On the face of things, a jurisdictional dispute over set dressers or set decorators would seem to be insignificant because there were only approximately 77 of them employed in the entire industry. This dispute, however, was only a small part of a jurisdictional contest which had long been brewing between the IATSE and the unions which were members of the CSU, the solution of which, as the executive-council committee of the A. F. of L. later stated, presented "a most difficult and complex problem."

The set-dresser or decorator controversy provided the incident which provoked open warfare. Peace could not be secured without a settlement of the other controversies which would otherwise themselves provide future incidents.

Prior to the calling of the strike on March 12, 1945, by local 1421 of the painters' union, both the painters' local 1421 and the IATSE local 44 had made demands that the producers negotiate with them with regard to set dressers. Each claimed to be the bargaining representative of these employees.

The producers refused to determine at their peril the conflicting claims of these rival unions as to the unit in which set dressers should be included for purposes of collective bargaining and, when on October 4, 1944, the producers again refused to recognize painters' local 1421 as collective-bargaining agent for set dressers, painters' local 1421 caused set dressers to strike progressively at the various major studios.

Mr. McCANN. Just one moment, sir. At that point may I ask whether there had been an election conducted by the National Labor Relations Board with respect to the wishes of the 77 men involved as set dressers?

Mr. KAHANE. Not at that time; no, sir.

Mr. McCANN. Did the company make any effort to secure an adjudication by the National Labor Relations Board on that problem?

Mr. KAHANE. Well, at that time—just before this strike that I referred to—a petition had been filed by the set decorators and CSU, and when the IATSE intervened in that proceeding the set decorators and set dressers withdrew their petition, leaving the matter hanging.

Mr. McCANN. There are too many initials. I don't get them clear in my own mind. As I understand it, there is the painters' union involved, local 44, IATSE.

Mr. KAHANE. Yes.

Mr. McCANN. Which of those organizations asked for an adjudication by the National Labor Relations Board?

Mr. KAHANE. I will state it so it will be clear. The local belonging to the painters' organization—the CSU organization—filed the peti-

tion. Local 40, the prop makers, belong to the IATSE, and intervened in this proceeding.

Mr. McCANN. That isn't the local that wanted to do the job at all.

Mr. KAHANE. Yes; local 44.

Mr. McCANN. You said "40."

Mr. KAHANE. Local 44.

Mr. McCANN. They interceded. Proceed.

Mr. KAHANE. Then the painters' local withdrew its petition, leaving nothing to be decided by the National Labor Relations Board at the time.

Mr. McCANN. And that resulted then in a strike.

Mr. KAHANE. One other time we had this happen. We will come to that.

Mr. McCANN. That resulted initially in the strike of 1945?

Mr. KAHANE. Yes.

Mr. McCANN. That started your first trouble which ran from March 12 to October 31, 1945?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Mr. Chairman, I think we will have to either open the windows or turn up the air conditioning. I notice it is definitely affecting my throat and my thinking. The air is entirely too little for the crowd.

Mr. KEARNS. We will recess for 5 minutes, until we can get word to the engineer and see about clearing up the air conditioning.

(Short recess taken.)

Mr. KEARNS. The hearing will be in order.

Mr. McCANN. Mr. Chairman, I understand from counsel around me that the incident to which you are referring here occurred in 1944, Mr. Kahane, rather than in 1945, and that it is reached on the next page, so you proceed.

Mr. KAHANE. That is right, sir. I think I had read about the strike that occurred progressively at the various studios.

About October 11, 1944, at the request of the National War Labor Board, however, the striking set dressers returned to work. The National War Labor Board made an effort to have the jurisdictional dispute between painters' local 1421 and IATSE local 44 settled within the American Federation of Labor, but this effort did not meet with success.

On January 6, 1945, at the request of painters' local 1421 a Smith-Connally Act strike-vote election was held in which the issue was stated by painters' local 1421, as follows:

The objection of the Screen Set Designers, Illustrators, and Decorators, local 1421, to the failure of Columbia Pictures Corp. to recognize it as the exclusive bargaining agent for its set decorators.

I might say parenthetically, identical statements were filed with respect to the other major producers.

On January 26, 1945, the National War Labor Board appointed Thomas Tongue as arbitrator to decide the case. The IATSE refused to participate in such an arbitration.

Mr. McCANN. Just a moment. Is that the first time there was any refusal to participate in arbitration in the jurisdictional strife which started in 1944?

Mr. KAHANE. I don't know that any other request was ever made for an arbitration, sir.

Mr. McCANN. No other request?

Mr. KAHANE. Not that I know of. This request wasn't made by the producers. This was an arbitration that the National War Labor Board ordered.

Mr. McCANN. That is what I understand. Up to this time there had been no refusal on the part of anyone to arbitrate any matters?

Mr. KAHANE. I don't believe I know of any occasion where arbitration was brought up before that time.

Mr. McCANN. I see.

Mr. KAHANE. And, as this report will show—I will read the report—the statement; that is better.

Mr. McCANN. All right.

Mr. KAHANE. Arbitrator Tongue issued a purported award in which he attempted to establish set dressers as constituting an appropriate bargaining unit and in which he attempted to designate painters' local 1421 as the collective-bargaining agent for that unit. The IATSE promptly appealed from that decision, asserting that the determination of bargaining units and of bargaining agents was an exclusive function of the National Labor Relations Board, and that consequently the arbitrator's decision was a nullity.

On February 26 the CSU demanded compliance with the award by 6 p. m. of that day, under threat of economic action.

On the same day, the IATSE officially advised the producers that if, pending its appeal, they recognized 1421 as bargaining agent under the award, its property men would refuse to work with any set dressers not members of IATSE.

The producers thereupon, and on the same day, promptly appealed to the War Labor Board.

Mr. McCANN. In other words, you were on the spot between the two unions, both of whom demanded and gave you no chance to do anything except have a strike, no matter which way you want?

Mr. KAHANE. That is right.

Mr. McCANN. I think, Mr. Chairman, that is suggestive of the building industry in New Jersey, where four unions demanded the right to unload and three demanded the right to install the material, and all four of them threatened to strike if the person owning the material didn't employ each to do it.

Mr. KEARNS. That is the pattern again.

Mr. McCANN. Proceed.

Mr. KAHANE. By the time the matter was reached, the strike of March 12, 1945, had been called. In accordance with its established policy of refusing to pass on controversies while a strike was in progress, the National War Labor Board refused to pass on these petitions.

On February 27, 1945, immediately after filing their petition with the National War Labor Board, the producers filed with the National Labor Relations Board an employers' representation petition in which they requested the National Labor Relations Board to determine the appropriate unit in which set dressers belonged and the collective-bargaining representative of such appropriate unit.

The National Labor Relations Board acted promptly upon that petition, consolidating it for hearing with other petitions previously filed by painters' local 1421 with respect to other employees, and a hearing was commenced by the National Labor Relations Board on March 7,

1945. The producers, painters' local 1421, and IATSE local 44 were all represented at and participated in this hearing.

However, on March 12, 1945, while the hearing was still in progress, painters' local 1421 called a strike against all of the major producers for the purpose of compelling the producers to recognize local 1421 as the collective bargaining agent of set dressers without waiting for the Board's decision.

On March 10, 1945, immediately before the strike, the Tenth Regional War Labor Board pointed out to the CSU that its case was being handled expeditiously, and that the proposed strike would be inconsistent with the peaceful and orderly methods established for the settlement of disputes.

Immediately the strike was called, Mr. William Green, president of the A. F. of L., officially disavowed the strike, denounced it as a violation of labor's no-strike pledge, and called upon the CSU to terminate immediately what he called "the unjustified strike in which you are engaged."

On March 20, the National War Labor Board officially and formally directed that the strike be terminated immediately.

But the strike continued.

Mr. McCANN. Just a moment. Let's get this straight now, so we may have it in our minds, apart from this record. A case was pending before the National Labor Relations Board, which had been filed there by the producers?

Mr. KAHANE. Correct, sir.

Mr. McCANN. The CSU—local 1421, rather, of the CSU, and local 44 of the IA were parties to that hearing?

Mr. KAHANE. They were parties and were present and participated.

Mr. McCANN. And participated, and before the matter was adjudicated by the National Labor Relations Board, local 1421 called a strike?

Mr. KAHANE. Correct, sir.

Mr. McCANN. And they called that strike in spite of the fact that Mr. Green protested, and that the National War Labor Board protested; is that correct?

Mr. KAHANE. They called the strike, and it was after they called the strike that the protest came from Mr. Green.

Mr. McCANN. I just wanted to get that clear. Proceed.

Mr. KAHANE. Months afterward the National Labor Relations Board observed:

Were we called upon to determine whether the action of the employees in striking was well considered, we should say unhesitatingly that it was not. It showed a disregard for orderly processes of the Board, and an unwillingness to rely upon the machinery which Congress had made available as an alternative to the strike; it contributed materially to the prolongation of a dispute which the Board could otherwise have decided many months ago.

Although the strike was called by local 1421 of the painters' union, most of the CSU unions joined the strike.

The dispute over set dressers or set decorators was, of course, only a small part of the long-standing jurisdictional contest between the IATSE and the unions which were members of the CSU. The producers were in the middle.

They dared not submit to the pressure of the strike and recognize local 1421, because such action on their part would have resulted in

economic action by the IATSE, and, moreover, would have subjected them to a charge of unfair labor practices.

- They dared not recognize the IATSE as having jurisdiction over set decorators, because such action on their part would only prolong the economic warfare instituted by the CSU and would have subjected them to a charge of unfair labor practices.

The strike was obviously a fight between the CSU and the IATSE in which each of these two labor organizations tried to force the producers to throw their weight on its side.

The producers could not afford to close down their studios while these two labor organizations fought each other to a standstill. Economic necessity forced them to try to continue operations.

The IATSE took the position that it, rather than the producers, was the target of the strike. It was to the interest of its members that the studios continue to operate and thus furnish them continued employment. Accordingly it furnished to the producers employees to keep the studios in operation.

The great majority of the IATSE members reported for work and obeyed the instructions of their employers to perform whatever work they were capable of doing.

The strike was marked by mass picketing and violence.

Mr. McCANN. Just a second before you start the next sentence. When you say "the great majority," can you give me any specific information with respect to the number of IATSE members who honored the picket line of the CSU and refused to work during that time?

Mr. KAHANE. Well, it is very difficult to give you numbers of men. But there were certain men in 44, the prop makers particularly, that I recall who refused to go through the picket line. There might have been others, but notably the prop makers.

Mr. McCANN. And yet that union was the very union that was involved in this jurisdictional strike, wasn't it?

Mr. KAHANE. That is correct.

Mr. McCANN. Some of local 44 honored the picket line of the CSU; is that correct?

Mr. KAHANE. Yes. That sounds strange. It isn't strange when you realize there are fights within fights. There was antagonism between some of the locals, members of the locals, and the international officers. Those fights are constantly brewing.

Mr. McCANN. Isn't there another factor that perhaps has a part in this picture, that some of the men carry cards with both unions?

Mr. KAHANE. There have been men who held cards with both unions, where the kind of work impinges on the other. It isn't a general custom.

Mr. McCANN. Isn't it a fact in Hollywood that a lot of people have to belong to about four unions in order to earn a living?

Mr. KAHANE. No; I don't think so.

Mr. McCANN. We have had that as one of the complaints—that a person has to join three or four unions in order to carry on their ordinary functions out there.

Mr. KAHANE. I don't think that is so.

Mr. McCANN. O. K. Proceed.

Mr. KAHANE. The producers obtained injunctions against such activities, but in many instances strikers defied the court's orders. It was a bitter and costly struggle.

In October 1945 the executive council of the A. F. of L. was meeting in Cincinnati. They meet four times a year, as you know.

Eric Johnston, who had just accepted the presidency of the producers' association, and Donald Nelson, president of the Society of Independent Motion Picture Producers, went back to Cincinnati to that meeting, and appealed to the council on behalf of the producers to settle the issues involved.

He called attention to the violence and the fear of even further violence.

The council pointed out that the American Federation of Labor is without power to impose a settlement of jurisdictional issues upon its autonomous internationals. Such settlement can be made only by voluntary action of the internationals involved.

However, after various conferences, Mr. Green, president of the federation, appealed to the international presidents involved, and particularly to William Hutcheson, of the carpenters, and Richard Walsh, of the IATSE, who by this time had become the chief parties to the controversy, to settle a conflict which was bringing disrepute upon the A. F. of L.

As a result, the council issued a directive which was agreed to by the internationals involved and by Messrs. Johnston and Nelson on behalf of the producers. It reads as follows:

1. The council directs that the Hollywood strike be terminated immediately.
2. That all employees return to work immediately.
3. That for a period of 30 days the international unions affected make every attempt to settle the jurisdictional questions involved in the dispute.
4. That after the expiration of 30 days a committee of three members of the executive council of the American Federation of Labor shall investigate and determine within 30 days all jurisdictional questions still involved.
5. That all parties concerned—the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steam Fitters of the United States and Canada, the Brotherhood of Painters, Decorators, and Paperhangers of America, the International Brotherhood of Electrical Workers of America, and the Building Service Employees' International Union—accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

While the strike nominally was over the right to represent set decorators, the CSU unions which participated in the strike had jurisdictional disputes of their own with the IATSE, and it was clear to the executive council of the American Federation of Labor that the strike could be settled only by an adjudication of the many jurisdictional disputes which had been plaguing the motion-picture industry. It recognized that the jurisdictional dispute over set decorators was simply the spark which ignited a long-smoldering fire which included within its area disputes between the IATSE, on the one hand, and the painters, carpenters, machinists, electrical workers, and building-service employees, on the other hand.

It was for this reason that the executive council ordered that all jurisdictional disputes be settled within the period of 60 days from the issuance of its directive. The major motion-picture producers and all of the A. F. of L. unions involved agreed to abide by the award of the arbitration committee and to accept it as final and binding. On this basis, the 30-week-old strike which started on March 12, 1945, was settled on October 31, 1945, and the strikers returned to work.

On December 26, 1945, the arbitration committee of the A. F. of L. issued its award. It pointed out:

The investigation revealed that a large portion of the work has been in dispute over a long period of years. Records supplied from the files of the American Federation of Labor, including numerous agreements previously entered into, were made the subject of committee examination and study * * *.

An analysis disclosed that three principal methods of solution could be utilized, i. e.:

(a) Strict adherence to craft or vertical lines of demarcation in the motion-picture studios.

(b) Establishment of an industrial or horizontal union throughout the industry.

(c) A division of work designations within the industry patterned after previous agreements, negotiated mutually by the various crafts.

After careful and thorough study, the committee unanimously agreed that the latter plan is unquestionably the best method of approach. It is the committee's considered opinion that such procedure affords the only solution to a most difficult and complex problem.

In deciding the controversies between the carpenters and the IATSE, the committee said:

The committee rules that the division-of-work agreement entered into between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada on February 5, 1925, and known as the 1926 agreement, be placed in full effect immediately.

It then stated the division of work, in the language of the 1926 agreement, which gave the carpenters' union jurisdiction over certain carpenter work, including specifically, among other things, "trim and millwork on sets and stages" and "construction work on exterior sets," and which gave the IATSE jurisdiction over, among other things, the "erection of sets on stages, except trim and millwork on sets and stages."

It was out of the foregoing award that a dispute arose which grew into the current motion-picture strike which began on September 12, 1946. However, before discussing that matter in detail it should be noted that while the jurisdictional award of December 26, 1945, settled many of the jurisdictional controversies between the IATSE and the unions belonging to the CSU, such as the award to the painters' union of jurisdiction over the set decorators, which jurisdiction had been claimed by the IATSE and had been expressly granted to local 44 of the IATSE in its charter, nevertheless with respect to some jurisdictional controversies the award neither settled nor attempted to settle these areas of dispute. With respect to machinists, the award did not settle the dispute between the IATSE and the International Association of Machinists.

We may appropriately digress a moment to discuss that problem.

Cinema Lodge No. 1185 of the International Association of Machinists (referred to herein as IAM) was, it will be recalled, a member of CSU and a party to the 1945 strike. Although it was formerly affiliated with the A. F. of L., it had withdrawn from that federation prior to the end of 1945, and is still outside that body. On April 5, 1945, the producers notified IAM that, because of its breach of its contracts, such contracts were terminated. Similar action was taken at the same time with respect to certain other CSU unions.

In the contract between the producers and the IAM, which was in effect on March 12, 1945, and which was so terminated on April 5, 1945, there was a closed-shop provision covering the job classifications of

employees represented by the IAM, but the job classifications specified in the contract were not accompanied by job descriptions.

Prior to March 1945, IATSE unions had claimed the right to do some machine work, but the producers had been able, by one means or another, to avoid serious consequences in the numerous clashes over jurisdiction with respect to machine work. However, the operation of the studios during the 1945 strike created a new problem.

During this strike the IATSE furnished machinists to the producers, who became employees and retained that status for at least the period of 9 months, during which the strike was in progress. They claimed and with a good deal of justification, that 9 months of service in a studio of one of the producers gave them a better claim to employment in any vacancies that might occur in such studio than the claim of some machinist who had not theretofore been regularly employed in such studio.

Since the machinists who worked during the strike were not members of the IAM in good standing, if the producers entered into a closed-shop contract with the IAM following the strike, they would have been precluded from offering employment to employees to whom the producers had incurred moral, if not legal, obligations.

The difficulty of the position was emphasized by the silence of the December 1945 award with respect to machine work in the studios.

The award granted to the IAM only "the manufacturing of motion-picture machines" which had reference to the manufacture of projection machines, and although the producers use projection machines, they are not manufactured in the studios. Much of the work done by machinists is done in the repair of cameras, the repair of laboratory machinery, the manufacture of mechanical devices for special effects, the repair of machinery and equipment used in connection with the taking of motion pictures, and general maintenance work about the studios. As far as the executive council committee award was concerned, jurisdiction over this work was left wide open.

As early as January 1946 the teamsters' union had made claim of the jurisdiction over automotive mechanics, a job classification which had been included in the IAM contract that was in effect prior to March 12, 1945. As early as February 1946 the IATSE claimed jurisdiction over machinists who did work in the servicing of cameras and also claimed jurisdiction over machinists who serviced laboratory machinery. The IATSE pointed out that the executive council committee award with respect to other classifications established the principle that the IATSE should have the right to service equipment operated by IATSE members, and urged that such principle should be applied in the case of machinists.

In March 1946 the A. F. of L. issued a charter to Motion Picture Studio Cinetechnicians Federal Union No. 23968 (hereinafter called Federal Union), covering most of the classifications theretofore claimed by IATSE; and thereupon IATSE withdrew its claims to the jurisdictions claimed by Federal Union. The Federal Union, it should be observed, unlike most unions affiliated with A. F. of L., was not chartered by any international, but received its charter directly from the A. F. of L., signed by all the international officers who compose the executive council of the A. F. of L.

During the spring of 1946, therefore, while the producers were willing to, and did, recognize the IAM as the collective-bargaining

agent of employees in the machinists' classification, they were not willing to grant the IAM a closed shop, and thus precipitate the crisis which was building up by reason of the claims of the IATSE and the teamsters' union arising out of the failure of the executive council committee to make any award in respect of machine work in the studios.

Mr. McCANN. I don't find anything up to this time which gives any reason to warrant, or justify, or excuse, any claim of the teamsters' union for representation there. Was there anything anywhere in this report that gives a historical background for the teamsters' claim that they should represent part of those employees that the IAM claimed to represent?

Mr. KAHANE. No; unfortunately, the award is silent about machinists' work, except to say about construction of motion-picture machines. The machinists had withdrawn from the American Federation of Labor, and that fact was commented upon in the report of the arbitrators.

Mr. McCANN. Do you think their withdrawal from the American Federation of Labor was responsible for the council failing to give them the consideration that they should in this report?

Mr. KAHANE. No: they said not in their report. They said they regretted that the IAM had withdrawn from the American Federation of Labor and that they were hopeful that before long they would reconsider and again belong to the federation.

Mr. McCANN. But they left them on bread and water in this report.

Mr. KAHANE. They did not dispose of the jurisdictional question involved.

Mr. McCANN. They didn't give them anything.

Mr. KAHANE. No.

Mr. McCANN. All right. Proceed.

Mr. KAHANE. The IATSE machinists' union and the Federal Union which succeeded to its claims, early in 1946 demanded that the producers put some of their members to work when there was need for additional machinists. They asserted that failure to do so would be discrimination against their members and in favor of IAM; and hence an unfair labor practice. In an attempt to avoid the coming crisis, the producers did, in March 1945, return to work some 31 members of Federal Union. That is 31 throughout the industry.

Mr. McCANN. Now, just a minute—

Mr. PRICE. That should be 1946.

Mr. McCANN. You mean in the spring of 1946?

Mr. PRICE. Not March of 1945.

Mr. McCANN. That should be March 1946?

Mr. KAHANE. Yes; the date is wrong.

Mr. McCANN. The sentence should read, "In an attempt to avoid the coming crisis, the producers did, in March 1946"—

Mr. KAHANE. Yes; the date is wrong.

Mr. McCANN. Now, there was no effort made by the producers at this time to have this matter adjudicated by the National Labor Relations Board?

Mr. KAHANE. That came later, sir.

Mr. McCANN. All right. Proceed.

Mr. KAHANE. In the spring of 1946, the CSU made threats of economic warfare if the producers were to employ machinists other than members of IAM, and also in the spring of 1946 Los Angeles Central

Labor Council, backed by the IATSE, the Screen Actors' Guild, and the teamsters' union, insisted that the producers not discriminate against Federal Union. In retaliation against the threats of the CSU, the Central Labor Council in May 1946 declared "hot" all work which had been performed by members of the IAM.

The CSU retaliated by declaring that all sets were "hot" where the cameras used on such sets had been serviced by a Federal Union machinist, and prohibited members of the CSU-affiliated unions from working such sets. Such action resulted in a refusal of carpenters and painters to perform work on numerous sets.

Mr. McCANN. From your experience as a specialist on labor relations and from your years of experience in the moving-picture business, did you, prior to your own difficulties, ever hear of one union of the A. F. of L. declaring the work done by another A. F. of L. union "hot"?

Mr. KAHANE. Well, first, I am not a specialist in labor relations—at least I have not been, except for the last couple of years, if I am qualified now.

Mr. McCANN. The impression I get of this is that all these men belong to the same A. F. of L. and they are treating each other as if they are scabs, not union members at all, and one union says, "This is 'hot' if you work on it," and the other union says, "This is 'hot' if you work on it," and I wondered if, to your knowledge, that has ever happened in any other industry, that an A. F. of L. union declared "hot" something that another A. F. of L. union did.

Mr. KAHANE. I wouldn't be a bit surprised to find that it has happened.

Mr. McCANN. Of course, we recognize that the IAM was not a part of the A. F. of L. at that time, but they had been right up to that time.

Mr. KAHANE. We often see that one group of unions call the other group scabs if they don't agree on their jurisdictional problems.

Mr. McCANN. There has been a lot of name calling in this.

Mr. KAHANE. Yes, sir.

Mr. McCANN. Proceed with your statement.

Mr. KAHANE. Shortly thereafter, Mr. Sorrell, the president of CSU advised the producers that if they wanted "to get off the spot" on the machinist question, all they had to do was to file a petition with the National Labor Relations Board and let it determine the bargaining unit and representative for machinist. Mr. Sorrell, on behalf of the CSU, agreed that the CSU would abide by the Board's decision, and in an effort to make sure that the filing of the petition would bring peace to the industry, the producers conferred with the IATSE, which also agreed to terminate its program of "hot" work and to accept the Board's decision on the representation petition to be filed by the producers.

Accordingly, on June 25, 1946, the producers filed a petition with the National Labor Relations Board asking that the Board determine the appropriate unit and the collective-bargaining representative for machinists. The men who had left their jobs in the "hot set" controversy were returned to work.

It was thought the agreement that all parties would abide by the National Labor Relations Board decision on the petition filed by

the producers at the suggestion of Mr. Sorrell, would furnish an effective solution to the machinist problem, but such was not the case.

On June 30, 1946, Mr. Sorrell furnished the producers with a memorandum of CSU demands, which must be met if CSU were not to strike on the following day.

Some of these demands related to wage increases for the period commencing January 1, 1946, the various increases which had been granted earlier in the year having been retroactive increases for periods preceding that date. But one of these demands was that the producers would not hire any more machinists pending the decision of the National Labor Relations Board on the petition filed by the producers. Although all of the other demands in the June 30 ultimatum were promptly accepted on that day, the producers could not agree to this condition.

Mr. McCANN. Why?

Mr. KAHANE. The next line tells you that. They obviously could not operate without the opportunity and privilege of hiring replacement workers and additional workers who would certainly be needed during the weeks, and probably months, required to complete the hearing. Also assuming that while this hearing was proceeding before the National Labor Relations Board, which might take weeks and might take months, that we could not replace any man working for us if he died, if he got sick, if he quit—we would just have to leave the job undone.

Mr. McCANN. That was after this requirement?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Go ahead, sir.

Mr. KAHANE. Apparently this reply of the producers was unacceptable to the CSU because on July 1, 1946, the CSU, including the International Association of Machinists, went on strike.

In an effort to terminate this strike as quickly as possible, a mass meeting was arranged for the afternoon of July 2, 1946, at Beverly Hills, and at this meeting were representatives of virtually all of the motion-picture unions, including the CSU, its constituent unions, the IATSE, the Screen Actors Guild, and others, and the major motion-picture producers. Out of that meeting issued what has been called the treaty of Beverly Hills.

The treaty of Beverly Hills sent the strikers back to work and reaffirmed the agreement made earlier on June 25, 1946, that bargaining in respect to machinists should be postponed until the National Labor Relations Board had determined the appropriate bargaining representative on the petition filed by the producers.

Mr. McCANN. And that gave you the right to employ necessary machinists in the interim?

Mr. KAHANE. Well, you will get just how we handled that.

Mr. McCANN. All right.

Mr. KAHANE. By that document, the parties agreed on various matters relating to wages and working conditions; they agreed to await and abide the result of the NLRB hearing on machinists and publicists, and they agreed with respect to jurisdictional disputes as follows:

ARBITRATION

CSU, as a body consisting of several locals, will pledge itself to an arbitration procedure. If any of its members who subscribe to this plan fails to accept and

to be guided by any arbitration award, he will not receive the support of the CSU in its position. This applies to studio jurisdiction only and between locals.

Local No. 946 agrees to bind itself to the CSU arbitration agreement and will find out if it can secure permission from its international to sign such an agreement as a local. All contracts will contain this arbitration clause verbatim in each contract.

Mr. McCANN. May I ask there, was local 946 a member of the Conference of Studio Unions?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Didn't that apply to the unions that are affiliated with the Conference of Studio Unions, so that they would be bound by what the CSU did?

Mr. KAHANE. I don't know what the rules may be, but I know that local 946 and the Carpenters would not take any action without the approval of Mr. William Hutcheson, the international president.

Mr. McCANN. So CSU, as a body, voted to pledge itself to an arbitration procedure?

Mr. KAHANE. On the local level.

Mr. McCANN. But local 946, a member of CSU, refused to do so until approved by the international?

Mr. KAHANE. They didn't refuse; they said that they would undertake to get such approval, and I think they tried to.

Mr. McCANN. All right, proceed.

Mr. KAHANE (continuing reading) :

Any dispute other than wages should be submitted to arbitration. Skelton and Brewer will get together and make an agreement covering arbitration. Basis of arbitration will be the A. F. of L. three-man directive.

Any machinery set up for arbitration will not require the electricians to withdraw their court action already started.

It was agreed to let each studio interpret the directive and award the work where in its judgment it belongs under the directive and no work stoppage will be ordered for next 30 days or until the arbitration machinery is set up.

Unfortunately, however, the proposed arbitration agreement between the CSU and the IATSE was never concluded or made effective.

I might interrupt myself in the reading of this report to say, in answer to the question you asked me before, that this memorandum of agreement which I have in my file here specifically disposed of the matter of replacements and provided that, if a studio needed a replacement, they could hire anybody they pleased, and not through their organization, but independently—anyone they could get—they were entirely free to go ahead and get them.

Mr. McCANN. As I understand it, you have now terminated the treaty of Beverly Hills as an arbitration proceeding with its rejection; is that right?

Mr. KAHANE. Well, at that meeting, Mr. McCann, another appeal was made to these factions to try to get together and set up some arbitration machinery, but there had been previous discussions of arbitration machinery, and that last trip to Hollywood covered the whole arbitration machinery, including all the conference unions and all the IATSE locals, and then the stumbling block is in the international, I think.

Mr. McCANN. Do you know who was the chief mogul or spokesman at the Beverly Hills meeting—who was in charge of that meeting or presided?

Mr. KAHANE. I don't like the characterization, but I was the gentleman.

Mr. McCANN. I was not trying to reflect on you or anyone else, sir. You presided over the procedure in the treaty of Beverly Hills. This sounds so much like just before a war to me. Who else participated?

Mr. KAHANE. Mr. Robert Montgomery.

Mr. McCANN. Is he in town?

Mr. KAHANE. I don't know. He is an actor. He was the president—

Mr. McCANN. I have heard that he acts once in a while. We would like to have him present, too.

Mr. KAHANE. I think he is in town; I am not sure. Mr. Pat Summerset of the Screen Actors Guild, Herb Sorrell, of course; Mr. White of the machinists' union; and practically every business representative of the IATSE locals; and the teamsters' representative, Mr. Tuohy. Among the producers, Mr. Friedman, Mr. Mannix, Mr. Preston, Mr. Meyer. I think every studio was represented at that hearing.

Mr. McCANN. Well, actually it didn't accomplish anything, did it?

Mr. KAHANE. Oh, yes.

Mr. McCANN. Did it?

Mr. KAHANE. It settled the strike.

Mr. McCANN. Stopped the strike?

Mr. KAHANE. These men were on strike at the time. It did that.

Mr. McCANN. It allowed them to go back to work?

Mr. KAHANE. It allowed them to go back to work and definitely disposed of a large question. However, there was some confusion at that time as to whether this strike was over wages or over a jurisdictional problem. With the admissions that it was purely jurisdictional, and with the admissions made by the conference with respect to money, there was still that same confusion about it, which was disposed of at this meeting, that the machinists' controversy was settled—that it was all agreed on and that it was for the National Labor Relations Board to hold this election and decide who was the bargaining representative.

Mr. McCANN. Please excuse my interruption, but I thought this last clause here in substance said that the treaty had failed.

Mr. KAHANE. Oh, no.

Mr. McCANN. It did accomplish something?

Mr. KAHANE. Ended the strike, and there was no trouble until September.

Mr. McCANN. All right; proceed.

Mr. KAHANE. Other efforts to formulate an arbitration procedure—notably one sponsored by the Screen Actors Guild during the pendency of the present strike—have proved equally abortive.

Mr. McCANN. Who were the leaders of the Screen Actors Guild in that effort?

Mr. KAHANE. I would say Mr. Montgomery; Mr. Ronald Reagan, the president of the guild; Mr. Edward Arnold; Jack Bales; I think most of the members of the board of directors and executive committee were actively involved in an attempt to find a solution to the jurisdictional problems.

Mr. McCANN. Well, will you proceed, sir?

Mr. KAHANE. To preserve continuity, it may be helpful to go back to the A. F. of L. arbitration committee's award which determined that the carpenters' union was to have jurisdiction over certain car-

penter work, as mentioned above, and in which it was determined that the IATSE should have jurisdiction over the "erection of sets on stages" except "trim and millwork on sets and stages."

Disputes immediately arose as to the interpretation of various provision of the award. By agreement of the producers and all unions concerned, the time for putting the directive into effect was postponed in order to permit time for a study and analysis, and also to arrange necessary changes in procedure.

I might parenthetically observe that the award of this work to the IATSE changed the practice that had been going on in the studios for many years with respect to set construction.

Mr. McCANN. Let's get that straight. A council of the A. F. of L.—that doesn't mean a committee of three, but that means the council?

Mr. KAHANE. That is the entire council.

Mr. McCANN. Instructed the producers that, when they went to Miami that the words "erection of sets on stages" meant construction of such sets; is that right?

Mr. KAHANE. Yes; well, more than that. I remember Mr. Tobin, the international president of the teamsters, asking the question about how many of the men belonging to the carpenters' union will be affected by this decision, how many men that formerly did that work will now no longer have the right to do it, and how many of the IATSE men will get that work, and I think the question was answered—I think they said somewhere around 300 to 350 men, and they understood that this was work which had been done for some 15 or 20 years by the carpenters and was now turned over to the IATSE group.

Mr. McCANN. They knew that the work had been done by the carpenters for 15 or 20 years?

Mr. KAHANE. Yes, sir.

Mr. McCANN. And they were turning it over now to the IATSE group?

Mr. KAHANE. That is right.

Mr. McCANN. Who had never done it?

Mr. KAHANE. They were adopting the division of work that had been created by an agreement dated back in 1926, when there was no rancor and there was no feuding.

Mr. McCANN. You mean to say in 1926 that was what they had agreed to?

Mr. KAHANE. Yes, sir.

Mr. McCANN. And yet they had never done that work that way?

Mr. KAHANE. That is right.

Mr. McCANN. And the council, ignoring the historical fact that the work had been done by these carpenters now for 15 or 20 years, steps in and goes back to an agreement in 1926 which had never been effectuated and said, "This is what you are going to do"?

Mr. KAHANE. No; you are saying the council had done this. The three-man council had done this in their award.

Mr. McCANN. I don't mean the award now. I am speaking of the full council.

Mr. KAHANE. All they did was to confirm the award made by the three-man committee. The three-man committee went back and dug into the archives of the American Federation of Labor and found this agreement in 1926 where this work was allocated.

Mr. McCANN. Tell me this now, how many men did that displace?

Mr. KAHANE. I can't be accurate in this statement, but at that council meeting it was said that 350 men were involved.

Mr. McCANN. Does that mean that the 350 men would lose their jobs?

Mr. KAHANE. No; not necessarily.

Mr. McCANN. What would they do?

Mr. KAHANE. The erection of sets was done by the carpenters in the mills usually, and most of the construction work is still done in the mill—the construction of sets—but there are times when there are sets constructed on the stages, and that work was given to the IATSE set erectors.

Mr. McCANN. Then so far as the construction of the sets is concerned—

Mr. KAHANE. That was all left with the carpenters.

Mr. McCANN. That was left with the carpenters?

Mr. KAHANE. Yes, sir.

Mr. McCANN. But when it came to putting up those sets on location—

Mr. KAHANE. On a stage, that was awarded to the set erectors of the IATSE.

Mr. McCANN. But they had never done that before it was given to them by this council?

Mr. KAHANE. That is correct.

Mr. McCANN. Tell me, who represented the industry in that meeting in Miami?

Mr. KAHANE. Well, I think I can recall all. Mr. Eric Johnston came there from New York; Mr. E. J. Mannix, of Metro; Y. Frank Freeman, of Paramount; Mr. Maurice Benjamin and myself represented the producers. Mr. Richard Walsh was also present at that conference. I think I have named them all. I may have omitted some.

Mr. McCANN. Was there any representative of the carpenters there?

Mr. KAHANE. Mr. Hutcheson was there.

Mr. McCANN. Mr. Hutcheson was there?

Mr. KAHANE. He is the international president.

Mr. McCANN. I mean locally—was there anyone from the carpenters that was in this meeting?

Mr. KAHANE. I don't think so. Mr. Sorrell happened to be there in Miami at the time, but I don't remember seeing Mr. Skelton, the business representative of the carpenters, at the time.

Mr. McCANN. Will you proceed with your statement?

Mr. KAHANE. The carpenters, however, were unwilling to accept the provisions of the award referred to above, despite their original agreement to be bound by the decision. A group of producers' representatives accordingly flew to Miami, where the A. F. of L. executive council was again in session, to secure the assistance of the council in requiring performance of the award.

The discussion with the council at this session demonstrated that there was complete knowledge and agreement by everyone present that the phrase "erection of sets on stages" meant construction of such sets. With that unequivocal understanding and with full knowledge of the effect of this directive on the carpenters, the council told the

producers to go back and put the award into effect, which was done on January 26, 1946.

Mr. Hutcheson, president of the carpenters' union, flatly refused to accept the provisions of the award; but, after considerable discussion, agreed to permit his locals to do as they pleased. He has reiterated that stand as late as September 25, 1946, in a telegram to Mr. Casey, a representative of the producers.

Mr. McCANN. Have you got that telegram?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Let's produce that telegram and read it in the record right now, if you have it.

Mr. KAHANE. Somebody give me my file. I have it right there.

Mr. McCANN. At this time I would like to ask Mr. Cobb whether he has had any confirmation of the fact that Mr. Hutcheson will be here on the 25th?

Mr. COBB. I have had no confirmation. I have conveyed the request that he be here.

Mr. McCANN. Will you try to get his answer for us as quickly as possible?

Mr. COBB. I will be very glad to do so.

Mr. McCANN. Mr. Chairman, at this time I think I would like to deliver the message that Mr. Hartley gave to us yesterday evening. He said he wanted the presidents of all the producers to meet with him in Washington on August 22 at 2 p. m., and he wanted definite word from the producers that the presidents would be there without requiring him to get subpoenas for them.

Now, it may be that we will need one or two of those presidents out here after we get through with these labor leaders, and perhaps testimony we will take in New York will make us need their presence. Will you proceed to read that telegram, sir?

Mr. KAHANE. Yes. I can leave a copy with you. Did you want the telegram read into the record?

Mr. McCANN. I think if you would just read the telegram into the record, that will be adequate.

Mr. KAHANE. The telegram was dated September 25, 1946, came from Indianapolis, Ind., directed to Pat Casey at Hollywood:

You will recall for many years the relationship between your company and members of our organization was very harmonious and congenial, but through the attendant expansion of work jurisdiction by IATSE there was created a condition whereby their previous relationship was interrupted and interfered with.

Through the attempt at settlement, a committee representing the executive council of the American Federation of Labor was selected and made a survey of existing conditions and made a finding as the result of their investigation, and while it is true the undersigned, on behalf of the international organization, could not and did not accept the directive, notwithstanding that fact members of our organization employed in the studios were instructed to do as they saw fit, which was that they continued to work notwithstanding the fact that there was encroachment upon their jurisdiction by members of the IATSE.

At a recent meeting of the executive council of the American Federation of Labor an effort was made to clarify the situation, and the committee of three which appeared at the executive council in making the survey and issuing their finding were asked by the executive council to make a clarification of the meaning of their report. They responded to that request, and on August 16, 1946, submitted to the executive council of the American Federation of Labor a statement setting forth therein the meaning of the same, a copy of which I understand has been sent to you by President Green of the American Federation of Labor.

I understand that your company has discharged 71 members of our membership because they requested you to conform to the interpretation as above referred to.

I fail to understand why the studios you represent do not recognize the interpreted directive.

That is the end of the wire.

Mr. McCANN. Who is that signed by?

Mr. KAHANE. Signed "William R. Hutcheson;" I think it is here.

Mr. McCANN. Thank you. Now, proceed with the statement.

Mr. KAHANE. In accordance with the award, so reaffirmed by the council, the producers assigned to members of the IATSE the erection or construction of sets on stages. This method of operation continued for 7 or 8 months after January 26, 1946, without any difficulty. However, on August 16, 1946, the controversy suddenly reopened.

The carpenters' union advised the producers that the A. F. of L. arbitration committee had issued a so-called "clarification" of its December 26, 1945, award, in which it purported to define the words "set erection" as meaning only "set assembly," and the carpenters' union demanded that the work of set construction thereafter be allocated exclusively to them. The producers were informed by other labor organizations that this so-called clarification, which was in fact a complete reversal of that part of the award, was the result of great pressure put upon the board of arbitrators by Mr. Hutcheson.

Mr. McCANN. Right there, sir, who was the board of arbitrators?

Mr. KAHANE. I think I can give you all their names. Felix H. Knight was the chairman.

Mr. McCANN. Whom did he represent?

Mr. KAHANE. I think the barbers' union, but I am not sure.

Mr. McCANN. Barbers' union?

Mr. KAHANE. Or letter carriers. He may have represented the letter carriers.

Mr. PRICE. The railway carmen.

Mr. KAHANE. He represented the railway carmen; W. C. Birthright, he was the barber; W. C. Doherty, postmen.

Mr. McCANN. Mr. Chairman, I ask permission to have subpoenas served on this group. It seems to me that this is one of the most important groups involved in this whole controversy, and I would like to subpoena all of them and have them come here forthwith and tell whether there has been any pressure put on them.

Mr. KEARNS. No objection.

Mr. McCANN. You will give me those names at the close. We are going to find out if a barber knows anything about carpentry work.

Proceed with your statement.

Mr. KAHANE. On August 31, 1946, the IATSE notified the producers that it considered the purported August 16, 1946 clarification a nullity inasmuch as it modified the December award which the IATSE, the carpenters' union, and the producers, had all agreed would be final and binding; that the arbitrators once having issued a decision, had lost any power to reconsider or change that decision except by and with the agreement of all parties to the original agreement for arbitration; that the IATSE would not recognize such purported clarification and threatened economic action against the producers if any effect was given thereto. Counsel for the producers confirmed the validity of the legal position of the IATSE and pointed out the liabilities that would result from carrying out the so-called clarification.

Mr. McCANN. Who was the counsel that was qualified to make such a broad statement?

Mr. KAHANE. Well, I can give you those names, if you would like them.

Mr. McCANN. I would like to have the names of counsel for the producers who approved the validity of the legal position of the IATSE.

Mr. KAHANE. I will name them. One was Homer Mitchell.

Mr. McCANN. Homer Mitchell?

Mr. KAHANE. Yes.

Mr. McCANN. Where does he reside?

Mr. KAHANE. He is here in Los Angeles.

Mr. McCANN. Who was another one?

Mr. KAHANE. One was Maurice Benjamin.

Mr. McCANN. He resides in Los Angeles?

Mr. KAHANE. Yes. Mendel Silberberg, he resides here. I am not sure about Alfred Wright, but I think he was one of the members.

Mr. McCANN. Where does he reside?

Mr. KAHANE. In Los Angeles; and I think Herbert Preston.

Mr. McCANN. Resides in Los Angeles?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Did they furnish a written opinion to you on this subject?

Mr. KAHANE. No; I don't think so.

Mr. McCANN. Just an oral opinion?

Mr. KAHANE. That is right.

Mr. McCANN. Were you a member of that?

Mr. PRICE. I so advised them.

Mr. McCANN. We may want to question Mr. Price about that. Proceed.

Mr. KAHANE. While all parties were exploring the meaning, background, and effect of the so-called clarification, Mr. Cambiano, international representative of the carpenters' union, sought a meeting with the producers. That meeting was held in the late afternoon of September 11, 1946. Mr. Cambiano at that meeting advised the producers that unless, commencing at 6 o'clock the following morning, all construction and erection of sets in the studios was assigned to members of his union such sets would be declared "hot," and that as a consequence members of the carpenters' union would not put any trim on, or otherwise work on, such sets.

The producers replied that evening, referring to the position which had been taken by the IATSE, and concluding:

As a result of these conflicting demands made by you and by the representatives of the IATSE, we, as employers, are placed in a position of having to determine a jurisdictional question that can only be settled by the unions involved. In view of the fact that the directive of December 26, 1945, was stated to be final and binding upon all parties concerned, and that this position was reiterated to us by representatives of the American Federation of Labor at subsequent conferences, we believe that we have no choice but to follow its provisions as we agreed to do.

The enforcement of your demands may result in throwing approximately 30,000 employees in Hollywood out of work. We deplore this situation and its gravity, and we trust that you and the other unions involved may find a means of settling your differences which we are powerless to determine.

Mr. McCANN. May I stop you there to ask if you were present when Mr. Cambiano gave the message?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Did he give it personally to you?

Mr. KAHANE. He gave it to a group of which I was a part.

Mr. McCANN. Did he give you any statement as to who had authorized him to issue that ultimatum?

Mr. KAHANE. Yes.

Mr. McCANN. Who did he say authorized it?

Mr. KAHANE. Mr. Hutcheson.

Mr. McCANN. Is Mr. Cambiano here?

Mr. KAHANE. I don't think so; I don't know, though. He is in San Francisco, they say.

Mr. McCANN. Mr. Chairman, I ask for permission to send for Mr. Cambiano.

Mr. KEARNS. Subpena him, you mean?

Mr. McCANN. Yes, sir.

Mr. KEARNS. No objection.

Mr. McCANN. He has stated to you that it was on the authority of Mr. Hutcheson that he issued the ultimatum that either by 6 o'clock in the morning you do something, or else?

Mr. KAHANE. Yes; as a matter of fact, we had previously received a communication from Mr. Hutcheson.

Mr. McCANN. I understand that you had received that, but these ultimatums seem to come with such regularity, I want to know what they feed on to give them such power.

Mr. KAHANE. The meeting started at 4 o'clock, let us say, and it lasted until 6:30, and we were given until 6 o'clock the next morning to do that or take the consequences.

Mr. McCANN. Mr. Chairman, it seems to me among the things that we might consider with regard to legislation, if we have not thoroughly taken care of that by the terms of the Taft-Hartley law, is the clothing of people with such power that they can throw industry into a complete standstill on just their word and it doesn't seem to be necessary for them to consult with anyone.

Proceed with your statement.

Mr. KAHANE. On and after September 12, 1946, the producers continued to assign the work of set erection to members of the IATSE in accordance with the December award, and following that date studio carpenters who were assigned to work on these sets refused to work and were requested to leave the premises for failure to do assigned work. By September 25, 1946, virtually every studio carpenter who was a member of the carpenters' union and was employed by one of the major producers had left work because of this jurisdictional dispute.

Mr. KEARNS. May I ask, did that include the men who did the millwork as well as the carpenters?

Mr. KAHANE. Yes, sir.

Mr. KEARNS. They had a problem between them?

Mr. KAHANE. Yes; they were not affected by the award, but nevertheless they refused to do the work in the mill if, after they did the work, the sets were going to be erected by IATSE men.

Mr. KEARNS. Was there a difference in the scale between the men who worked in the mill and the men who worked on the sets?

Mr. KAHANE. No.

Mr. KEARNS. Go on.

Mr. KAHANE. Other unions which were members of the CSU supported the carpenters' position. The painters also declared "hot" and refused to work on any sets which had been erected by members of the IATSE and were similarly requested to leave the premises for failure to do assigned work. On September 18, 1946, the CSU officially declared itself as the spokesman for its member unions in support of the carpenters' stand and so notified the producers.

Mr. McCANN. Who so notified you?

Mr. KAHANE. I would say it was Mr. Sorrell.

Mr. McCANN. Do you have it in writing or did he do it orally?

Mr. KAHANE. I think it is in writing.

Mr. McCANN. If you have his notification in writing, will you produce it at this time?

Mr. KAHANE. Yes; will somebody look through the files for that notification?

Mr. McCANN. You don't have to wait for it.

Mr. KAHANE. I don't think we have it right now.

Mr. McCANN. Please produce that. Go on.

Mr. KAHANE. On September 25, 1946, an open meeting, sponsored by the carpenters' and painters' unions, to which all members of CSU unions were invited, was held; and at this meeting the painters' and carpenters' unions announced that they had voted to establish picket lines around the studios and asked the members of other CSU unions to support their position. Beginning September 26, 1946, the first mass picket lines were established around several of the major studios, and on subsequent dates mass picketing commenced at the rest of the studios.

Mr. KEARNS. On that picketing, what do you term mass picketing?

Mr. KAHANE. Well, sir, they had hundreds of men in front of the entrances.

Mr. KEARNS. Hundreds of men?

Mr. KAHANE. Yes; no means of ingress or egress.

Mr. KEARNS. All right.

Mr. KAHANE. The early days of the current strike were marked with violence. Employees of the studios were beaten, some of their houses were bombed, and it was necessary for the producers to seek and obtain court orders against mass picketing so as to permit ingress and egress from their studios.

Again, as in 1945, the IATSE has found it to its interest to keep its members at work, and has furnished employees to keep the studios in operation.

It was and is to the economic interest of the producers, and an obligation to their stockholders, to continue their studios in operation. When the carpenters and painters refused to do the work required for that purpose, the producers were compelled to, and did, replace them with those who would. They have accordingly filled most of the positions vacated by the strikers and are continuing, and fully intend to continue, to keep their studios open and in operation.

The producers have found, and still find, themselves unable to terminate the controversy. Various organizations, notably the Inter-faith Council of Churches and the Screen Actors Guild, have attempted in vain to solve the problem by using their good offices as mediators.

The producers have met with representatives of various CSU unions on several occasions—indeed in July of this year they met successively with local 1421, set designers, and with the carpenters, and with the painters. At each such meeting the producers asked :

- (1) Agreement of the international presidents to abide by the 1945 directive.
- (2) A no-strike clause pending action of the international heads on final settlement of the problems.
- (3) Acceptance of work assignments in accordance with the 1945 directive pending agreement by the international president on the problem created by the employment during the strike of members of IATSE.

No progress has been made in such meetings. The strike is still continuing. That is the story.

Mr. McCANN. There is one other question I would like to ask you: Wasn't it true that one of the IATSE locals voted that they would support the CSU, as you testified a while ago?

Mr. KAHANE. Well, yes, in the last strike—this current strike—there was trouble between the laboratory workers and—

Mr. McCANN. Did they go out on strike, the laboratory people?

Mr. KAHANE. They didn't at first, but later they did.

Mr. McCANN. They had a vote on the issue and voted to sustain the carpenters there?

Mr. KAHANE. I don't know that it was to sustain the carpenters.

Mr. McCANN. It was to sustain the CSU?

Mr. KAHANE. They voted not to go through the picket lines.

Mr. McCANN. What was done with the union? Did the IATSE file suit against that union?

Mr. KAHANE. Well, I think that you ought to get that from other men who know more about the internal affairs. I know from hearsay that there was action taken against the local by the international.

Mr. McCANN. Will you produce the July 2, 1946, Beverly Hills treaty?

Mr. KAHANE. Yes, sir.

Mr. McCANN. I would like to have that, and I would like to have you furnish me, this afternoon, when we reconvene, the names of all of the unions involved in this controversy. I would like to have them listed so we can put them in the record as a list.

Mr. PRICE. Here is the list of all the studios we're dealing with.

Mr. McCANN. Mr. Chairman, this as been furnished to me by Mr. Price, and it is the list of the IATSE locals at the beginning of the strike, September 26, 1946, the Conference of Studio Unions, motion-picture studio unions and guilds, the basic-agreement unions, and miscellaneous guilds and unions.

I will ask, Mr. Chairman, that this be received in evidence at this time and reproduced in the appendix as Exhibit No. 1.

Mr. KEARNS. No objection.

(The exhibit referred to will be found in the appendix.)

Mr. McCANN. Did I not ask you on Saturday to produce another list for me?

Mr. PRICE. You said you would like to have a list of the contracts.

Mr. McCANN. Yes.

Mr. PRICE. I haven't had a chance to get that made up yet. It is rather long, as you will see.

Mr. McCANN. Mr. Chairman, we ask that, when we do receive the list of contracts, it be marked "Exhibit No. 2."

(By direction of the chairman this list is omitted from the record.)

Mr. KEARNS. Mr. McCann, I think it would be best—Mr. Kahane has had a long session this morning—if we adjourn at this time and delay any other questions until this afternoon at 2 p. m.

Mr. McCANN. I would like to suggest before you rule on that, Mr. Chairman, that if counsel in the interim would prepare the questions which they are interested in having asked of Mr. Kahane, I would like to meet with them at about 15 minutes before 2 in the adjoining room and go over them.

Mr. KEARNS. No objections. We stand adjourned.

(At 11:50 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will now come to order.

Mr. McCANN. Mr. Chairman, first of all, I would like for the marshal to put the United States flag on the right-hand side of the chairman. It is being displayed improperly.

Mr. KEARNS. Well taken, Mr. Counsel.

Mr. McCANN. Is there a representative of the marshal's office present?

(No response.)

Mr. McCANN. Now, someone spoke to me and said they were counsel for the studio unions.

Mr. PESTANA. Frank Pestana.

Mr. McCANN. What is your first name?

Mr. PESTANA. Frank.

Mr. McCANN. We will make provision for you at the next session. We haven't any time now.

Mr. KEARNS. Proceed.

Mr. McCANN. Mr. Chairman, we have a series of questions which have been prepared by counsel, to be submitted to the witness, but before doing that I would like to read into the record a telegram dated September 18, 1946, addressed to Pat Casey, chairman, producers labor committee, 5504 Hollywood Boulevard, Hollywood, Calif.:

In reply to your wire of September 17, 1946, local 644 of the Brotherhood Painters, Decorators and Paperhangers of America, hereby informs you that, pursuant to the recommendation of the Conference of Studio Unions, local 644 will support the carpenters in their effort to force the producers to comply with the directive of the American Federation of Labor executive council.

We urge that you live up to your word and duty to abide by the American Federation of Labor directive order and thus eliminate the present crisis.

(Signed) HERBERT K. SORRELL.

Mr. KEARNS. No objection.

Mr. McCANN. Now, Mr. Chairman, I have the minutes of the July 2, 1946, meeting covering agreements reached and effective pending formal signing of contracts. I understand this is the Beverly Hills—

Mr. PRICE. Treaty of Beverly Hills.

Mr. McCANN. Treaty of Beverly Hills. I ask this be received in evidence as an exhibit and given an appropriate number.

(The signed copy of this contract later was accepted in lieu of this document. It was marked "Exhibit No. 3" and will be found in the appendix.)

Mr. McCANN. These are questions submitted by Mr. Luddy, Mr. Chairman.

Mr. KEARNS. Proceed.

TESTIMONY OF B. B. KAHANE—Continued

Mr. McCANN. Mr. Kahane, you have testified this morning and stated, although the 1926 agreement between the carpenters and IATSE gave the IATSE jurisdiction over the erection of sets on stages except for mill and trim work, such agreement was never put into effect, and the set erection on stages continued to be done by the carpenters until the 1945 directive of the A. F. of L. council was put into effect in January 1946.

Is it not a fact that the local of the carpenters in Hollywood refused to abide by the 1926 agreement made by its international union and refused to give jurisdiction over the erection of sets on stages to the IATSE, and that the IATSE, rather than have any controversy over the matter at that time, did not press the agreement?

Mr. KAHANE. Well, my answer would be that that is not correct. What my understanding is, is this: The locals entered into this agreement—the locals of the carpenters and the locals of the IATSE. That agreement, apparently in due course, was forwarded to the internationals for approval or execution. I understand Mr. Hutchesson refused to allow that agreement to go into effect, and apparently the IATSE was not strong enough to put it into effect at that time, and never pressed the claim.

Mr. McCANN. In your opinion, would it be a fair estimate to say that between 12,000 and 15,000 members of the IATSE were employed in the studios at the beginning of the 1945 strike?

Mr. KAHANE. I would say that is a fair estimate, sir.

Mr. McCANN. This morning you mentioned the fact that some members of the IATSE refused to go through the picket lines of the conference of studio unions. From information which you received at the time, would you estimate that the total number of IATSE men who refused to go to work at the beginning of the 1945 strike was between 75 and 100?

Mr. KAHANE. I would say that is right. My recollection is that I saw the figure of 80 some place in trade papers as representing mostly prop makers.

Mr. McCANN. In 1933 did the IATSE declare a strike in the Hollywood studios?

Mr. KAHANE. IATSE? I would say the strike was called—I don't think it was officially called by the IATSE international, but there was a strike in the studios in 1933, sir.

Mr. McCANN. But you don't know whether it was IATSE or not?

Mr. KAHANE. Yes; it was a local of the IATSE.

Mr. McCANN. Was that strike called for the purpose of increasing wages?

Mr. KAHANE. No, sir.

Mr. McCANN. What was it called for?

Mr. KAHANE. It was a jurisdictional fight over certain work between the International Brotherhood of Electrical Workers and the local of the IATSE which has jurisdiction over sound.

Mr. McCANN. Then it was not a jurisdictional strike?

Mr. KAHANE. It was a jurisdictional strike.

Mr. McCANN. It was a jurisdictional strike. Excuse me. I read that wrong.

When the 1933 strike of the IATSE was in progress, did the carpenters, the machinists, painters, and other crafts who subsequently organized the Conference of Studio Unions, enter the studios and take over the work that had been affected by the members of the IATSE who went out on strike?

Mr. KAHANE. That is rather a broad question. I would say that the carpenters took over the work of the grips and that certain of the IBEW—International Brotherhood of Electrical Workers—took over all of the work of the IATSE sound men.

Mr. McCANN. You have nothing to say about the machinists, or the painters, or the other crafts?

Mr. KAHANE. I don't recall that the painters were involved at that time.

Mr. McCANN. You have testified that, as the result of the 1945 jurisdictional award by the three-man committee of the AFL council, the carpenters lost jurisdiction over set erection, and that such jurisdiction was awarded to the IATSE. Did the IATSE lose jurisdiction over some other work classifications which at that time it had as the result of such award?

Mr. KAHANE. Yes, sir; there was some jurisdiction taken away from them, and some awarded to them.

Mr. McCANN. Do you recall what was taken away from them?

Mr. KAHANE. Well, notably the set decorators. That was one part of it. No; I couldn't give you the details. The award itself will show what work was taken away from them.

Mr. McCANN. Have you a copy of that award, gentlemen?

Mr. KAHANE. I have a copy.

Mr. McCANN. I would like to have that introduced in evidence at this time, if you have a copy, sir.

Mr. KAHANE. This is a mimeographed—what purports to be a mimeographed copy of the award, and I am sure it is correct.

Mr. McCANN. This purports to be a decision of the executive council of the American Federation of Labor on Hollywood jurisdictional controversy by Vice President Felix H. Knight, chairman; Vice President W. C. Birthright, and Vice President W. C. Doherty. Are you all satisfied that this is correct?

Mr. LUDDY. That is correct.

Mr. McCANN. Mr. Chairman, I ask that this decision of the executive advisory committee be received in evidence as exhibit No. 4.

Mr. KEARNS. So ordered.

(Exhibit No. 4 will be found in the appendix.)

Mr. McCANN. Have you a copy of the award that was thereafter made by them?

Mr. KAHANE. Yes, sir.

Mr. McCANN. May we have a copy of that, sir?

Mr. KAHANE. Well, I would like first to give you a letter, a copy of a letter that was directed by William L. Hutcheson to Mr. Eric Johnston, enclosing what he referred to as a copy of a clarification.

Mr. McCANN. May I see that before you introduce it, sir?

Mr. KAHANE. Yes.

Mr. McCANN. Gentlemen, are you satisfied that this is adequately identified?

Is it true that the members of this committee denied over the telephone that they had ever signed that modification of the agreement or that interpretation of the agreement?

Mr. KAHANE. This portion of my testimony must necessarily be hearsay. But I understand that there was a telephone conversation with the members of the committee and there were denials.

As a matter of fact, I understand the award I have just handed you was not to be in the language of the award that was made by the arbitrators. I think that you can get that information more reliably from other witnesses, particularly the members of the Screen Actors' Guild who went to Chicago and met with the three-man committee and had these telephone conversations subsequently.

Mr. McCANN. Who are those men?

Mr. KAHANE. Well there was Edward Arnold, I think, and Ronald Reagan and George Murphy. I believe that Pat Somerset went along, and maybe John Dale and Gene Kelly.

Mr. ARNOLD. Bob Montgomery wasn't there. Gene Kelly was.

Mr. KAHANE. Gene Kelly.

Mr. McCANN. Mr. Chairman, until we are able to secure definite information that this is an accurate copy of the so-called clarification, I do not believe that we should receive it in evidence. But I think we ought to hold it in abeyance until we have heard from Mr. Arnold or from, even better still, Mr. Knight, Mr. Birthright, or Mr. Doherty.

Mr. KEARNS. It should be read into the record.

Mr. PRICE. Marked for identification.

Mr. McCANN. I am going to ask that the document in question be marked for identification, assigned an identification number, and held for further discussion.

Pardon me, I would like this to be clear in the record: That that is the document that was sent to the producers by Mr. Hutcheson, which purported to be the award made by this committee—the modification of the award.

Mr. Chairman, instead of having it marked for identification, I think it will be received in evidence for what it is worth. I realize the men who signed it haven't identified it, and all we know is it was sent by Mr. Hutcheson to Mr. Johnston as the agreement.

Mr. KEARNS. Maybe you should read it for the record.

Mr. McCANN. Do you want to read it into the record at this time?

Mr. KEARNS. Yes.

Mr. McCANN. All right. Then it will not be an exhibit.

WILLIAM L. HUTCHESON

GENERAL PRESIDENT, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Office: Carpenters' Building, 222 East Michigan Street

INDIANAPOLIS, IND., August 18, 1946.

Mr. ERIC JOHNSTON,
709 Albee Building, Washington, D. C.

DEAR MR. JOHNSTON: I herewith enclose with this communication a copy of interpretation made by the committee that was appointed by the president of the American Federation of Labor to investigate the Hollywood situation and make report thereon.

You will note by this interpretation that they definitely give to our members jurisdiction over construction work on all studio sets.

Furthermore, you will note that they specifically refer to the Brotherhood of Carpenters having jurisdiction over all carpenter work.

This was accepted by the executive council, and there will be sent, either through the secretary's office, or the president's office of the federation, a copy of this communication to all producers and to the trades employed in the studios.

I trust that the producers will accept this interpretation, as well as future interpretations, and see that same is observed.

With kindest regards, I am,

Very truly yours,

(S) WILLIAM HUTCHESON,
General President.

Now, in regard to that phase of the letter which I have just read, referring to copies of this being sent to all the studios, could you tell us, Mr. Kahane, whether that was done?

Mr. KAHANE. I have a general impression that the letter was received, but I am not sure of it, sir.

Mr. McCANN. You don't know whether that went to all the studios or not?

Mr. KAHANE. I am not sure.

Mr. McCANN. We will proceed and read the document in question.

CHICAGO, ILL., August 16, 1946.

Pursuant to instructions handed down by the executive council at its session held on August 15, 1946, the Hollywood jurisdictional committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America as set forth in the committee's decision dated December 26, 1945, and reaffirmed its previous decision.

The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel C. Flanagan under date of August 9, 1946. According to a brief embodied therein, Studio Carpenters Local 946, U. B. of C. & J. of A., alleges that certain violations have taken place whereby the carpenters' jurisdiction set forth in the directive has been encroached upon.

Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions set forth in section 8 of the decision which specifically excluded trim and mill work on said sets and stages. The word "erection" is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the committee recognize the jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners jurisdiction.

Sections 2 to 5, inclusive, recognized the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all mill work and carpenter work in connection with studios, all work in carpenter shops, all permanent construction and all construction work on exterior sets.

In view of the alleged violations, the committee hereby directs that all participants in the Hollywood motion picture studio dispute strictly adhere to the provisions of the directive handed down on December 26, 1945.

FELIX KNIGHT.
W. C. BIRTHRIGHT.
W. C. DOHERTY.

Could you tell me, sir, who Daniel V. Flanagan is?

Mr. KAHANE. I never met the gentleman, but I understand that he was sent here by Mr. Hutcheson or by the executive council of the American Federation of Labor to conduct an investigation in the Hollywood studio jurisdictional strike, so far as it concerns the carpenters and the IATSE set erectors.

Mr. McCANN. I wonder if you could ascertain from anyone present where Mr. Flanagan came from—Daniel V. Flanagan?

Mr. PESTANA. I think I can give you that information.

Mr. McCANN. Give your name, please.

Mr. PESTANA. My name is Frank Pestana. I am attorney for the conference of unions.

(Statement by Mr. Pestana stricken from record.)

Mr. McCANN. Strike that. Just give us the name, who this man is. We don't want any testimony by counsel.

Mr. PESTANA. All right; I am sorry. Mr. Flanagan was sent as a result of a request by the carpenters to the American Federation of Labor for an investigation of the issue of who should do this work on sets.

Mr. McCANN. And where did he come from?

Mr. PESTANA. From the American Federation of Labor. I don't know the exact city, but I assume Washington.

A VOICE. San Francisco.

Mr. PESTANA. He may have come from San Francisco.

Mr. McCANN. Now, Mr. Chairman, I would like to have permission to have a subpoena issued for Daniel V. Flanagan.

Mr. KEARNS. So ordered.

Mr. McCANN. Now, have you any other documents to which you have referred this morning, sir?

Mr. KAHANE. Well, I am sure that every document that was referred to in my statement is available to the committee.

Mr. McCANN. Are there any of the agreements, such as the Beverly Hills treaty?

Mr. KAHANE. That we have given you.

Mr. McCANN. I know you have given us that. I mean anything else of the character.

Mr. KAHANE. If the committee would be interested, I could furnish a copy of the so-called 1926 agreement that was never put into effect.

Mr. McCANN. I think it is very important, perhaps, for us to have that. Will you pass that to the court reporter?

Mr. KAHANE. Yes.

Mr. McCANN. I would like to have that received in evidence as exhibit No. 5, Mr. Chairman.

Mr. KEARNS. No objection.

(The 1926 agreement referred to above was subsequently replaced as exhibit No. 5 by the 1921 agreement, as being more complete. The latter document will be found in the appendix.)

Mr. McCANN. Have you anything else, sir?

Mr. KAHANE. No; but if you will indicate to me anything you would like to have, I will be glad to get it.

Mr. McCANN. Thank you, sir. We may do that. We have some questions which have been proposed by Mr. Zach Cobb, counsel for the carpenters. You have testified as to a conflict between the carpenters union and the IATSE set erectors upon the issue of which was entitled to the construction of sets on the stage.

When did the set erectors' union of the IATSE come into existence?

Mr. KAHANE. Well, that is difficult to answer. I think it was that that particular set erectors' union came into existence after the December 26 directive had come down. I think about January—sometime in January of '46. But there were IATSE men doing that work during the 9 months' strike.

Mr. McCANN. I want to correct that question. When did the set erectors local of the IATSE come into existence?

Mr. KAHANE. I couldn't give you the date. I would guess it was sometime in December of '45 or January of '46.

Mr. McCANN. I am going to ask, Mr. Chairman, that counsel for the IATSE secure that information.

Mr. LUDDY. I will give it to you.

Mr. McCANN. Who did the construction work on the sets prior to that time?

Mr. KAHANE. The carpenters.

Mr. McCANN. The carpenters did?

Mr. KAHANE. Yes.

Mr. McCANN. Do you know for how long they did it prior to the—

Mr. KAHANE. I testified this morning that all the time that I have been in Hollywood, and that is over 15 years.

Mr. McCANN. In your statement you testified as to the effort of the producers to have the conflicting labor organizations agree between themselves by arbitration on points in conflict. Are you familiar with the agreement made on November 13, 1945, by the carpenters' local No. 946 and the IATSE grips' local 80?

Mr. KAHANE. No; I have heard there was such an agreement entered into. I have never seen it.

Mr. McCANN. Mr. Luddy, do you know whether there was such an agreement, sir?

Mr. LUDDY. Yes; there was an agreement between local 80 of the IATSE which specifically provided, however, that it only purported to bind local 80. I would be very glad to furnish you with a copy.

Mr. McCANN. I wish you would, sir. Thank you very much.

Please state all you know regarding the observance or nonobservance of this contract between the conflicting unions.

Mr. KAHANE. Referring to that contract between the grips.

Mr. McCANN. Yes.

Mr. KAHANE. I know nothing about it.

Mr. McCANN. You know nothing about it? In your statement you testified, "Our single labor problem is the jurisdictional dispute."

I hand you what is represented to be a copy of that letter from Mr. Richard Walsh of the IATSE to all former studio employees, dated April 14, 1945, and call your attention to Mr. Walsh's statement.

I want you to know that the International Alliance has reached an agreement with the producers' association by which the IATSE will supply all labor to the studios, not only in our crafts which were recognized before the strike, but also in those classifications which have been vacated by the striking union.

Please state who, if you know, made this agreement with Mr. Walsh.

Mr. KAHANE. I don't think there was any such agreement made with Mr. Walsh on the part of the producers. That purports to be a directive that Mr. Walsh has given to his own men.

Mr. McCANN. Would you explain to me, if you can—and I certainly do not want to impose any burden upon you that is improper—what Mr. Walsh meant when he said, "I want you to know the International Alliance has reached an agreement with the producers' association?"

Mr. KAHANE. Well, I think he was signifying what happened. But it amounted to nothing more than this: They will furnish us the men if we want to keep the studios operating.

Mr. McCANN. Was there a discussion, sir, between your committee and Mr. Walsh over the matter which he refers to here as an agreement?

Mr. KAHANE. Yes; I would say there was a conversation with Mr. Walsh.

Mr. McCANN. Who was present when that took place?

Mr. KAHANE. I can recall Mr. Mannix, Mr. Freeman, myself, with Mr. Walsh, Mr. Brewer, and Mr. Cooper.

Mr. McCANN. Tell us now, in your own language, just what took place.

Mr. KAHANE. I think that we said, "All right, here we are again." You are talking about the second strike, I assume?

Mr. McCANN. I assume so. I am reading now as to April 14, 1945.

Mr. PRICE. That would be the first strike.

Mr. McCANN. It refers to the first strike. That is a question propounded by Mr. Cobb.

Mr. KAHANE. On the first strike it was no more than this: That Mr. Walsh said, "If you gentlemen want to keep your studios open, the IATSE will play ball with you. We will furnish you whatever men we can to keep your operations going."

Mr. McCANN. And I assume from what you have said in your statement that that was perfectly satisfactory to the studios, because they wanted to run?

Mr. KAHANE. Definitely.

Mr. McCANN. And so I assume that you would not take exception, then, to the statement made by Mr. Walsh to members of the IATSE, "I want you to know that the International Alliance has reached an agreement with the producers' association by which the IATSE will supply all labor to the studios."

Mr. KAHANE. As a matter of fact, I think the press release at that time was that the IATSE had arranged to furnish the men, or something of that sort, or had an understanding about furnishing the men, but there was no formal agreement entered into.

Mr. McCANN. There is no question that you did discuss it—that it was acceptable to the studios—and that he publicized it to the press?

Mr. KAHANE. That is right, sir.

Mr. McCANN. And this agreement was made with Mr. Walsh or the representatives—or if you don't like the word "agreement," I am not trying to entrap you—this understanding was reached with Mr. Walsh by the representatives of the industry whom you have mentioned?

Mr. KAHANE. Yes, sir; and there probably were others present. I just don't recall that.

Mr. McCANN. Do you know what agreement was made by Mr. Nicholas Schenck?

Mr. KAHANE. I don't believe there was any agreement made by Mr. Schenck on behalf of the Hollywood producers.

Mr. McCANN. Do you know whether there is any written record of an agreement between Mr. Schenck and Mr. Walsh?

Mr. KAHANE. I don't know of any—never heard of any.

Mr. McCANN. Is there anyone except Mr. Schenck who can testify on the terms of the agreements, if any, made between Mr. Schenck and Mr. Walsh?

Mr. KAHANE. Well, as I stated, I know of no agreements that they had pertaining to the Hollywood strike.

Mr. McCANN. You can't do more than say you don't know, sir. I am just reading the questions.

In your statement you testified that following September 3, 1946, the work previously done by the carpenters was taken over by the IATSE, and that they furnished you IATSE members to keep the studios going.

I hand you what purports to be a copy of an emergency working card issued by the Division of Set Erectors, IATSE, local 468, designating Mr. Elzyn Snow for work at one of the studios. This card contains the following language, marked "agreed to" by Mr. Snow:

The undersigned will surrender this emergency working card and the position held thereunder upon demand of local 468. It is recognized that the issuance and acceptance of this emergency working card does not entitle the undersigned to membership in local 468 or to any rights against or within said union.

Please state all that you know about the issuance of such cards by the IATSE and employment of such nonunion permittees to take over carpenters' work.

Mr. KAHANE. I know nothing about those so-called work permits, except to know that it is the general practice among the unions—not only the IATSE, but all the unions in Hollywood—to issue work permits, and those work permits are revocable, and apparently any of them do not give the holder of that permit card any rights in the union, and it is just a temporary expedient, particularly during the war, when there was a shortage of supply of manpower, and I don't think the wording of that card was any different from the wording of other permit cards issued by other unions, but, as I say, I am not familiar with that detail. Maybe some of the operating studio men can tell you what is on the other cards.

Mr. McCANN. It might be of interest, Mr. Chairman, to call attention to the fact that in the investigation of the Allis-Chalmers case I found in that record there some 2,300 permit cards and that the permittees had to pay a higher rate to the international union, UAW, CIO, than did regular workers who were members of the union, the regular workers paying a monthly toll of 37½ cents and permittees 50 cents, and there were 2,300 of them.

In other places some of the permittees worked for the brewers 5 years without receiving any union cards.

I would like to proceed with the questioning now.

Have the companies a record of such employees, the periods they worked and the amount paid them?

Mr. KAHANE. You are talking about the permittees?

Mr. McCANN. Yes.

Mr. KAHANE. I certainly would think that the companies have those records.

Mr. McCANN. You think they would be available?

Mr. KAHANE. I would say that they definitely are.

Mr. McCANN. Do you know whether the permittees of the IATSE paid any fees to the union at all?

Mr. KAHANE. I do not know, sir.

Mr. McCANN. You do not know.

Mr. Chairman, the last question I feel is improper for us to ask, and I am not going to read that.

Off the record, please, sir.

(Discussion off the record.)

Mr. McCANN. Mr. Chairman, may we have 5 minutes' recess?

Mr. KEARNS. So ordered.

(Short recess taken.)

Mr. KEARNS. The hearing will now come to order.

Mr. McCANN. Mr. Kahane, I want to ask you another question in regard to the permittees. I think we have developed it fairly fully, but I want it a little bit clearer.

Now, the reason that you used permittees was because of the strike that existed, was it not?

Mr. KAHANE. That is really an interunion matter. So far as the producers were concerned, they wanted workmen to do the job. Whether the union was going to issue permit cards or take them into the union was their concern.

Mr. McCANN. I see. Now, before the strike of 1946, I assume that is the one we are talking about here, did they issue permit cards, either the carpenters or the IATSE?

Mr. KAHANE. I don't know if they issued permit cards or whether they had the men—for example, in the 1945 strike, grips did carpenter work and prop men did carpenter work and prop men did painting work.

Mr. McCANN. But those were men who belonged to the IATSE doing work that had been done by different trades, were they not?

Mr. KAHANE. That is right.

Mr. McCANN. In 1946, with the great shortage of personnel, permittees came in and did a great deal of the work which had previously been done by the members of the conference who were on strike; that is correct—is that right?

Mr. KAHANE. That is correct.

Mr. McCANN. Now, I believe counsel have been willing to agree that there are better than a thousand of those men working on permits now. I believe that is what they said in there; is that correct?

Mr. LUDDY. I would rather check and get an accurate answer from my people. There are none of them here now, and I would not want to say. I want to be accurate on it.

Mr. McCANN. That is fine. I am passing a question that has been suggested by Mr. Cobb, and I will go on to the next question.

Referring now to the July 2, 1946, agreement which you designated the "Beverly Hills treaty," I note that it was signed for the producers by Mr. Pat Casey. What was Mr. Casey's authority to act for the producers on July 2, 1946?

Mr. KAHANE. Mr. Casey was and had been for many years the representative of the producers in mediation and negotiation of labor difficulties.

Mr. McCANN. Was he an employee of the association of the producers?

Mr. KAHANE. No, sir.

Mr. McCANN. By whom was he employed?

Mr. KAHANE. He was employed by the presidents of the companies in New York. Originally Mr. Casey did theater labor relations work and then took on the theater and studio labor-relations work, but his original activity was in New York, and then it extended from New

York to Hollywood, and it covered both the studios and theaters of Hollywood.

Mr. McCANN. So he acted for the producers in signing that statement?

Mr. KAHANE. Yes; Mr. Casey had been having negotiations with Mr. Sorrell for several days preceding the strike of July 1, and Mr. Casey suggested that there be minutes kept of what transpired at the July 2 meeting, and Mr. Victor Clark, who is Mr. Casey's assistant, kept those minutes, and at the conclusion of the meeting Mr. Casey suggested, so that there would not be any difference of opinion as to what happened at the meeting and what was decided at the meeting, that he would take those minutes just as they were prepared and have Mr. Clark read them over, edit them, if they were incorrect, and then Mr. Casey would put his name to them and Mr. Sorrell would put his name on it, and that would be the basis of whatever they did beyond that.

Mr. McCANN. Is that Mr. Clark the Clark who is now with the producers' association?

Mr. KAHANE. Yes.

Mr. McCANN. I believe he is present in town?

Mr. KAHANE. Yes.

Mr. McCANN. Another question. I also notice a provision of the July 2, 1946, agreement reading: "Contract for 2 years." Does that mean that the contract was made for a 2-year period, and if not, what does it mean?

Mr. KAHANE. Well, yes; that was one of the big bones of contention at the July 2 meeting. We wanted the contract for 2 years and the conference was concerned about making a contract for 2 years because of the probability that there would be an increase in the cost of living.

That was finally compromised by agreeing that the contract would run for 2 years, but it would be subject to be opened if there was a rise in the cost of living between July 1 and December 31.

Mr. McCANN. I hand you a card which I will ask you to identify, if you can. State what it is, please, sir.

Mr. KAHANE. Well, it is the first I have seen of its kind. It purports to be a card issued by the Moving Picture Painters and Scenic Artists, local 644, to a man whose name I can't read, and it says as a decorator, not good after 8-4-47. I have never seen such a card.

Mr. McCANN. Now, on the back of this card, Mr. Chairman, I find the following:

This permit is issued with the understanding that scenic artists, matte shot artists, title writers, and special feature men will pay \$2 for each day worked and all other classifications \$1 per day worked, this money to be applied on initiation fee within 30 days after issuance of this permit. Failure to apply for membership within 30 days forfeits this money to local union No. 644.

As stated, on the front of this card there is the following:

Moving Picture Painters and Scenic Artists, local 644.

and at the bottom of it, it reads:

You must have a permit or paid-up card before you can work.

Mr. Chairman, we asked a question a while ago with respect to a contract between Motion Picture Studio Grips, local 80 of the IATSE

and Motion Picture Studio Carpenters, local 946 of the United Brotherhood of Carpenters and Joiners of America. Counsel has passed me a copy of that contract, and I will now ask that it be received in evidence as exhibit No. 6.

(Exhibit No. 6 will be found in the appendix.)

Mr. McCANN. Mr. Cobb has furnished me with a copy of a permit that has been furnished by local IATSE. Is this the same thing from which I have already read a part into the record?

Mr. COBB. That is the one that he testified to before.

Mr. McCANN. I am going to ask that this be received into the record as an exhibit and assigned a number. Have you any objection?

Mr. LUDDY. No.

Mr. McCANN. All right. I ask, Mr. Chairman, that this be received in evidence as exhibit No. 7.

(Exhibit No. 7 will be found in the appendix.)

Mr. McCANN. Have you any further questions, Mr. Cobb?

Mr. KEARNS. Mr. Counsel, could Mr. Cobb tell us the initiation fees into that union prior to the—

Mr. COBB. I can ascertain the initiation fee in the painters' union. What is the amount of the initiation fee referred to in this contract?

Mr. SORRELL. Depends on the category of the person. If they are scenic artists, it is one thing, and if they are painters, that is another.

Mr. McCANN. Who is speaking, Mr. Cobb?

Mr. COBB. Mr. Sorrell.

Mr. McCANN. I would rather, if we can avoid it, that we don't call on anyone in the audience to furnish information without first having their names given and having them under oath.

Mr. KEARNS. You will develop that then.

Mr. McCANN. When the time comes I will try to develop it, sir. I have two or three more questions to ask.

Did you get a letter from Mr. Walsh shortly after the meeting of August 18?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Will you please submit it to us, sir?

Mr. KAHANE. I think I have it here, a letter dated August 31.

Mr. McCANN. Mr. Chairman, this purports to be a letter from Richard F. Walsh, international president of the IATSE, dated August 31, 1946. Is there any objection to reading this, gentlemen?

ASSOCIATION OF MOTION PICTURE PRODUCERS, INC.

5504 Hollywood Boulevard, Hollywood, Calif.

GENTLEMEN: I have received from President Green of the American Federation of Labor a communication inclosing a copy of a statement described as "clarification" of the decision in the Hollywood jurisdictional dispute, made by Vice Presidents Knight, Birthright, and Doherty, dated December 26, 1945.

It is the contention of this international union that this so-called clarification was issued without authority and in violation of the Cincinnati agreement to which this International Alliance, yourselves, and the other international unions involved, were all parties. The Cincinnati agreement, in making provision for the creation of the three-man committee, specifically provided that the parties thereto accept the committee's decision as final and binding.

If the committee's decision as originally rendered is not fully complied with by you, this International Alliance will take such action as may be necessary to protect its interests.

Yours very truly,

RICHARD F. WALSH,
International President.

What was the position taken by the producers with respect to this so-called clarification of August 16, 1946?

Mr. KAHANE. We had to agree that the Cincinnati directive called for the three-man committee to go to Hollywood and resolve any questions of jurisdiction that had not been resolved in the first 30 days of the 60-day period. It said that they should settle all unresolved jurisdictional questions within the following 30 days, and then all of the parties, including the producers, had agreed to accept as final, binding, and conclusive, the decision rendered by the arbitrators. They had no continuing jurisdiction to make interpretations, or to make clarifications, or to do anything else.

The only power that they had was the power that was conferred voluntarily by the men who went before the council in October—in March—and agreed to it. Now, that wasn't March. When was it?

Mr. LUDDY. October.

Mr. KAHANE. Yes, October. In other words, Mr. Walsh submitted himself to the jurisdiction of that committee for a particular purpose. We felt that inasmuch as we had agreed to accept that award as binding and conclusive, that we intended to do it that way.

We thought that the viewpoint of the IATSE was correct—that no one consulted us—they had no further hearings in any place to discuss the award. The producers were not notified of any arbitration hearing to clarify the directive, and so far as we know, no one else was. The IATSE was not, and here was a man by the name of Hutcheson, apparently taking advantage of his position on the council of the American Federation of Labor, talking to the three-man committee and apparently getting them by some means or other to issue what he saw fit to declare a clarification of a directive that was supposed to be final and binding.

Well, we would not have any of that.

Mr. McCANN. I have one more question from Mr. Luddy.

The set erectors' local was set up after the award of set erection was made to the IATSE, was it not?

Mr. KAHANE. Well, yes; as I say, it was after the directive had been issued.

Mr. McCANN. And until that time, the matter, as I recall it, was done by another group?

Mr. KAHANE. By IATSE men—grips, and property men.

Mr. McCANN. A special union was set up to take over this work. Now, I have two or three questions that have been suggested from the public that I am going to ask you. I will accept questions, if they are intelligible, from anyone that may help us in this inquiry.

Mr. KAHANE. I will be very glad to answer any questions.

Mr. McCANN. Was pressure from the IATSE responsible for the producers' failure to recognize local 1421?

Mr. KAHANE. Well, that could be answered yes, if you mean by that were the producers in the position where, if they yielded to the 1421 group and recognized their jurisdiction despite the conflicting claims of the IATSE, and without waiting for a National Labor Relations Board decision to make a determination, the only governmental agency which has jurisdiction to make such a determination.

If we had thrown our lot with the 1421 as they wanted us to, we probably would have found ourselves without cameramen, without film

editors, without prop men, without any of the necessary crafts to run the studios, and possibly might have found ourselves without theaters, because the projectionists might have walked out.

So all we asked was that the orderly process of the law be carried out—that the NLRB should be the one to make the determination, and not make us yield to immediate pressure from either side.

Mr. McCANN. I wondered why you didn't, as an industry, come in and insist on a determination when those two interests were before the NLRB.

Mr. KAHANE. I tried, and I thought I made it clear that we were in the midst of a hearing with all parties represented when local 1421 walked out of the hearing and saw fit to strike.

Mr. McCANN. Even if local 1421 walked out of the hearing, was there anything in that fact to prevent you from deciding that issue?

Mr. KAHANE. Well, the War Labor Board immediately said they have an established policy, where men go on strike they will cease the hearing.

Mr. McCANN. I have another question. What form did the producers expect the IATSE reprisals would take when Mr. Walsh referred to such action that might be necessary to protect the interests of the international?

Mr. KAHANE. I can only say we knew what his power was and therefore we had a right to believe—if we saw that the clarification went into effect, we might find ourselves without the necessary manpower to operate studios, possibly not the men to operate our film exchanges manned by IATSE men. Possibly some of our theaters might have been closed.

Mr. McCANN. Another question: When the IATSE intervened in 1944 before the NLRB to prevent local—I don't like this word that is suggested here, and I am trying to find another word to use; I am not trying to make anyone's case against anybody else here—to intervene with local 1421's request for certification, why did not the producers immediately file with the board for certification with the appropriate bargaining agency?

Mr. KAHANE. I wish I could answer that question. I wish we had. We might have averted some of the trouble at that time, although, as I stated, I don't believe the difficulty of those 77 set decorators was the real difficulty we have been having in Hollywood. That was just the spark. There were these underlying basic jurisdictional questions between carpenters and IATSE. And they used that as an excuse to bring out those other more important issues, sir.

Mr. McCANN. Those are all the questions suggested I care to submit, sir, on that.

From Mr. Luddy: Did the IATSE agree that it would abide by the result of the NLRB hearing which was in progress when the 1945 strike was declared by the Conference of Studio Unions?

Mr. KAHANE. Yes, sir.

Mr. McCANN. It did agree with that. Any further questions from any of you gentlemen?

I have several pages which have been submitted. I haven't had an opportunity to read them. I am not going to have an opportunity to read them.

Mr. PRICE. A lot of it is immaterial. I don't particularly object.

Mr. McCANN. I am going to offer it in evidence as an exhibit, without having the opportunity to read it, but it is in the form of questions and answers before the NLRB.

Now, Mr. Chairman, anything which officially comes before us from the National Labor Relations Board, if it relates to any of these strikes, I feel disposed to receive it in evidence, even though we don't have the time to carefully examine it. I will ask the reporter to mark this, and that it be accepted as exhibit No. 8.

Mr. KEARNS. No objection.

(The transcript referred to is in the files of the committee.)

Mr. McCANN. Gentlemen, do those complete the questions you have as counsel?

Mr. PRICE. I have nothing more.

Mr. LUDDY. Yes.

Mr. McCANN. I will ask, Mr. Kahane, you step aside temporarily.

Mr. KAHANE. You want me to remain here, I assume?

Mr. McCANN. I think we will probably be needing you, off and on. I would like for Mr. Mannix to be called to the witness stand.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MANNIX. Yes.

TESTIMONY OF EDGAR J. MANNIX, VICE PRESIDENT, LOEW'S, INC., LOS ANGELES, CALIF.

Mr. McCANN. Please give your full name and your residence.

Mr. MANNIX. Edgar J. Mannix, Beverly Hills, Calif.

Mr. McCANN. What is your business phone, sir?

Mr. MANNIX. Ashley 4-3311.

Mr. McCANN. What position do you hold, if any, and with what company?

Mr. MANNIX. I am vice president of Loew's, Inc.

Mr. McCANN. What are your duties?

Mr. MANNIX. I am general manager.

Mr. McCANN. Do you, in that position, handle labor relations for your company?

Mr. MANNIX. Well, I deal with labor at times.

Mr. McCANN. You deal with them at times? Have you had anything to do with the jurisdictional strikes which have burdened Hollywood for the past 2 years?

Mr. MANNIX. I am familiar with the jurisdictional strikes.

Mr. McCANN. Were you on a committee representing Loew's in considering the problems which arose between the Conference of Studio Unions and the IATSE?

Mr. MANNIX. I served on a committee in those different meetings.

Mr. McCANN. You were with Mr. Kahane in these different meetings he has described?

Mr. MANNIX. Yes.

Mr. McCANN. Do you generally corroborate what he has stated?

Mr. MANNIX. I do.

Mr. McCANN. What do you have to say in addition to what he has said?

Mr. MANNIX. I don't know that I can add anything to Mr. Kahane's testimony here.

Mr. McCANN. I feel sure, out of your rich experience, you might be able to contribute some information to us. We would like to have it. I don't want to have to dig it out of you. I think you ought to be able to give us something.

Mr. MANNIX. I don't know what I could cover any more than Mr. Kahane handled in the matter. Is there a question of jurisdictional strike or not? I would like to go into that if there is any question about it. We as employers have jobs to do. Our trouble has been which union will do the job.

We have never had a dispute with the labor in Hollywood over wages, hours, or working conditions. This strike and the previous one were termed jurisdictional strikes, not only by us, but by Mr. Hutcheson in his wires to us of jurisdictional trouble.

It was also termed as jurisdictional trouble by American Federation of Labor executive council.

We had a committee that was sent to Cincinnati; they termed it a jurisdictional strike.

I don't know how I can qualify it any better than that, that the conditions in Hollywood and the strike is a jurisdictional strike.

Mr. McCANN. Could you tell me how the thing could be handled so as to settle it?

Mr. MANNIX. Well, I think if a few of your international presidents would get together, it entirely rests in their hands, because in a democratic way all we want to do is just give a man a job.

Mr. McCANN. As a matter of fact, all the men want is a job.

Mr. MANNIX. That is all.

Mr. McCANN. And all that stands between the men and a job are the officers; is that it?

Mr. MANNIX. I think it is an understanding between the officers of the union. I think the unions want the men to work, as well. It is who gets the job for whom. Who is the boss over whom in the jurisdictional fight.

Mr. McCANN. There have been thousands of carpenters out of work now for a good many months.

Mr. MANNIX. They haven't been working at the studios. I don't believe they are out of work. They are not at the studios.

Mr. McCANN. You mean they have other jobs, you think?

Mr. MANNIX. I have been told many times that the men are working. I have inquired about it, and they tell me the men are working.

Mr. McCANN. Is that true generally of the employees out there who have been on your jurisdictional strike—they have been working?

Mr. MANNIX. I think the carpenters and the painters, which are in the building trade crafts, are pretty well employed in the community. But there also are specialized groups, such as interior decorators or set designers; they are draftsmen. I think we built up in the industry a greater number of men doing that work than the community could absorb.

Now, you take the set decorators, although there are only 77 of them spoken of in the union, I don't think there is employment in the community for 77 of those men without the studios. Story analysts, which is a specialized craft in the motion-picture business—when

they were on strike there was no employment in this particular community for them.

Scenic artists—I don't know. I am advised they are kept busy and working quite regularly.

Mr. McCANN. Is there anybody in the studio at all that isn't unionized, that has a job out there in any way, shape, or form?

Mr. MANNIX. Yes: speaking for myself, I am not unionized; I am an executive.

Mr. McCANN. You haven't joined the teamsters' union?

Mr. MANNIX. I am about to form an association. There are very few people in the studios not members of some union.

Mr. McCANN. Not long ago the teamsters represented to our committee in Pittsburgh they had a right to take employers in, and if there were two partners, one of them should be forced to join the teamsters.

Mr. MANNIX. Who would the other one join?

Mr. McCANN. One would picket the other one.

Mr. Mannix, the committee is concerned with the men without employment—the men out of work—the men who have been completely dispossessed, you might say, as a result of this struggle. I want to know how many people there are in the studios who are really in want, if you know, as a result of this friction.

I know Mr. Hutcheson hasn't lost any salary about this thing. I know Mr. Walsh hasn't lost any. How many men out there have lost their pay—their jobs?

Mr. MANNIX. Where each one lost, another one was put on. You mean, how many men left the studios during the strike?

Mr. McCANN. Yes.

Mr. MANNIX. Oh, I don't think I am qualified to answer. I would say, roughly, if you want me to guess, somewhere between 3,000 and 4,000 men in the industry.

Mr. McCANN. What percentage of those men are now employed, do you think?

Mr. MANNIX. I couldn't answer that question. I think you have representatives here, business managers of the painters, and you have the business manager of the carpenters, and they keep a pretty close record of their members. They can tell you how many are employed and how many are not employed.

Mr. McCANN. Mr. Mannix, have you any practical solution to prevent such incidents as this from disrupting a great industry which this Congress might help with?

Mr. MANNIX. I would hate to presume I could advise these labor-union men what to do. I have tried that over the period of years, but free advice, you know, is always bad advice.

Mr. McCANN. It might be worth something to Congress, if not to them.

Mr. MANNIX. Well, I would hate to sit here and lay out a rule for them. All I can say is that if there is a job in the lot, some man should get it. If it wasn't for this jurisdictional trouble we are having today, we would have a mean employment, I would say, of about 1,800 carpenters.

Mr. McCANN. I want to ask why it wasn't arranged between the unions involved in this controversy to have a roving group of arbitrators who could go around and say, "You drive this nail and you drive

this one," and let their orders in the different situations be final. Why couldn't something like that have been done and save this whole, terrible strike situation?

Mr. MANNIX. Well, I think, Mr. McCann, what you say would work out; but I think the international laws give to the local unions the control of and jurisdiction over work. So, that wouldn't fit in very well.

Mr. McCANN. It appears these internationals don't have much control over their locals, and the A. F. of L. doesn't have much control over the international. The international can thumb its nose at the A. F. of L.

Mr. MANNIX. From hearsay I hear that, too.

Mr. McCANN. All of these organizations belong to the A. F. of L., apparently.

Mr. MANNIX. That is right.

Mr. McCANN. And yet the A. F. of L. hasn't the intestinal fortitude nor the brains to solve its own family problems. What is wrong then?

Mr. MANNIX. I think the set-up of the A. F. of L., from my little knowledge of it, may be the cause. I think the international president has no authority over autonomous unions.

Mr. McCANN. Isn't there something wrong with the whole union structure if they can't take care of an emergency, such as this?

Mr. MANNIX. I am not qualified to answer. It looks that way to me.

Mr. McCANN. I am trying to find out if you have something to help us work this out with.

Mr. MANNIX. If we could sit down around a table, I could talk more freely. I am a little harassed here with this audience.

Mr. McCANN. You shouldn't be so temperamental. I understand you can run a studio. Let's see if you can help Congress.

Mr. MANNIX. I would like to help you. I will try to answer any question you will ask me.

Mr. McCANN. Mr. Chairman, have you any questions to ask Mr. Mannix?

Mr. KEARNS. Mr. Mannix, you say you employ a man for every man who has been let out. I presume you are speaking of the carpenters in this case?

Mr. MANNIX. That is right.

Mr. KEARNS. They are on strike. Do you mean to tell me the men you employ are as good as the men who walked out in the particular work they are to do?

Mr. MANNIX. Well, the men that were in had a much greater advantage, because they knew our business. We had to bring in new men—new men were sent to us. They are learning the business. I mean, if they are a mechanic, it is just a question of adapting themselves to the particular work they are doing. To measure the merit of one man against another is a pretty difficult thing to do.

Mr. KEARNS. Let us get this straight for the record now. Every man you hired to take a carpenter's place was a skilled mechanic, and all you have to do is to train him to do the work that you want done in your studio; is that correct?

Mr. MANNIX. I think that most of the men that are furnished us are carpenters, doing carpenter work, Mr. Congressman. I don't know whether they are members of the brotherhood, but they are carpenters.

Mr. KEARNS. Would you answer this question: Does it take more of them to do the work than was formerly done by the carpenters who were employed?

Mr. MANNIX. For a long period it did.

Mr. KEARNS. How long a period?

Mr. MANNIX. I should say the first 3 or 4 months of the strike.

Mr. KEARNS. Have you overcome that slack now?

Mr. MANNIX. It is hard to estimate whether we have overcome the slack or not, because the productivity of a man has gone so far—inefficiency of work today, whatever it is—it would be very possible we would need just as many men of the craft out striking as we have now. That seems to be a general complaint from everybody I speak to in industry, that the efficiency of labor has dropped considerably.

Mr. KEARNS. You mean you are not getting a fair day's work for a fair day's wage?

Mr. MANNIX. I honestly don't believe we are.

Mr. KEARNS. The report has come to us that so many people out here during the tenure of this strike have suffered greatly, homes have been affected—in many instances they have lost their homes, where they were trying to pay for them. They have lost equipment for their homes they were buying on the installment plan, and so forth, because of this strike.

Do you think that is a just evaluation of this picture?

Mr. MANNIX. Well, I couldn't testify that they lost their homes, but I know that the salary paid in the motion picture studios is greatly in excess of the salary paid on the outside, for the same time on the outside that the workmen put in in the studio.

Now, whether these are the correct figures or not, I don't know. We are paying carpenters about \$2.50 an hour, and I think they are having difficulty—the union rate in town is \$1.65 or \$1.95. It wouldn't strike me, the carpenter rate in town being \$1.65—that is, the union rate—whether the men are working for that, I don't know.

I know the rate we are paying the men is \$2.50 an hour. Say they got \$1.90; there is quite a spread in an 8-hour day's work.

Mr. KEARNS. You think there is no question in your mind, then, but that the qualified carpenters who formerly worked in the studios would rather still be working there in the studios?

Mr. MANNIX. Well, I believe that they would rather be working in the studios.

Mr. KEARNS. I mean besides the advantages in wages—don't you think they liked their work?

Mr. MANNIX. Yes; I think it was easier, lighter work.

Mr. KEARNS. Weren't they trained for it, too?

Mr. MANNIX. Yes; I should say the average age of our carpenter at the studio—that means he has been there a number of years—is close to 50—and maybe higher than that. I am going back just prior to the war. I was 50 years of age just prior to the war.

Let's just take the years gone by, and it would be 57 years of age.

Now, the painters have a lot, or did have until the last 3 or 4 years—their men were pretty well up in years. I think they have been a rather progressive outfit and brought a lot of younger men into the painters.

Mr. KEARNS. That is rather a bad age to find yourself out of a job you are trained to do, isn't it?

Mr. MANNIX. That is right.

Mr. KEARNS. Well, I can't help feeling, Mr. Counsel, that we face a serious situation in America, where a man spends his entire life training to do a job, whether it be a profession, or a vocation, or any of the skilled trades, and then somebody, who isn't really on the scene of action—isn't even in a part of the country where this work has gone one—by remote control can say, "No, you cannot work any longer. We have decided that we are not going to have this work in there."

Yet I, as an American citizen, have a right to work, and I don't know anybody in America that can stop me from working. If I had a home and a wife and children to take care of, I have a right to work in America.

What I am trying to get at is, when there is no wage dispute out here, there is no disagreement over working hours, and they like their working conditions—they can get more money there than they can any place in the country—probably any place else on the west coast—why someone can say, "You cannot work there."

Mr. McCANN. Mr. Chairman, that brings us back to the problem of the subpoena which we have outstanding for Mr. Hutcheson. That is just returned to us today, not served.

I want to urge again on Mr. Cobb that we would like to know, if possible, within a day or two, whether Mr. Hutcheson is going to be here on the 25th.

Mr. KEARNS. Mr. Counsel, I don't expect to adjourn these hearings until I have Mr. Hutcheson sitting in this seat to my right here [indicating]. I want him here on the coast.

Mr. McCANN. I understand. He may be on the west coast now. I wonder if there is anyone we can find out from, whether he is coming or whether we have to start off on a real search to find him.

Mr. LUDDY. I understand he is at his summer home in Wisconsin.

Mr. KEARNS. We can find that out. We have ways of doing that. I think when the Congress asks for him to be here, he will be here, all right.

Mr. McCANN. We want to have that done as soon as we can.

There is one thing you mentioned which I think is important. We have these international officers that live away from here, and the presidents of the moving-picture companies apparently all live in New York. I want to know why they don't live in California when they have that choice—why anybody should live in New York. Can you give an answer to that, Mr. Mannix?

Mr. MANNIX. I think the 140,000,000 people that don't live in California are wrong; this is God's country.

Mr. McCANN. I am just wondering whether or not the absence of the presidents of the production companies and the absence of the heads of the unions is, in your opinion, responsible at all for this industrial strife out here.

Mr. MANNIX. I don't think the presence of the international presidents of the unions or the presidents of the motion-picture companies would in any way simplify your difficulties here, unless they are of a frame of mind to work out a situation. It is not difficult to sit around in New York and straighten out the jurisdictional troubles in

Hollywood if they have a mind to do it. But they must be of a mind to do it. That is all. As long as the work is being done, it could be set down on paper as to what work is done by one craft and what work is done by the other.

Mr. McCANN. Now, if the locals don't pay any attention to the international presidents, then you have another problem, don't you?

Mr. MANNIX. I don't think your locals cause you your trouble. I think the locals are under instructions.

Mr. McCANN. From where?

Mr. MANNIX. From their international presidents. I don't think the locals cause strikes. I don't think they cause trouble. I don't think they could settle this strike if they wanted to.

Mr. McCANN. You believe that the local leaders here—let's get down to brass tacks—who is the local leader in this community for the IATSE?

Mr. MANNIX. What do you mean by "local leader"?

Mr. McCANN. Who is the chief of the IATSE?

Mr. MANNIX. Each local has a business manager.

Mr. McCANN. There are a lot of those locals?

Mr. MANNIX. There are a lot of those locals. I believe they each elect a president of the particular local—is that right?—a president, a board of directors, secretary, and a treasurer. But they are under international control. They speak of local autonomy. That is right, then negotiate their deals. Many of the local unions negotiate their contracts. They, of course, raise the first red flag of jurisdictional trouble.

They say, "This is our work and we are going to do it."

Now, from that point the local is responsible for a jurisdictional stoppage of work. But if you want to sit down and lay down the law, you won't have any of these jurisdictional stoppages, but that only rests with the international president. I don't know whether he can do it without his executive board, settling what is jurisdiction and what is not. But I am sure that at the local level you couldn't straighten it out.

Mr. McCANN. You don't think this thing can be straightened out until the presidents of the internationals get together and straighten it out?

Mr. MANNIX. I don't think you need any greater proof than that, that when we went to Cincinnati and the presidents of the internationals agreed they would appoint three vice presidents of the American Federation council who are presidents of the international unions to come out here to settle the jurisdictional trouble—after they made their report, Mr. Hutcheson, in a wire which was read today before this committee said he would not live up to this. He had agreed he would abide by whatever this committee would do. I don't think you have to go any further than that.

I don't know of another international president that is causing any difficulty in Hollywood, as far as jurisdiction is concerned. The painters have no jurisdictional trouble here. They had difficulty with the frosting of a window, which was the only jurisdictional dispute the painters had in Hollywood. That may happen once in 6 months in each studio. So we never had any difficulty with that. Our basic

trouble is between the carpenters and the prop makers of local No. 44. That is our basic trouble.

We have a jurisdictional upheaval every now and then between the International Brotherhood of Electricians and the sound union here. But all of those things amount to nothing in comparison with the carpenters versus Prop Makers' Union No. 44.

Mr. McCANN. Mr. Mannix, do you believe that Mr. Walsh and Mr. Hutcheson could sit down at this table and clean up that fight between the prop workers and the carpenters?

Mr. MANNIX. The information I have from all the union representatives is that the only ones who can settle it is Hutcheson for the carpenters and Walsh for the IA. Now, if there is some other power behind that, that I know nothing about—but that is my information, those two gentlemen could straighten this strike out.

Mr. KEARNS. Mr. Counsel, as far as we have gone here today it is becoming quite obvious that—it reminds me of a statement made by Bill Terry a few years ago when he was managing the New York Giants. He wanted to know if Brooklyn was still in the league, and then later on Brooklyn rose and smacked Bill Terry down. What we have facing us right here today is the fact that Mr. Hutcheson, Mr. Walsh, and some of the others have forgotten that California belongs to the Union, and they should get out here and as you just said—get around and talk to people so this local union would know what to do and so their work is prescribed and we would not have a jurisdictional trouble here. That is the thing we are facing right here. They must get on the scene, and I want you, as counsel, not to leave a stone unturned to see that we get them here.

Mr. McCANN. I think we will get Mr. Hutcheson here before we get through, Mr. Chairman. I have a few more questions.

Is it not a fact that for the past year there has been a great demand generally outside the studios for carpenters around the Los Angeles area?

Mr. MANNIX. Yes, sir. I said I believe they are all employed on the outside. That is my information.

Mr. McCANN. To your knowledge, has there ever been a greater demand for carpenters and painters in the Los Angeles area than there is now and has been for the past 2 years?

Mr. MANNIX. Well, my knowledge is only what people tell me about it. I make no investigation of the amount of work going on in the community, but I think there is a great building program going on.

Mr. McCANN. It is your understanding, is it not, that the striking painters and carpenters have been employed outside of the studios?

Mr. MANNIX. Yes, sir.

Mr. McCANN. In your opinion, is there any necessity for a carpenter or a painter being out of work in southern California now or during the past year?

Mr. MANNIX. I can hardly answer that, except it seems we have the greatest building program we have had for 20 years.

Mr. McCANN. From what we have been able to gather, there is a terrific need all over the country for painters, carpenters, bricklayers.

What do you know, Mr. Mannix, of any agreements between Mr. Nicholas Schenck and Mr. Walsh?

Mr. MANNIX. Agreements regarding what, Mr. McCann?

Mr. McCANN. Regarding the work situation in Hollywood.

Mr. MANNIX. Nothing whatsoever.

Mr. McCANN. Were you present at the time of any agreement between them when they entered into any agreement, or did they enter into any agreement between them?

Mr. MANNIX. Agreement between them? They had no private agreements whatsoever.

Mr. McCANN. Do you know of any record of any agreements between them?

Mr. MANNIX. I know of no agreements between them and I know of no record of any agreements between them,

Mr. McCANN. Isn't it a fact that Mr. Schenck and Mr. Walsh agreed in 1945 that the IATSE would take over the carpenters' work?

Mr. MANNIX. Mr. Schenck had nothing to do with the 1945 strike. It was handled here in California.

Mr. McCANN. And you were one of them that handled it?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Do you confirm the testimony of Mr. Kahane that the July 2, 1946, contract was for 2 years, or ended July 1, 1948?

Mr. MANNIX. The July 2 contract was for 2 years. Our great dispute in that was the Conference of Studio Unions wanted a 1-year contract, and the reason why they wanted the 1-year contract was they were afraid of the run-away cost of living. We agreed if the cost of living went up in excess of 5 percent, I believe it was, as between July 15 and January 15, or July 1 and January 1—I think it comes out on the 15 and we had to split it—that we would then give a bonus, the difference between the cost of living as of July 15 and January 15, or July 1 and January 1. I don't recall which the dates were—it was either the 1st of July and the 1st of January or the 15th of July and the 15th of January—and at that time we gave an increase in wages. We found out in February—I think it was, late in February—we got the reports from the Government it had gone up 0.1117, and our men were given, retroactive from January 1 to that date, an 11-percent increase in wages.

Mr. McCANN. Are you willing to abide by the contract that was made at that time now?

Mr. MANNIX. I don't understand what that means. Are we willing to abide by the contract that was made at that time?

Mr. McCANN. I am going to read that to you. Are you willing to abide by the contract?

Mr. ZORN. Excuse me, Mr. Chairman. May I object to that question? That calls for a legal conclusion. It is for the purpose of building up a private lawsuit, and I don't think this witness should be required to answer it.

Mr. KEARNS. We will have all these questions taken through the attorney. Direct your questions to Mr. McCann.

Mr. McCANN. Mr. Chairman, I advised counsel if they have any objection to any questions, other than those that would tend to incriminate the witness, if they will just nudge me on the arm and tell me they have a little objection, I will give serious thought to not asking any questions that they object to.

Mr. ZORN. Consider yourself nudged, Mr. McCann.

Mr. McCANN. I think, Mr. Chairman, that inasmuch as we have a record in there that there is a contract, that the question is immaterial, and it will be withdrawn.

The July 2, 1946, agreement, called the Beverly Hills agreement, provided for 2 years, did it not?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Was there an agreement after that for the IATSE to take over the work of the carpenters?

Mr. MANNIX. I don't quite understand "after that." That was the end of the strike. There was no other agreement made with the IATSE to do any work except their own work until the present strike.

Mr. McCANN. Well, that present strike came at what time?

Mr. MANNIX. It came in September.

Mr. McCANN. There was an agreement then in September that they would continue to do their work and any other work that was necessary to keep the studios going?

Mr. MANNIX. At September—you heard the testimony that the carpenters came in and notified us at 6 o'clock in the morning.

Mr. McCANN. That is right, sir; I remember that.

Mr. MANNIX. The IATSE at that time had the job of set erection, having the men for that, and they had the local, so that local took over the building of sets in the studios as well as just on the stages?

Mr. McCANN. That is right. I think that has been properly covered by Mr. Kahane. Isn't it a fact that the carpenters were called in and paid off on the morning of September 23, 1946, Monday, when ordinarily they would not have been paid off until the next Thursday?

Mr. MANNIX. I couldn't answer that question. We can get that record for you. What was the occasion for that? I mean I don't quite understand. Is this prior to the period in which they refused to do work assigned to them?

Mr. McCANN. In general, sir, I think it refers to this testimony that has been given here with respect to the carpenters serving notice. I found, I think, somewhere in Mr. Kahane's record something which shows that by the 23d of September the carpenters all were out.

Mr. PRICE. The 23d to the 25th, they were laid off and paid off.

Mr. McCANN. They were laid off and paid off on the 23d?

Mr. PRICE. Whenever they refused to do the work.

Mr. McCANN. The question is this: Did the companies have the checks made out for the carpenters when they came to work in the morning rather than when they refused to do the work during the day?

Mr. MANNIX. I would answer "Definitely no." Mr. McCann, may I ask this question: You are asking these questions regarding this as they apply to Loew's, Inc.; is that right? You are not asking industry-wide? Because I only can answer for my own company where I have any control.

Mr. McCANN. It will be so construed, sir, that your testimony applies only to your personal knowledge of your own company.

Mr. MANNIX. Thank you.

Mr. McCANN. Now, Mr. Chairman, I move that we adjourn until 10 o'clock in the morning.

Mr. KEARNS. So ordered.

(Whereupon, at 3:54 p. m., an adjournment was taken until Tuesday, August 12, 1947, at 10 a. m.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

TUESDAY, AUGUST 12, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 10:10 a. m. in room 324, United States Post Office Building and Courthouse, Hon. Carroll D. Kearns (chairman of the subcommittee) presiding.

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Kahane will return to the stand.

Mr. KEARNS. You are already under oath.

Mr. KAHANE. Yes, sir.

Mr. KEARNS. I want to make a statement that this hearing has been delayed for 10 minutes. I want to announce to the press this delay has been caused because counsel has been setting up procedures for questioning that is to come in, and I made an announcement they would have to meet prior to 10 o'clock, so we wouldn't take any time out of the hearing time. I want it understood why we had this delay.

Mr. Counsel, I think we will take time out to read any of the exhibits submitted today, regardless of the time it will take, so everybody will know what we are entering into the record.

Mr. McCANN. Mr. Chairman, I think it is an excellent idea, except that numerous exhibits probably will be introduced during the course of the hearing which may involve 40 or 50 pages. I think those exhibits should be marked for reference purposes only or identified for the record, and before they are submitted as exhibits or read into the record we should have a chance to go over them.

Mr. KEARNS. Will it be possible for a summary to be given so the press will have the proper opportunity to get the content of them?

Mr. McCANN. If counsel for the various parties involved, when they are offering a substantial exhibit, would make brief notes stating what is covered in the exhibit or what the purpose of the exhibit is, that would save us a great deal of time. Don't you think so, Mr. Price?

Mr. PRICE. Yes.

Mr. McCANN. Mr. Luddy, is that agreeable to you?

Mr. LUDDY. Yes.

Mr. McCANN. Mr. Cobb?

Mr. COBB. Anything this good chairman does and anything this good counsel does is agreeable to me.

Mr. McCANN. I don't know how good we are or how good we will be. Thank you for the compliment.

Mr. KEARNS. Let's make that mandatory so there won't be any misunderstanding.

Mr. McCANN. After this when any exhibit is offered, it will be required of the various counsel they will prepare a brief synopsis, so the synopsis may be read, and time taken out by the committee and the counsel to examine the exhibit before it is definitely received in evidence.

I believe, in view of the statements made, exhibit 8 should be read in the presence of this witness, as it is supposed to have been his testimony before the National Labor Relations Board. Let the record so show.

(Exhibit No. 8 was read here by Mr. McCann. It was then filed with the committee as a reference exhibit.)

Mr. McCANN. Mr. Chairman, at this time I have a statement submitted by the producers which has been cleared by the other counsel. May it be understood that the testimony just read into the record is only part of voluminous testimony on the subject which was taken by the NLRB, and that the Board's examiner has fully gone into the matter and made his findings on the subject.

Now, if you have it, gentlemen, we will introduce it into the record as an exhibit—

Mr. PRICE. Why don't we just take those three pages? There are only three pages that are material on this point.

Mr. McCANN. All right, I will at this time read those three pages and then I will have the court reporter mark them as exhibit 8-A.

The document is marked "Case No. 21-C-2735," and it is before the National Labor Relations Board in Washington, D. C. The subtitle is "2. Payments of Bonuses."

(Exhibit 8-A was here read by Mr. McCann. It is reproduced in the appendix.)

Mr. PRICE. That is the report of the trial examiner, and is signed by Mortimer Riemer.

TESTIMONY OF B. B. KAHANE—Recalled

Mr. McCANN. Mr. Kahane, you have heard the question and answer portion that was read from exhibit 8?

Mr. KAHANE. Yes, sir.

Mr. McCANN. Was that a true and correct recitation of the questions and answers which you gave?

Mr. KAHANE. It seems to be a true and correct transcript.

Mr. McCANN. Mr. Chairman, there is another basic document which it seems to me should be read into the record here. It is a statement made by International President Walsh of the IATSE at the convention of that organization—the thirty-eighth international convention in Chicago, I imagine.

Now, there are portions of this report that are not going to be read, but I am going to read the introduction and then I am going to ask someone else to read a portion of this into the record, so we will get the background of this Hollywood strike from Mr. Walsh's personal statement to his convention.

Mr. KEARNS. I think it is very important.

Mr. McCANN. I am reading now, Mr. Chairman, from testimony and from the record which was submitted from the convention by

Mr. Schatte before the Committee on Education and Labor in Washington at our legislative hearings. I am reading from page 2851 of volume 5 of our own legislative records.

International President WALSH. Delegates to the convention, I could have sat down and probably dictated a report on the Hollywood situation and had it read to this convention, but it is so important to the International Alliance as a whole that I deemed it advisable to make the report to you myself.

I have lived this report; I am not just writing it. In the past, and this is no reflection upon the other international presidents, they have seen fit to assign international representatives or vice presidents to go out to Hollywood. I have gone out myself. I wanted to see just what was going on.

I have sat out there where you are now sitting and I have been listening for years and years to Hollywood. I have listened to Hollywood when we had approximately 200 paid-up members out there. That is not so far back; I believe it was the 1932 convention.

At the 1934 convention I listened to delegates, who did hold the challenge by working some place else and paying their per capita tax to the Alliance, stand upon the floor of this convention and practically beg that we assist them.

I listened to the story of the 1933 strike. You know what happened. You know that the union men of the IATSE, working in studios in Hollywood, walked out of the studios in support of the soundmen's local. You know the story of how they were run over by the other trades going into the studios to take their jobs.

When that strike was called we had about 9,000 members, I think, in Hollywood. When these, if I may call them, villain trade-unions had cut up our jurisdiction out there, we had less than 200 paid-up members in this Alliance.

It was not easy to get back into the studios. We practically had to kick our way back. I handled assignments—one outside of the city of Worcester—where we attempted to get a laborer on the job when they were shooting that location picture. I can report to you that we were not successful in even placing the laborer.

You know the story of Thirteen Hours by Air, where the International Brotherhood of Electrical Workers insisted that the cameramen carry a brotherhood card before they could come to the Newark airport to photograph that picture.

I go over a little bit of this history so that you will know what has happened in this fight. We had to practically threaten to strike all of the theaters in the United States in order to get back into the studios.

In the city of Chicago here, where the fight was spearheaded, some of the men reported for work; the sound didn't work right; sometimes the picture didn't go on; and then later on, they had to report down to the union to see what was going on down there, until finally the heads of the producing firms decided to sit and meet with your then international president.

They met in the city of New York, and we forced our way back into the basic agreement. Not alone did we force our way back into the basic agreement, but for the first time in the history of Hollywood, we forced a closed-shop issue, and we signed a closed-shop contract.

Maybe that was the start of our troubles because IATSE forced the closed shop. Then they went to work and assisted the other unions in the studios to get their closed shops.

That is all I am reading from page 2851.

Now, at the top of page 2855:

So we got on a train and we went to New York, and I sat down with Hutcheson and some of his official family. I took along a representative of our property-men's local with me, and we tried, at this meeting, to adjust our differences of jurisdiction. They had pictures that they brought—maybe 8 by 10—which would be a picture of a set. And Hutcheson would take this picture and say, "Whose jurisdiction does that belong in?"

So, let's say the picture was of a western street scene, and up over the bar was the big sign advertising the bar and advertising the pawn shop, and so on up and down this western street scene. He said, "Who builds that? You build it, Hutch." I said, "It belongs to you." "O. K. No dispute on that. We will accept that."

They came out with a picture that had a bar in a corner of a hall like this. "Who builds that bar? Is there a dispute?" "You build it. It is yours."

We have a picture of an old-fashioned house with an elevator structure that runs up and down, as some of you people have seen it, between the stairs. "Who builds that?" "You build it."

Then we would come to tables and chairs. He said, "Who builds them?" "They are props," I said, "we build them." They laid that one aside. There was a dispute.

We went on for about 4 hours like that, with various pictures given. They were taken some place. And I thought we were going along and doing pretty good.

I made a suggestion to Hutch; I said, "We don't need the employer there"; because at that time Mr. Nick Schenck was sitting there, Casey was sitting there, and Joe Vogel was there. So I thought we could get along better if the employer was not there. So I said, "Let's you and I come back with the committee tomorrow morning and sit down and see if we cannot adjust all the differences." He agreed.

We came back the next morning and went over some more pictures and gave some more jurisdiction away, and gave so much jurisdiction away that the representative of local 44 was squirming in his chair—and you from Hollywood know that Cappy DuVal does not give anything away if he can help it.

We continued to adjust, because I knew how serious this was, and I wanted the men back in the studios. I knew if they went back we would do the job much more easily. It went on for another 2 hours or so, and then Hutcheson made his mistake. He leaned back in the chair, and he said, "We want all woodwork, all woodworking machinery, and all work on wood and wood substitutes."

It covers a lot of territory. If this microphone were to be built out of wood, it would mean that our property men who normally build this would not be permitted to do that. So I turned to Hutcheson and said, "Hutch, you get nothing." I said, "Now, if you want to settle along these lines that we have been talking about, I am willing to do that. I make this suggestion to you: We have agreed on certain jurisdiction which belongs to you and certain jurisdiction which belongs to the IATSE. I suggest that any jurisdiction that is in dispute, that we send it back to Hollywood and that we let the local unions out there appoint committees and let them sit down among themselves and try to adjust any jurisdiction which we have not been able to agree upon. If they cannot adjust it within 30 days, then you and I sit down and we agree to adjust it."

He said, "No; I want all wood, wood substitutes, and all woodworking machinery."

I thought that we had leaned back a long, long way in that meeting, and I did not want it to break up, so I said, "We agreed with the employer that if we could not come to an agreement that we call them back into the picture and see if they could help us out." So we asked Nick Schenck, Casey, and Vogel to come back in again and we told them what we had done.

Mr. Schenck, who is a good friend of Hutcheson's, said, "Hutch, do you mean to tell me that you sit there like a man of iron and that you would not bend one way or the other? Do you realize that our studios out there are practically closed? Do you realize that we have enough pictures on the shelf to run the theaters of this country for pretty near a year? But there is one thing that disturbs me and it should disturb you. And," he said, "that is that we are only 6 weeks ahead of the boys on the other side. That every picture that we make is put on 16-mm. film and sent over to the boys on the other side."

"I am not patriotic, or I am not a great patriot. I don't believe that I am worried about them. But I have some people in there that I like very much. It is not business interests with me," he said, "it is the same interest that you and every other American should have. Do you mean to tell me that you are going to let these studios stay closed and that those pictures will be stopped from going to the other side?"

Hutcheson said, "I cannot do anything about it. I must take my jurisdiction and I must get what is mine."

Schenck turned to him and said, "Hutch, we have been friends for many years. I have done business with you for a long, long time. You have never come to me and asked for anything which I did not try to give you. And this is the first time that I have asked you for anything and you have turned me down." And he said, "It is not pleasing." He said, "Now we are going to run those studios, whether your men come back in there or not. Now, will you send your men back in?" And Hutch said, "No."

The meeting broke up, and as I walked down Broadway with Nick Schenck, he said, "Can you run the studios?" I said, "Well, we will make an honest effort to do it. There are some 4,000 people out. There is no loose manpower laying around." But I said, "We must keep our theaters operating. If the studios shut down, our theaters shut down, because it is the source from which they feed. We will run the studios, but only on the one condition that you have no contracts whatever with any of the people who are out on strike. I think that you should go back to Hollywood again and give them the chance to come back to work if they want to come back. And then if you see fit to cancel the contracts with these organizations that you have, then we will attempt to supply men, and not until then."

We went back to Hollywood. There were telegrams sent to every organization. There were letters sent to the individuals and they were asked that they come back and go to work, and they refused. Now, you will have to understand that the case was before the National Labor Relations Board, and that both sides had agreed to be bound by the decision; that is, the final decision of the National Labor Relations Board. That was already agreed to. So that the argument so far as the set decorators were concerned was practically wiped out.

They canceled all the contracts, all the local unions that were out, because every local union had violated its contract. Every local union had agreements with the employer and with this international union as to how they should handle jurisdictional disputes, and as to what conditions they had the right to go out on strike on. They violated every one of them. They violated the mandate of the American Federation of Labor when Bill Green asked them to go back to work. They violated the War Labor Board when they told them to go back to work. They told everyone where to go and they told them they would close the studio up until they got what they demanded; and they were demanding that all the jurisdiction be amended—the electricians, the carpenters, everybody, not just the set decorators.

So we started to try and supply help to the studios. I think we did a pretty good job. The studios opened up. They were running. Our members were going through the picket lines—not that they wanted to go through. I don't think any labor man wants to go through a picket line; but he has the right to decide whether a picket line is a picket line or not. And this picket line was wholly unauthorized by anyone.

This continued. We kept working in the studios. Then I was summoned to the executive board in Washington, D. C.—the executive board of the American Federation of Labor. I went down to the executive board of the American Federation of Labor in Washington, D. C. I argued the case out before them. I showed them what we were trying to do, and I believe they agreed with us. I showed them that the painters and the decorators of America had taken into their jurisdiction not alone set decorators, but screen-story analysts, set designers, office employees, screen publicists—they had everything in there whether they had any connection with a painter or not.

Their excuse for the screen publicists was that they paint a picture to the public with words. And that went on with the other crafts just the same way.

The executive council of the American Federation of Labor ordered us to cease and desist in what we were doing. Well, we were not just too anxious to cease and desist because we thought that we were right. We had issued charters out there to the carpenters and painters, and we issued them because some of our local unions would not cooperate to the extent of taking in enough members to cover the jurisdiction which we thought belonged to them. I went to the juicers—

Is that right?

Mr. LUDDY. Yes; electricians. A trade name.

Mr. McCANN. That is a new one on me. I thought that had something to do with juicers.

I went to the juicers, 728, and I said, "Here is the jurisdiction over all electrical equipment, for which you have been crying for years. Take these people in and organize them. Run the studio." They did not see fit to do it.

We went to the laboratory technicians and said, "In New York the maintenance of machines is done by the laboratory technicians of New York, and they have been so specified in their contract." I said, "Here is a good chance for us to clean up that controversy out here." We don't want to take any machinists'

jurisdiction; but it is a question of whether they have taken our jurisdiction, coming in with a can and claiming that they must oil the machinery and adjust it, and so forth. We thought we had a lot of technicians qualified to do the job. The laboratory technicians did not see fit to do it.

I found out that in the studios, that the machinists were going up in our motion-picture booths, and taking care of the motion-picture machines. If there was a sprocket to be replaced, they replaced it. If the machine had to be adjusted, they adjusted it. We stopped that, and I will say this much, that the operators out there did cooperate, some reluctantly, but after the case was explained to them, they did a pretty fair job on it.

We had to issue charters to take care of the work which nobody would take over out there. So, in issuing the charters, we got in trouble with the American Federation of Labor. I was asked if I would attend a meeting in Chicago, with the building trades men, and I said, "Yes, we will go there."

We went there. Hutcheson was again presiding at this meeting. He had presided in Washington, by the way, and he was presiding at this one. We went in there and had quite a discussion. We tried and tried hard to adjust it, and I asked them all, I said, "Please go back to work in the studios. Take up where you left off, and we will adjust everything." They said, "No. Everybody that you put in there on the job must get off the job before we will step into the studios."

Well, now, there have been many promises made out in Hollywood, and many promises broken. I had made a promise to all the people who went into the studios who helped us to fight, that we would not desert them when the time came for adjustment, if there was to be any adjustment. So that meeting broke up because I would not take all the people out of the studios and put all their people back in. And I may call your attention to the fact that in the settlement of the strike in 1933 we had to take into the IATSE everybody who carried an IBW card, a united brotherhood card, and everybody went in there and took our jobs when we went out. But they were not willing to agree to that.

So that meeting ended. The executive council of the American Federation of Labor met in the city of Chicago, and they ordered us there, because of the fact that we had not complied with their mandate to cease and desist what we were doing in Hollywood. And we went into the council of the American Federation of Labor, and we must have put up a pretty good argument, because they didn't throw us out, as everybody said they were going to do—throw us out of the American Federation of Labor. All of the Hollywood sheets had funny pictures of Walsh going out the window, and Walsh going out the door. Walsh, of course, was your international president. But they didn't throw us out. They again told us to withdraw the charter of the carpenters and the painters, and any other charters that we had illegally issued.

I called an executive board meeting of your executive board, and we decided to comply with that. But before that was done, the executive council had ordered that we sit in Washington, D. C., as a committee and see if we couldn't adjust our differences. So we went to Washington, D. C., and we sat for 3 days. President Green presided over the meeting and did a pretty fine job. The meeting was almost ready to break up, and I suggested, because President Green was over at the White House, that we wait until he came back, and give him the right to sit there when we broke up, or at least give him the right to try and adjust it. When he came back we sat for some more hours, and we reached this agreement.

I haven't got it here. I thought I had it in my pocket. We reached the agreement that we would send the case back to Hollywood and see if it could be adjusted out there by local committees sitting, and adjust the differences. That was to be done within 30 days. We sent it back there and the committees didn't even get together. The mass picketing job started, and you know what happened, I think, from the papers. We were wrong again, by the way. Our men went to work that morning. There were close to a thousand pickets on Warner Bros.' studio, and, as three automobiles came up filled with IA men to go to work, they were turned over. Now, it is a cinch they didn't turn themselves over. Somebody must have pushed them, and a little fight started. We decided that we were going to work in the studios. Some of our local unions out there of the IATSE decided that we were wrong. However, the loyal members of the IA, and there were many of them out there, on the next morning, or the morning after, decided that they were going to go through that line and go to work.

I think that covers the picture. I will stop reading at the top of page 2858.

Mr. McCANN. Now, Mr. Chairman, I will turn this volume over to counsel for the IATSE, and ask if there is anything further there that he desires to read into the record; that is, from the testimony received by our committee in Washington.

Mr. KEARNS. I wish to recess at this time. I have some information I have to get.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, you had a question or two you said you wanted to ask Mr. Kahane.

Mr. KEARNS. Mr. Kahane, as vice president of Columbia Pictures—is that correct?

Mr. KAHANE. That is right, sir.

Mr. KEARNS. Does your company have any contemplated building program in mind on the studio lot?

Mr. KAHANE. Well, our studio is woefully inadequate, and we have been attempting to find sites, satisfactory sites, and as soon as the building situation eases we expect to expand our studio facilities.

Mr. KEARNS. Do you know of any union regulation that would keep you from having any building construction on the lot?

Mr. KAHANE. Well, the threat has been made by Mr. Hutcheson that when the studios and theaters adopt an expansion program they may find it difficult to get men to work as carpenters or in the building trades on those projects, but that is just a threat that has been made. I don't know that we will actually face such a situation.

Mr. KEARNS. You don't have anything to that effect in writing?

Mr. KAHANE. No, sir.

Mr. KEARNS. Mr. McCann, if you have no further questions of Mr. Kahane, I suggest we dismiss him so that we can contact him or so that we can reach him within a half hour's notice.

Mr. McCANN. Would that be agreeable with you?

Mr. KAHANE. Yes; I will be available at any time, at least on a half hour's notice.

Mr. McCANN. We don't want to interfere with your regular duties any more than necessary, but you understand you are not excused from the subpoena as yet, and we will call you, then, in case we need you.

Mr. KAHANE. I will keep myself available.

Mr. McCANN. Thank you so much.

Mr. Chairman, I understand that Mr. Luddy, counsel for the IATSE, had some sections of this that he wanted us to read.

Mr. Luddy, do you want additional time to look that over?

Mr. LUDDY. I wonder if I might do that during the noon hour?

Mr. KEARNS. Let us postpone that to the afternoon session.

Mr. McCANN. We will take it up this afternoon and give you an ample opportunity to examine it.

Now, Mr. Chairman, at this time I would like to call Mr. Mannix back, to see what he can contribute to the picture.

Mr. KEARNS. You have been sworn, Mr. Mannix. Take the chair.

TESTIMONY OF EDWARD J. MANNIX—Recalled

Mr. McCANN. Mr. Mannix, you have previously been sworn and testified yesterday, I believe.

Would you be so kind as to tell the committee about the several conferences which you had with Mr. Walsh in connection with the strikes of 1945 and 1946, in Los Angeles?

Mr. MANNIX. That is a broad subject. The several conferences with Walsh, before or during the strike?

Mr. McCANN. Mr. Mannix, let's withdraw that question. Please strike the question and I will start over again.

Did you have any conferences with Mr. Walsh prior to the strike of 1945?

Mr. MANNIX. I have had conferences with Mr. Walsh since he has been president of the international. I must say that I had conferences with him before the strike in 1945.

Mr. McCANN. Well, did you have any conferences with him with respect to the strike of 1945?

Mr. MANNIX. Now, I had a conference with Walsh—I can't tie the date up to the strike, whether the strike was in effect or whether it was a day or two before or a day or two after the strike started, but I think that you have heard in the record most of the testimony about that conference. I just can't place whether it was the day before or the day after the strike started.

Mr. McCANN. Do you recall what took place, sir?

Mr. MANNIX. Well, we discussed that situation of—it was the conference that was discussed here yesterday, where the arrangement was made with Walsh to try to supply help in case of a strike. We had had notice of the strike of March 12, which had started just prior to that, there had been a walk-out or work stoppage, and we made arrangements with Walsh—Walsh, knowing the situation, would furnish us, or try to furnish us, with help to keep operating.

Mr. McCANN. Was that after his conference with Schenck in New York?

Mr. MANNIX. I can't place the conference with Schenck as it was read into the record this morning. It started in 1938 and the next was happenings that might have been in 1945 and 1946.

Mr. McCANN. That was because I was trying to save—you understand, Mr. Mannix—reading over this entire record, and was trying to bring in the early story as he gave it in the beginning and as it leads to the later developments which took place in connection with the union controversy, in the conference between Mr. Schenck and Mr. Hutcheson. I wanted to ask you whether or not he commented to you at this conference on the promise which he had made to Hutcheson that he would provide help to keep the studios running.

Mr. MANNIX. I don't recall whether he mentioned Hutcheson's name.

Mr. McCANN. I mean Schenck, not Hutcheson.

Mr. MANNIX. Nothing.

Mr. McCANN. He didn't mention that?

Mr. MANNIX. I know of no arrangement where Schenck had anything to do with the strike out here, where he had made any arrangements for it.

Mr. McCANN. You certainly were not with Mr. Schenck in New York discussing any arrangements at all, but Mr. Casey was there, according to this record.

Mr. MANNIX. I was not there.

Mr. McCANN. I am not interested, and I want to re-emphasize the fact, I am not concerned with respect to the economic battle between various elements here, but I am concerned over this whole historical picture which has been opened through the matters which have been read, the battle between the unions which has covered apparently a number of years, and particularly the position of the union leaders in not surrendering any of their jurisdiction.

Now, yesterday you said that you thought it might be possible, if we could get these fellows together, to get some settlement of those issues. You have heard the statement read, what Mr. Walsh said about getting together with Mr. Hutcheson and it didn't seem to do any good; there was no yielding on the part of the carpenters. I wondered, was there any statement at any time made to you personally by Mr. Walsh with respect to this situation that would enlighten the committee.

Mr. MANNIX. Mr. Walsh told me in one of the conferences personally what led to him going to New York and having a lot of 8-by-10 pictures and sorting them, and I think he told me there was a thousand pictures in which they showed the work, and the first 2 days the same thing seemed to progress very well, and the third day it blew up.

I didn't know who was present at that conference, but Walsh knows. So I spoke to him many times and asked whether he and Hutcheson couldn't get together, and each time I bring it up he recites this particular situation.

During that, Walsh told me that there was about a thousand pictures and that they had gone through practically all of them, and there was a pile on one side and a pile on the other, that he had given up his jurisdiction to Hutcheson, and Hutcheson came in the third morning and said, "Dick, it is all off. I must have all wood, wood substitutes, and wood working machinery." And that seems to be a pretty firm stand. Of course, that is what we are confronted with in these jurisdictional strikes.

Mr. McCANN. Mr. Chairman, I have no further questions at this time. I would like to excuse Mr. Mannix subject to the same condition, and here is a question I have been requested to ask.

Mr. KEARNS. I have a few more questions to ask him.

Do you have any correspondence with Mr. Walsh and Mr. Hutcheson that you could make available to this committee?

Mr. MANNIX. Personally? All communications between Walsh and Hutcheson would have been carried on by the association, the labor department of the association.

Mr. KEARNS. You personally would not have any?

Mr. MANNIX. I would not have any communication with them whatsoever.

Mr. KEARNS. Do you agree with what Mr. Walsh said in the statement, that possibly this closed-shop situation was the beginning of all the trouble here in the Hollywood studios?

Mr. MANNIX. Well, that is a difficult statement. If closed shop brought greater jurisdictional lines, I would agree with it.

Mr. KEARNS. Did it bring greater jurisdictional lines?

Mr. MANNIX. Well, under the closed-shop operation, we had more difficulty with jurisdictional disputes. Up to 1933, when we were open-shop studios, we had a little trouble, but nothing serious—nothing to close us down here or cause any great inconvenience in operation. In 1933 was our first strike, and that was jurisdictional, and that was on an open-shop basis at that time: when the IBEW and the juicers' union had the dispute in 1937, I think was the first closed-shop arrangement, or it may have been 1933 or 1937 was the closed shop, but from 1937 on we had two long strikes, one lasting 9 months and one still in effect which started in September. Now, whether the closed shop is the cause of that, I wouldn't say, except that the record looks like the closed shop has caused the longest strikes.

Mr. KEARNS. In other words, under the new provisions of the act, that trouble may be eliminated; do you know that?

Mr. MANNIX. Under the new provisions of the act, meaning what?

Mr. KEARNS. The Taft-Hartley Act.

Mr. MANNIX. I am completely incompetent to answer. I haven't had an opportunity really to go through the act. If I did I don't think I would know much more about it unless somebody interpreted it for me. It is a lengthy act and—

Mr. KEARNS. Now I want to ask you the same question I asked Mr. Kahane. As vice president of Loew's, do you have any contemplated building program in the offing?

Mr. MANNIX. At the studio?

Mr. KEARNS. Yes, sir.

Mr. MANNIX. At the present time nothing to amount to anything. We have had some vaults we wanted built, and we had to build them with the same labor that was in our studio. We could not have it contracted on the outside. They wouldn't come in to do it at the studio, to pass the picket line.

Mr. KEARNS. Have you had any correspondence from the carpenters' union saying that they would not take contracts for any permanent building construction on the lots?

Mr. MANNIX. No; we have never had any.

Mr. KEARNS. Have you as an employer ever had any complaints from your employees to the effect that they are very much perturbed or dislike the assessments that are made upon them by their various respective unions?

Mr. MANNIX. I don't recall any member of the union discussing it with me. I have heard hearsays of it, but no member has ever made any great exception to it. We have had occasions where they have discussed the increased initiation fees, but outside of that—

Mr. KEARNS. Would you say that it was in a complaining manner?

Mr. MANNIX. Well, I am not close enough to my people any more. The great problem of employer-employee relationships, the employer is forced further and further away from his employees.

Mr. KEARNS. You are divorced, in other words?

Mr. MANNIX. We are divorced from them, and that, I think, could be part of our serious trouble in the studios and the labor conflicts. Management's voice today is not heard down the line at all. The unions have become so powerful in their economic strength that they are putting in heads of departments and foremen and supervisory

work that formerly was handled by representatives of management. The steward system—that is the complaint department, finding what is wrong with the man who pays the salary. You go right down the line, and if a man does a good day's work he is called up on charges. That is my hearsay about it. All foremen are checked over by the steward and the steward reports back to the union about the foremen, and the foreman reports to the head of the department, and I found that by my lack of contact with the employees and knowing their troubles, what they may be, is caused because I am the boss over them, and I have a barrier in between me and the men. My voice is never heard down the line. They don't know about it. They don't know what I want. I have to go through one, two, three, four, five men before it gets down to the men.

Mr. KEARNS. Aren't you aware of the fact that under the new provisions of the act you will have freedom of speech with your employees?

Mr. MANNIX. Well, I have heard about it. I don't know whether or not I have been deprived of the right of freedom of speech in talking to the employees.

Mr. KEARNS. I think I can speak for the committee as a whole. At no time during the hearings of the full committee, Mr. Counsel, has there been opposition to unions, and we feel that the unions probably have played a great part in the building of industry in America. We have felt that the leaders of unions have done the very thing that you are speaking about, separated employees from the employers. The thing that we found out was that the boss no longer could go down to the place and say, "Hello, Sam," or "Hello, Tom. How is the family? How is the little home you built?" and all those things, and that is because you feel incriminated in speaking to the men who are on your pay roll.

Evidently there has been a purpose for this divorce and it has caused a lot of trouble, and the labor leaders must realize that an employer and an employee can still be good friends. I think the boss wants to know the men and I think the men want to know the boss again, and I think though that you are going to have relationships that will integrate the whole difficulty that we are having in labor today. The program must be integrated.

I hope, once the Board comes into effect August 23, that employers in the future, after they have the freedom of speech, so to speak, in their industry, will never abuse it, and build up a confidence among the men that will never lead to situations like we have today, but you are going to be on trial just as much as the men.

Mr. MANNIX. Mr. Congressman, I would just like to say that I have been a prolabor man all my life. I fortunately worked many, many years ago under the carpenters' union, and I don't know whether I was ever qualified to have the card, but I had a card some 35 or 36 years ago, and I worked as a carpenter. I think I was a bad example to furnish any of the carpenters, but I worked like the devil, and I have lived through life being a prolabor man.

Mr. KEARNS. Do you still have your card?

Mr. MANNIX. No, no; I didn't say that. I would be very proud if I had it. I must say that I would be proud to have a card in any union. I have no card in any union at the present time. I am divorced—I am on the outside—and I have very little right to a card.

Mr. KEARNS. Do you have any further questions, Mr. McCann?

Mr. McCANN. Yes, sir; just a further question.

What was said by Mr. Mannix a moment ago reminded me of a conference which Mr. Kearns and I had in the offices of the Victor Co. recently, where the public-relations man had, without request, granted four holidays to all of the employees of the company. He thought that the regular employees ought to have the same holidays as the office employees, and the union representative at once bawled him out and said they had no right to give anything except through him and at his request, that they were going beyond their powers. He used that as an illustration of how difficult it was to really do anything for employees under the present set-up.

Do you believe the differences between the unions could be arbitrated, sir?

Mr. MANNIX. Arbitrate the jurisdictional differences?

Mr. McCANN. I am reading this question as given to me by Mr. Cobb, and I assume that it refers to jurisdictional differences.

Mr. MANNIX. I think that is a matter that I am completely incompetent to answer. The union laws and bylaws of each union prescribe certain conditions on whether they can arbitrate or not arbitrate jurisdictions, I believe. That is what I have been informed, and Mr. Cobb's question indicates whether the carpenters can arbitrate jurisdiction with another union.

Mr. McCANN. Well, assuming their bylaws would permit it—now, let's just wash away the limitations of their bylaws and say, assuming that they would permit arbitration, do you think that the situation is such today that the IATSE locals and the carpenters and the different locals that have been involved in this strike could arbitrate their differences?

Mr. MANNIX. I think there is no question but what the people will agree to arbitrate what can be arbitrated. It is just a question of the people getting together. I can get together with anybody to arbitrate any dispute I have.

Mr. KEARNS. If you have the opportunity.

Mr. MANNIX. If you have the opportunity. I think it is not a question of the men getting together. Now, can they or can they not? I believe they can.

Mr. McCANN. I am going to pass this automatically, Mr. Chairman, because I want to discuss the question with counsel.

Mr. Mannix, you are excused subject to the same condition concerning recall, if that is agreeable.

Mr. MANNIX. I will be at your call any time, Mr. McCann. You have my phone number. You can reach me. I will be here in half an hour.

Mr. McCANN. That is fine, sir.

Mr. MANNIX. Thank you.

Mr. McCANN. Mr. Chairman, I would like to call Mr. Casey for about 15 minutes. We will probably need him further.

Mr. KEARNS. Will you raise your right hand and be sworn.

Do you solemnly swear the testimony that you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. CASEY. I do.

TESTIMONY OF PAT CASEY, FORMER CHAIRMAN OF THE LABOR COMMITTEE OF THE MOTION PICTURE PRODUCERS ASSOCIATION, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. CASEY. Pat Casey, 724 North Foothill Road, Beverly Hills, Calif.

Mr. McCANN. What is your telephone number, sir?

Mr. CASEY. Crestview 5-6708.

Mr. McCANN. What is your business or occupation at this time?

Mr. CASEY. Today I am a free citizen of the United States, having retired on July 1, but evidently since July 1 I have been busier than I have ever been in my life.

Mr. McCANN. You are a retired man with a job?

Mr. CASEY. I am.

Mr. McCANN. By whom are you employed? Who retired you?

Mr. CASEY. I was retired on a pension from the presidents of the motion-picture companies.

Mr. McCANN. You have been working for them since you retired?

Mr. CASEY. In certain ways.

Mr. McCANN. You have been continuing to work for them?

Mr. CASEY. Yes, sir.

Mr. McCANN. Now, Mr. Casey, this morning we had a rather long excerpt read before the committee from the presidential address of Mr. Walsh at a convention of the IATSE, and in this excerpt which was read a reference was made to a conference in New York City attended by Mr. Hutcheson, by Mr. Casey, and by Mr. Walsh, and one or two other parties.

Were you present at that meeting?

Mr. CASEY. Yes, sir.

Mr. McCANN. Would you mind telling us in your own language what your recollection of that conference is—what you recall about that conference?

Mr. CASEY. There were present at that conference Mr. Hutcheson of the carpenters, Mr. Cambiano of the carpenters, and Mr. Skelton of the carpenters, Mr. Walsh of the IATSE, and Mr. "Cappy" Duval of the IATSE, Mr. Nicholas Schenck, Mr. Joe Vogel, and myself.

Mr. McCANN. Who is Joe Vogel?

Mr. CASEY. I believe he is a vice president of Loew's, Inc.

Mr. McCANN. Proceed, sir.

Mr. CASEY. At that conference the photographs you have heard so much about were shown.

Mr. McCANN. How many were there?

Mr. CASEY. Oh, I would say there might have been 200. We got along there the first day very, very well. It looked as though we were going to get somewhere. We broke up that night about half past five, and we were informed then that the unions and their representatives would like to settle this thing amongst themselves and we were asked to stay out of the conference, that is, Mr. Schenck, Mr. Vogel, and myself.

Mr. McCANN. You three were asked to stay out of the conference?

Mr. CASEY. Yes, sir.

Mr. McCANN. Tell us for the purpose of the record at what time this conference was held in New York and where it was held.

Mr. CASEY. It was held at the Commodore Hotel. The dates I just don't remember.

Mr. McCANN. Was it in 1945 or 1946?

Mr. CASEY. 1945, I am pretty sure.

Mr. McCANN. And so you only attended that one day?

Mr. CASEY. That is right, sir.

Mr. McCANN. Give us a description of what was done and what was said by the different parties at this conference.

Mr. CASEY. Well, each one there had a matter to state on the work that was to be done, and they had the photographs of the work, and there was quite a few arguments back and forth, but at the final one would say, "This is yours and this is ours; this is ours and this is yours," and as I say, the first day it looked as if we were going to get somewhere.

Mr. McCANN. On that first day did Mr. Hutcheson show a disposition to yield to the IATSE on any of the pictures that he presented?

Mr. CASEY. Yes, sir.

Mr. McCANN. He did?

Mr. CASEY. Yes, sir.

Mr. McCANN. How many different jobs would you say that Mr. Hutcheson yielded on during the first day while you were there?

Mr. CASEY. I would say it probably was about 50-50.

Mr. McCANN. Then the representation of Mr. Walsh here that it was agreed on whenever Mr. Walsh said, "That is your job," and it was not agreed on whenever it referred to the other job, does not necessarily represent your recollection of what took place?

Mr. CASEY. It does not.

Mr. McCANN. You think Mr. Hutcheson was reasonable on the first day in the allocation of these different tasks?

Mr. CASEY. I do.

Mr. McCANN. You did not attend, then, the second or third days of the hearing?

Mr. CASEY. No, sir.

Mr. McCANN. How long have you known Mr. Hutcheson?

Mr. CASEY. Twenty-five years.

Mr. McCANN. What has been your experience with him as the head of a great union?

Mr. CASEY. It has just been marvelous, until this last difficulty arose.

Mr. McCANN. Until this last difficulty arose?

Mr. CASEY. Yes, sir.

Mr. McCANN. Do you think that Mr. Hutcheson could be prevailed upon to come here and to testify without requiring a subpoena?

Mr. CASEY. No, sir.

Mr. McCANN. You think that he would have to be subpoenaed?

Mr. CASEY. Yes, sir.

Mr. McCANN. And he has to be found?

Mr. CASEY. Yes, sir.

Mr. McCANN. Do you think he is evading the subpoena at this time?

Mr. CASEY. No; I wouldn't say that.

Mr. McCANN. Well, our records show that we were not able to serve him in Indianapolis, and I just wondered whether you thought you could call Mr. Hutcheson and get him here.

Mr. CASEY. I could not.

Mr. McCANN. If you could, we would be glad to have you do it.

Mr. CASEY. No; I could not.

Mr. McCANN. Until the last difficulty, your experience with Mr. Hutcheson had been very fine?

Mr. CASEY. Marvelous.

Mr. McCANN. You found him a reasonable man to do business with?

Mr. CASEY. He surely was.

Mr. McCANN. Now, tell us what your experience was with him during this last strike, and let us have the facts with respect to that, sir.

Mr. CASEY. Well, as I say, along there the first day it looked as if we were going to get somewhere.

Mr. McCANN. Did you talk to him afterward?

Mr. CASEY. The next afternoon he called me up at about 6 o'clock.

Mr. McCANN. Tell us what he said.

Mr. CASEY. He said, "Pat, we are not going to get anywhere. I am going to stand on my jurisdiction."

I said, "Hutch, let us just not jump too fast here. Let's see if we can't get together and straighten this thing out. For 25 years we have gotten together and we have straightened out difficulties. What is the matter with this one?"

He says, "I am going to have what I was awarded by the American Federation of Labor and I want everything in my jurisdiction."

I said, "You know, that is going to cause a lot of trouble. We are going to be in a lot of difficulty with people that don't want to do one thing and another."

He said, "That is O. K. with me." He said, "Some day these producers will want to build a theater, or remodel a theater, or build something in the studios, and when they do they will come down my alley."

Mr. McCANN. Thank you very much for your contribution.

Now, what else did he tell you?

Mr. CASEY. That is about all. This was all over the telephone.

Mr. McCANN. All over the telephone?

Mr. CASEY. Yes, sir.

Mr. McCANN. And from that statement you understood him to mean that ultimately, through economic pressure, the studios would have to yield to his having the jurisdiction over all that work which he deemed the American Federation of Labor had given to his union?

Mr. CASEY. I did.

Mr. McCANN. It appears from the little which I know of the international unions that the American Federation of Labor has been rather generous in giving out different fields of endeavor to conflicting unions, hasn't it?

Mr. CASEY. It has.

Mr. McCANN. Hasn't it granted to the IATSE some of the same work that it has granted to the carpenters?

Mr. CASEY. I don't know that it has granted it to the IATSE, but the IATSE has a charter from the American Federation of Labor. Just what that charter covers, I am not familiar with at the present time.

Mr. McCANN. You mean the original charter?

Mr. CASEY. The original charter. The charter, of course, was formed and granted when studios were not in existence. It was first granted for theaters.

Mr. McCANN. The record seems to indicate that a local No. 44, as I recall it, was created and granted a charter by the American Federation of Labor to do some of the work.

Mr. CASEY. You are mistaken, Mr. McCann. It was not. It was granted by the IATSE. If I can be allowed, I will try to clear that picture up for you.

Mr. McCANN. I wish you would, sir.

Mr. CASEY. You would like the whole story of this thing, wouldn't you?

Mr. McCANN. Be delighted.

Mr. KEARNS. Mr. Counsel, let us stand adjourned until 2 p. m. this afternoon.

(At 11:52 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order.

TESTIMONY OF PAT CASEY—Continued

Mr. McCANN. Mr. Casey, I believe you were just starting at the noon recess to tell us the story of the strife that has existed for several years in Hollywood. Will you proceed in your own way?

Mr. CASEY. In 1926 the motion-picture industry, which had been making most of their product in New York and its vicinity, moved to California. At that time they got together with some international presidents, namely, the musicians' union, carpenters' union, electricians' union, and the IATSE. They drew up what is known in our business as the basic agreement.

That agreement, every attorney probably will tell you, isn't worth the paper it is written on, and probably legally it isn't. But for a great number of years everybody lived up to that agreement. My own opinion is the reason they lived up to the agreement is that anyone on either side had a perfect right to pull out from under the agreement by just sending a telegram. The fact they had that right is what I think kept them in there.

In the original, the painters were in, too. Subsequently, the teamsters became part of it, and then after that, the laborers became part of that agreement.

We met every 1 or 2 years, as the occasion required, and we went over the different problems that confronted us. We settled wages and conditions, and I don't remember of any meeting that we ever had with the basic agreement that has lasted over 2 days. Most of them lasted 1 day.

There never was any written agreements, except the original agreement. After we had settled our matters, I then got together with the representatives of the basic-agreement people, on the union side, and we drafted a letter and sent the letter out, as to what the conditions and salaries were to be.

That went along and everybody seemed to be happy—everybody working in the studios seemed to think they had a pretty good proposition. All of this time we had an open shop in the studios.

Along about, I would say, probably 1929 or 1930, sound came into the picture. And then there started a jurisdictional dispute between the IBEW and the local soundmen's union here of the IATSE. That kept fermenting until 1933.

Mr. McCANN. When did it start, sir?

Mr. CASEY. About right after the introduction of sound into pictures—I think, 1928 or 1929, probably.

Mr. McCANN. And the two unions involved there were the IBEW and the IATSE?

Mr. CASEY. A local of the IATSE, the soundmen's local.

Mr. McCANN. Proceed, sir.

Mr. CASEY. In 1933 Mr. Harold Smith, who was the business agent of the soundmen's local, together with a man by the name of Hurd, who was the business agent for the cameramen's local, got together and sent out a lot of telegrams one night to all of the different locals of the IATSE and called a strike. This was done without ever having any election from anybody or without having any authority from the international IATSE.

Mr. McCANN. That was in 1933?

Mr. CASEY. Yes, sir. Immediately upon the calling of that strike, Mr. Elliott, who was then the president of the IATSE, notified me by wire that he was withdrawing from the basic agreement on account of the action taken by his locals.

From 1933 until the latter part of 1936 we operated in the studios without any agreement with the IATSE. In the latter part of 1936 we commenced to have a little trouble on locations.

At Newark, N. J., we had trouble, and in Detroit we had trouble. At that time the Government had instituted the Wage and Hour Division, and Mr. Dan Tracy, who was president of the IBEW, came to me in New York and stated that he had been told by the Administrator of the Wage and Hour Division that, as long as he did not have a closed-shop agreement with the producers, he had no contract, in that man's estimation.

I called a meeting of our principals together and we then and there agreed with Mr. Tracy that we would grant a closed-shop contract to the people under the basic agreement, and that was done.

Immediately after that had been done a strike was called by the IATSE in Chicago theaters, and at that strike they demanded that they be allowed to come back onto the basic agreement.

Subsequently, at meetings held in New York, they came back under the basic agreement. In the meantime Mr. Elliott had been displaced as the international president of the IATSE and a Mr. George Brown had been elected. Originally in the IATSE agreement we had a local No. 37 that took in grips, propertymen, and several other crafts. They held an election out here right at the NLRB, and they wound up with dividing local 37 into five or six other locals.

From then on our troubles started in the way of jurisdiction. There was repeatedly stoppage of work, but everything was smoothed over as best we could until the 1945 strike.

Mr. McCANN. Now, what time was it that local 37 was divided into five or six other locals?

Mr. CASEY. I would think that would be—let me see, 1945—oh, that must have been around 1940 or 1941.

Mr. McCANN. I understand, sir, it was 1939.

Mr. CASEY. 1939—well, around there somewhere.

Mr. McCANN. Then in your experience with the Hollywood trouble, it would lead you to the conclusion that your real difficulty in Hollywood started with the closed-shop agreement with the IBEW?

Mr. CASEY. No; I would not, Mr. McCann, because our jurisdictional disputes started in 1933, when we had an open shop, between the IBEW and the IATSE locals.

Mr. McCANN. It was just my impression from your testimony, and I was not trying to put words in your mouth, that there was complete peace during the time that you really had no agreement, while there was an open shop.

Mr. CASEY. Up until 1933.

Mr. McCANN. Up until 1933, but in 1933 you had your first serious strike, and that strike was by the IATSE?

Mr. CASEY. That is right, in jurisdiction with the IBEW.

Mr. McCANN. Over the sound matter with IBEW?

Mr. CASEY. That is right. The IATSE called the strike, or their local called it.

Mr. McCANN. Did that strike terminate, sir?

Mr. CASEY. It never did terminate until we gave them a closed shop and took the IATSE back into the basic agreement, either the latter part of 1936 or the early part of 1937.

Mr. McCANN. In other words, so the sound then remained with the IBEW and was not restored to the IATSE when they did come back under the basic agreement?

Mr. CASEY. The IBEW and the IATSE got together and settled some of the troubles. However, about 80 percent of them are still undecided.

Mr. McCANN. From your statement it would appear that the industry has nothing to do with assigning a man to a particular job because of his qualifications or that it is bound under its present agreements to assign a person from a particular union?

Mr. CASEY. That is correct.

Mr. McCANN. To a job?

Mr. CASEY. That is correct.

Mr. McCANN. Is that sound economics?

Mr. CASEY. I couldn't answer that question.

Mr. McCANN. You couldn't answer that?

Mr. CASEY. No.

Mr. McCANN. Is it just too silly to answer?

Mr. CASEY. No; I don't think it is, but it is just a matter of conditions, that is all.

Mr. McCANN. Is it an inevitable and unchangeable condition, or is it something that needs the attention of the Congress of the United States?

Mr. CASEY. I would say that it needs the attention of the Congress of the United States, if they are able to do anything.

Mr. McCANN. Well, sir, I believe the Congress of the United States is the greatest legislative body in the world. I believe that they owe a duty to our form of government to help to establish and to maintain the economy of free enterprise when it has been disrupted. And if there is something in Hollywood that should be adjusted, I believe

that the Government of the United States is big enough to adjust it, Mr. Casey.

Mr. CASEY. Mr. McCann, in my former testimony right on this witness stand I called your attention, and told you practically the same thing—in my opinion the only one that could ever straighten this out would be the Government.

Mr. McCANN. Mr. Casey, let's move along out of your experience and tell us step by step, now, what took place after 1939. You told about these unions being broken up in 1937.

Mr. CASEY. That is right.

Mr. McCANN. Now, would you mind, if you recall, let's go back to that.

Mr. CASEY. Yes.

Mr. McCANN. Can you tell us how many different kinds of locals were created in 1939 out of this old local 37 of the IATSE?

Mr. CASEY. I think there were at least five or six.

Mr. McCANN. And they simply divided up the previous work which had been done by local 37 into certain categories?

Mr. CASEY. That is right.

Mr. McCANN. Have they fought among themselves, then, over the categories into which they have divided the work?

Mr. CASEY. They have in some cases.

Mr. McCANN. In other words, then, there has not only been friction between the IBEA—

Mr. CASEY. IBEW.

Mr. McCANN. And the IATSE, and the carpenters, but there has been friction within the locals of the IATSE?

Mr. CASEY. Yes, sir.

Mr. McCANN. Will you give us some illustrations of that?

Mr. CASEY. Well, in certain cases I know where propertymen have endeavored to do something that the grips claimed was their work.

Mr. McCANN. This "grips" is a funny name. Will you tell me what it stands for? It sounds to me like a pickpocket instead—I would like to know what "grips" means, if you can give it to me.

Mr. CASEY. I will tell you; it originates from the theater. In the theater we have what we call a construction crew who builds the scenery for that production. Then after that production is built, it was usually built on canvas on what we call flats, kind of a square like—a window there [indicating].

Mr. McCANN. Yes.

Mr. CASEY. Then the grip, this so-called grip, came along and he took these different pieces of this room or the ceiling and he put them together with what we call a lash line. In other words, there was a little hook up at the top; threw the rope over there and you brought it down here [indicating], and there were two little hooks here, and you put them together and tied it.

Mr. McCANN. That is what the grip—

Mr. CASEY. That is what a grip does. Now, in the studios the grip handles the sets after they are made. He ties them up, and fixes them and braces them, and then takes them down and puts them away and stores them, and brings them back to be used again.

Mr. McCANN. Tell us about the trouble between the grips and the others.

Mr. CASEY. There was certain work the grips claimed was theirs and the propertymen claimed was theirs. There is certain work the local laborers claim they have a right to do and the grips claim, "No, that is our work," such as the moving of sets from storage to bins and back and forth to the stages.

Mr. McCANN. Do you mean to say that in the IATSE they also have a common laborers' union?

Mr. CASEY. Yes, sir.

Mr. McCANN. I thought that was tied up with the hod carriers.

Mr. CASEY. We have a contract with the hod carriers' union, too.

Mr. McCANN. In other words, you have a common laborers' union in the IATSE?

Mr. CASEY. Yes, sir.

Mr. McCANN. And you have a common laborers' union in the hod carriers' union?

Mr. CASEY. That is right.

Mr. McCANN. Do you have any more common laborers' unions?

Mr. CASEY. No; those two.

Mr. McCANN. Those two. Isn't it possible that there should, by law, be required of the labor unions of this country a realinement of their spheres of influence, so that there should not be two or three or four unions getting their charters from the same mother union, authorized to do the same kind of work?

Mr. CASEY. If that could be done, my friend, I think the employer would kiss anybody who would do it.

Mr. McCANN. Well, I haven't seen any of the employers yet that I want to kiss, but we would certainly feel that that is a desirable thing, if we could get that worked out.

Mr. CASEY. That is correct, sir.

Mr. McCANN. Proceed with your statement now. You have said that the grips and the other unions there would come to clashes. Have you had any strikes as a result of that, or has your place been closed?

Mr. CASEY. No strikes; might once in a while have a little stoppage of work that lasted an hour or two.

Mr. McCANN. How have they been adjusted?

Mr. CASEY. It all depends on the labor relations man around the studios. In most cases he got them together and got them to agree this should be done now and probably the next time the other fellow would do it; they just cut it up.

Mr. McCANN. The unions themselves have had no one to whom they would agree as an arbitrator, even among their own unions, in the same international?

Mr. CASEY. Not that I know of.

Mr. McCANN. Is it unusual that industry should require in its contracts with labor that where there is a dispute between two of the contracting parties, who are labor unions, that they are obligated to submit that dispute to arbitrators and to continue work until the arbitrators bring in their decisions?

Mr. CASEY. There is nothing wrong about it, and I wish to God it could be put into effect.

Mr. McCANN. Why don't you try it?

Mr. CASEY. We have tried it. We have offered to pay all the expenses of it, and everything. You have got to get everybody connected with the thing to agree to arbitration. As far as the pro-

ducers are concerned, they will welcome arbitration. They have openly stated that they will pay all the expenses of arbitration. They would welcome anything that didn't stop work.

Mr. McCANN. Has it ever occurred to you that it might be possible, under your contracts, or have you ever attempted it, where two unions refused to do a job or refused to allow the other to do the job, that the employer should proceed and employ someone else to do it?

Mr. CASEY. You mean should he be allowed to do that under a contract?

Mr. McCANN. Yes; I am trying to get at some things here which will help to cure this situation.

Mr. CASEY. All right, sir.

Mr. McCANN. Under an open shop, if employee A said, "It is my job," and employee B said, "It is my job. If you don't allow me to do it, A and all his group will do it." And if B isn't allowed to do it, all of his group will go out. Under that you will have C to do it.

Mr. CASEY. That is right.

Mr. McCANN. Why don't you insist on that in your contract?

Mr. CASEY. Because I don't think any labor union, to my knowledge, would accept such a contract.

Mr. McCANN. After the 21st day of August there will be no more closed shops.

Mr. CASEY. That is a different story. After the 21st of August I think you could put a lot of things in the contract you couldn't put in before.

Mr. McCANN. Don't you think they will be doing a lot to restore the right of workingmen to work?

Mr. CASEY. I certainly do. Perhaps, Mr. McCann, you would be interested—in all my experience I have never known where the American Federation of Labor, unless within the last year or two, has ever allowed the people to put an arbitration clause in their contracts. They have never stood for arbitration—let's put it that way—to my knowledge.

Mr. McCANN. I believe you testified, when you were before this committee previously, you never in your experience had known of an agreement to settle a jurisdictional strike.

Mr. CASEY. There never has been, in my experience. I know, of no case where the American Federation of Labor have ever settled a jurisdictional dispute. They may have made decisions, but I have yet to find the fellow that lived up to them.

Mr. McCANN. Now, let's go on from 1939, when local 37 was split up into all these units, and tell me whether there have been any more creation of unions by the IATSE out there.

Mr. CASEY. I don't think so, until this last strike.

Mr. McCANN. Well, as I read the record, there have been about two more locals created, and I think Mr. Walsh testified this morning that the American Federation of Labor required him to do away with one of those locals, at least.

Mr. CASEY. I think, Mr. McCann, those locals were formed and those charters were given since the strike.

Mr. McCANN. I believe you are right. How many did they create since the strike?

Mr. CASEY. I think about four, of which they have to give up two.

Mr. McCANN. In other words, since the strike started, the IATSE, in addition to the number of locals they created in 1939, have created about four more locals, and two of them they were forced to give up?

Mr. CASEY. According to Mr. Walsh's testimony; yes.

Mr. McCANN. Has that same thing happened in the other group of workers—I mean the group identified with the Conference of Studio Unions?

Mr. CASEY. No, sir.

Mr. McCANN. I want you to understand that in asking you these questions I have simply been following out the IATSE because that has been developed through Mr. Walsh.

Mr. CASEY. That is right.

Mr. McCANN. Anything you can contribute with respect to the same history, as to the Conference of Studio Unions, I wish you would give us also.

Mr. CASEY. The painters' local of Conference of Studio Unions has issued charters to publicity men——

Mr. McCANN. Where do they get their authority to issue a charter to publicity men?

Mr. CASEY. I think, Mr. McCann, all you have to do is to get so many people to write a letter and say they want a charter. They send it to the international and the international figures, "Here is a chance to get a little more dues. Come on, and let's get it. If we don't get it, somebody else will."

Mr. McCANN. Anyone that can write is entitled to get into the painters' union if he can paint a word picture of something.

Mr. CASEY. That is right.

Mr. McCANN. The publicity men.

Mr. CASEY. We have the story analysis; we have the set designers, and interior decorators.

Mr. McCANN. Is that all the unions they have had?

Mr. CASEY. No; at one time we had the office workers.

Mr. McCANN. Who do they, or the make-up groups belong to?

Mr. CASEY. They belong to the IATSE.

Mr. McCANN. They belong to the IATSE?

Mr. CASEY. Yes, sir.

Mr. McCANN. Which one of the locals do they come under?

Mr. CASEY. No, no; they have their own local.

Mr. McCANN. They have a charter?

Mr. CASEY. They have their own local. They are chartered by the IATSE.

Mr. McCANN. Is it true they have two locals, one of them being the ones that make up the face of an actor and can't go below the Adam's apple, and another one makes up the body from the Adam's apple down?

Mr. CASEY. They have what they call the regular make-up of the people; and they have the body make-up generally on women in pictures, like a sun tan and something like that; and they have hair-dressers.

Mr. McCANN. Now, let me see. These are all IATSE?

Mr. CASEY. They are all in the one local—the make-up.

Mr. McCANN. They are all in the one local?

Mr. CASEY. That is right.

Mr. McCANN. I have heard somewhere that a person who sewed on a button could not fasten the button.

Mr. CASEY. Oh, I don't believe that stuff.

Mr. McCANN. You don't think that is true?

Mr. CASEY. No; I do not.

Mr. McCANN. Mr. Cecil DeMille told of a leading lady who had her dress torn and the seamstress mended the dress but she could not fasten the dress, and that cost a lot of money. Could you explain that?

Mr. CASEY. I never heard of it.

Mr. McCANN. We will have to have Mr. DeMille tell us about that dress.

Mr. CASEY. That is right.

Mr. McCANN. The IATSE has a local made up of all of these hair-dressers?

Mr. CASEY. Right.

Mr. McCANN. Face—

Mr. CASEY. Body make-up, make-up, and hairdressers.

Mr. McCANN. Is that a new local, or how long has that existed?

Mr. CASEY. Oh, no; that has been in existence for a long, long while.

Mr. McCANN. It is an old local?

Mr. CASEY. Yes, sir.

Mr. McCANN. Now, you have given us all those in the conference union. Have there been any other locals that have been chartered by the conference group?

Mr. CASEY. I don't think so.

Mr. McCANN. Do those locals that are in the painters' group give you any trouble over their jurisdictional rights?

Mr. CASEY. Well, they had the strike over jurisdictional rights between the interior decorators and some that local 40 of the IATSE claimed.

Mr. McCANN. Tell us about that. I want to get all the facts on these things.

Mr. CASEY. Well, we originally made a contract with the interior decorators, which was a society.

Mr. McCANN. It was not then—

Mr. CASEY. Not affiliated with any union at all. That contract was for 5 years, and I think it was from 1939 or 1940—anyway along in there somewhere—for a 5-year period.

In 1942, at our negotiations in New York City, local 40 of the IATSE claimed jurisdiction over those people.

Mr. McCANN. You mean 44?

Mr. CASEY. No; I mean '42.

Mr. McCANN. I say, do you mean local 44 of the IATSE—

Mr. CASEY. Yes.

Mr. McCANN. Claimed jurisdiction in 1942?

Mr. CASEY. That is correct. That is correct.

Mr. McCANN. Go ahead, now; let's get the story.

Mr. CASEY. Now, the contract with the society at that time had a clause to the effect that if the society joined with any other organiza-

tion, we had a right to accept the organization as the bargaining agent or we had a right to cancel the contract. I told them in 1942 that we had never been notified that they had changed their affiliation in any way, shape, or manner, and could not recognize anybody but the people we had the contract with.

Mr. McCANN. You told whom in 1942?

Mr. CASEY. Local 44.

Mr. McCANN. All right; I wanted to find out.

Mr. CASEY. That is right. Now, in 1944, at our negotiations the matter came up again, and I gave them the same answer, as the present contract was in existence with the society.

Mr. McCANN. Yes.

Mr. CASEY. Subsequently the society did affiliate with the set designers, which had a charter from the painters' union, and they so notified me.

Mr. McCANN. Go ahead.

Mr. CASEY. We had the right to either cancel the contract or accept.

Mr. McCANN. Wait a minute. The set designers were A. F. of L., in the conference union?

Mr. CASEY. Yes, sir; under a charter from the painters.

Mr. McCANN. All right; go ahead.

Mr. CASEY. Well, we did neither. We never recognized them as changing their bargaining, nor did we cancel the contract. From then on they went before the National Labor Relations Board, as has been testified here, and then the IATSE intervened, and then they withdrew, and finally we had the strike.

Mr. McCANN. Now, you hadn't had any trouble with the Society of Interior Decorators when it was an independent society—you never had any trouble with them at all?

Mr. CASEY. Not a particle.

Mr. McCANN. And they continued as a Society of Interior Decorators through 1942 and you resisted the IATSE then?

Mr. CASEY. Yes, sir.

Mr. McCANN. And they continued to do their work?

Mr. CASEY. Yes, sir.

Mr. McCANN. And in 1944 the society still had a contract?

Mr. CASEY. They did.

Mr. McCANN. And the IATSE asked for jurisdiction and you resisted that?

Mr. CASEY. Yes, sir.

Mr. McCANN. And the society continued to perform these functions?

Mr. CASEY. Yes, sir.

Mr. McCANN. Then after 1944, do you recall when the society was affiliated with the set designers?

Mr. CASEY. I don't know just the exact date.

Mr. McCANN. Can anyone give that figure accurately?

Mr. PRICE. It was October 28, 1943.

Mr. McCANN. October 28, 1943, according to Mr. Price. October what, now?

Mr. PRICE. October 28, 1943. I have the findings here of the National Labor Relations Board on that.

Mr. McCANN. I want to go on and get this story now.

Mr. CASEY. That is right.

Mr. McCANN. Then in 1944 they had already been identified with the set designers, who were a local of the CSU, or rather, of the painters, 1421?

Mr. CASEY. If they had, I don't think we had any notification to that effect.

Mr. McCANN. I see. Now then, when did you start having trouble between the IATSE and the interior decorators?

Mr. CASEY. After they had notified us, or after they had gone to the board for certification.

Mr. McCANN. In other word, when they notified you, then, and went to the board for certification as the people who were to continue to do the work that they had always been doing?

Mr. CASEY. Correct.

Mr. McCANN. The board did decide that, did it?

Mr. CASEY. No, sir.

Mr. McCANN. It was never decided?

Mr. CASEY. No, sir; not at that time. I think it was decided a long while afterward.

Mr. McCANN. Tell us in your own language just what caused the strike, then—the first strike growing out of these circumstances.

Mr. CASEY. If I remember correctly, they went before the board to be certified, local 44 of the IATSE intervened, and then the interior decorators withdrew their petition.

Mr. McCANN. Do you know why they withdrew their petition?

Mr. CASEY. Yes; because, if I remember correctly, at that time, I think it was a rule issued by the board that if two A. F. of L. unions came and claimed something that they would not hear it. If it was a case where the A. F. of L. and the CIO were involved, they would hear it; but where two A. F. of L. unions were involved, they would not hear the case.

Mr. McCANN. You think that was a rule?

Mr. CASEY. I am pretty sure it was.

Mr. McCANN. All right, Mr. Chairman, I would like to have the privilege of calling in the National Labor Relations men, if any are in town now, and ascertain if that was the rule at that time. It may explain this situation insofar as the NLRB is concerned.

Mr. KEARNS. It could have been a local interpretation.

Mr. McCANN. I think we ought to find out about that.

Mr. KEARNS. No objection.

Mr. McCANN. Because it would seem to me that the logical people to pass on that was not the industry, but the National Labor Relations Board.

Mr. CASEY. I am afraid you will find that there was some sort of a ruling, as I have stated.

Mr. McCANN. Go ahead. Mr. Stewart Meacham was the director, as I understand it; is that right?

Mr. PRICE. He is not here now.

Mr. CASEY. I think he was at that time.

Mr. PRICE. He was, but he is not here now.

Mr. KEARNS. We will find out who it is.

Mr. McCANN. We will put his name down, and Mrs. Locher, will you make a note to call the office and see if you can get him if he is in town.

Tell us, after they went before the National Labor Relations Board, after it was determined, step by step, what took place right up to the strike.

Mr. CASEY. The conference threatened us with a strike, and then the War Labor Board locally—

Mr. McCANN. Wait a minute. Why did they threaten you with a strike? You knew when the claim was made the interior decorators—

Mr. CASEY. They demanded that we recognize them as the bargaining agent.

Mr. McCANN. You had been recognizing them during the years, hadn't you?

Mr. CASEY. Yes; but they had then notified us that they had made another affiliation, and under their agreement that settled it.

Mr. McCANN. Let me understand this a little better. It seems to me you are a little at fault here.

Mr. CASEY. I may be.

Mr. McCANN. In other words, just because they made this change, there was no obligation on you to cease dealing with them, was there?

Mr. CASEY. There was an obligation on my part to accept the other bargaining agent or cancel the contract.

Mr. McCANN. Did you cancel it?

Mr. CASEY. No, sir.

Mr. McCANN. Then you in effect accepted the other bargaining agent?

Mr. CASEY. I didn't do either. I didn't accept them and I didn't cancel the contract.

Mr. McCANN. You just told us here that there was an obligation upon you either to accept the other bargaining agent or to cancel the contract.

Mr. CASEY. I did neither.

Mr. McCANN. You didn't do either?

Mr. CASEY. I did not.

Mr. McCANN. You were derelict in your duty.

Mr. CASEY. I presume I was.

Mr. McCANN. Now, Mr. Casey, I want to know, did you turn over the jobs that those people had been doing to the IATSE then?

Mr. CASEY. No, sir.

Mr. McCANN. The IATSE had no historical background at that time of ever having done that work, had they?

Mr. CASEY. Except that they may have had some of their local 44 property people do it in some of the studios, but never recognized by us.

Mr. McCANN. If they did it, in other words, it was—insofar as the contractual relationship between you and the interior decorators—it was in violation of that contract?

Mr. CASEY. Yes, sir.

Mr. McCANN. Now, take it up from there and tell us about this. Did they go farther at that time?

Mr. CASEY. Then the society brought it to the attention of the War Labor Board locally, and they stepped into picture, and they were going to straighten it out if there wasn't any strike called, and then they referred it to Washington and then Washington referred it back, and it seesawed back and forth until finally Washington sent a man out here to arbitrate it—a man named Tongue.

Mr. McCANN. A man named Tongue. How do you spell that?

Mr. CASEY. Thomas Tongue—T-o-n-g-u-e.

Mr. McCANN. Go ahead now.

Mr. CASEY. When he appeared here the IATSE refused to go into the situation in any way, shape, or manner.

Mr. McCANN. Were they right or wrong in that?

Mr. CASEY. I don't know. I don't know whether they had the right or whether they didn't have. They absolutely refused.

Mr. McCANN. Well, they never had any power over the thing in the first place, so they probably were afraid if they arbitrated they would lose out; isn't that right?

Mr. CASEY. They might. He, however, did arbitrate and render a decision.

Mr. McCANN. In favor of whom?

Mr. CASEY. I believe, if I remember correctly, it was in favor of the interior decorators, but said that we should go before the National Labor Relations Board and ask for an election.

Mr. McCANN. Did you do it?

Mr. CASEY. Yes, sir.

Mr. McCANN. And what became of that?

Mr. CASEY. I believe that they won out—the interior decorators belonging to local 1421 won the election.

Mr. McCANN. All right; the interior decorators won the election. At what time was that? Can you tell us, Mr. Price?

Mr. PRICE. It was either in September or October of 1945, because there was a contest over the election and over the votes, and the election was decided by two votes, I believe.

Mr. KEARNS. Mr. Counsel, will you establish what percentage of the membership voted?

Mr. McCANN. If you can tell us now, how many members voted in the election?

Mr. PRICE. There is a very peculiar situation there, Mr. Chairman. I have here the decision on the contested election, if you would like to have it in the record.

Mr. KEARNS. Well, I want—does that disclose—

Mr. PRICE. It does not disclose the vote; no.

Mr. KEARNS. Where can I find that?

Mr. PRICE. I can tell you approximately what the vote was. I think it was 51 to 53, or approximately that.

Mr. KEARNS. How many members were there then in the union?

Mr. PRICE. There are about 77 such jobs in the industry, and after the strike had been called, the first bunch had gone out and a new group was working, so that there was a question as to whether the replacements or the strikers were allowed to vote, or both of them, and there was a contest over that, and the Board finally held, with one dissenting opinion, that both the strikers and the replacements were employees and entitled to vote.

It is very startling, but it is true that the result was that there were more votes cast than there were jobs. The result was 51 to 53, as I recall it.

Mr. KEARNS. Where was the election held?

Mr. PRICE. It was held here.

Mr. KEARNS. Where?

Mr. PRICE. At the NLRB headquarters, the regional headquarters in Los Angeles.

Mr. KEARNS. It is an important thing. I think we better put that in the record.

Mr. McCANN. I think that the decision of the Board in this case should be received in evidence, sir. If you will furnish it to me, Mr. Price.

Mr. PRICE. I have it here, sir.

Mr. McCANN. This is the decision?

Mr. PRICE. That is the decision.

Mr. McCANN. Mr. Chairman, this report is 32 pages long, mimeographed, single spaced, and I would like to move that it be received in evidence as an exhibit without being read until counsel has a little more time to digest it.

Mr. KEARNS No objection to that.

Mr. McCANN. This will be received as a reference exhibit. Mr. Reporter, will you please mark it?

(Whereupon the report was marked "Exhibit No. 9" and filed with the committee.)

Mr. McCANN. Mr. Chairman, at this time I think that it is a sound deduction to say that the IATSE was wrong in requiring these people who had performed a task for a number of years to surrender their jurisdiction, and that the Board by its findings so found. Let's proceed to the next point in dispute.

What followed that, sir?

Mr. CASEY. They were then, I think, on strike when this decision came down.

Mr. McCANN. Did that stop the strike?

Mr. CASEY. No, sir.

Mr. McCANN. Tell us why it didn't.

Mr. CASEY. That I can't tell you, why it didn't. The strike went on because—I believe the decision was appealed, taken to Washington. I don't know that it has ever been settled.

Mr. McCANN. Did the Society of Interior Decorators or the men in there ever get their jobs back?

Mr. CASEY. Not until, I believe, they changed their affiliation—some of them. A lot of them have never gotten their jobs back.

Mr. McCANN. And they never got their jobs back unless they changed their affiliation to the IATSE?

Mr. CASEY. That is correct.

Mr. KEARNS. Mr. Counsel, right there I am not clear on this situation. After this election where they plucked the ballots, so to speak, by fellows that were and were not working, I don't get clear in my mind what was the result after the NLRB had declared the election over and bona fide.

Mr. McCANN. The election was won, Mr. Chairman, according to Mr. Price, by the representatives of the Society of Interior Decorators, which had become affiliated with the set designers in local 1421.

Mr. PRICE. Local 1421 won the election.

Mr. McCANN. They won the election by 53 to 51, and the reason there were more votes cast than there were jobs was because there was a strike by the painters' union, as I understand it, over the refusal of the company to permit the continuation of this work by the Society of Interior Decorators.

Mr. PRICE. No, sir; that is not right.

Mr. McCANN. Is that not right?

Mr. PRICE. No; over the refusal to bargain. There was no dispute over the work.

Mr. McCANN. Refusal to bargain. Let me ask the question, sir. In other words, because of this strike originally, then, was there a refusal of the company to bargain with the Society of Interior Decorators who had become affiliated with the set designers?

Mr. CASEY. That is correct.

Mr. McCANN. And that refusal to bargain was after you had bargained with them through the years and had an obligation to either bargain, or—what was the other one?

Mr. CASEY. Cancel.

Mr. McCANN. Or cancel; that was the cause of that strike?

Mr. CASEY. Yes, sir.

Mr. McCANN. Now then, Mr. Chairman——

Mr. KEARNS. There is a lot of confusion there.

Mr. McCANN. It is clear to me.

Mr. PRICE. I think, Mr. Chairman, if the decision could be read, it would clarify a great deal. I think it points out that when there is a conflict, a claim made to bargain with one of the conflicting claimants would have been an unfair labor practice. We had to get the proper unit decided by the National Labor Relations Board.

Mr. McCANN. That may be your interpretation, Mr. Price.

Mr. PRICE. That is what the decision says.

Mr. McCANN. I can't help whether the decision says so or not. Sometimes the National Labor Relations Board doesn't even make common sense out of their decisions, and we all know it. I don't think, even if it is in there, it is necessarily true, because I wrote some of those decisions myself.

Mr. PRICE. Were they true?

Mr. McCANN. I wrote one for an employer once and never had a job after that date.

Now, let's get back to this point. Then the interior decorators were kept out of their jobs because there was an appeal taken to Washington. How was that appeal determined?

Mr. CASEY. I don't know. You will have to ask somebody else.

Mr. McCANN. Mr. Price, could you tell us what happened to the appeal?

Mr. PRICE. I think Mr. Casey is confused on that. There was a contested election and when the votes were all cast, they were all challenged and therefore were not counted. I think that was true—there was one vote unchallenged, so finally the examiner challenged it to preserve the secrecy of the ballot.

Mr. KEARNS. Mr. Counsel, I don't want a lot of queer testimony here in the record. Let's recess for 5 minutes. I would like, between counsel, to get this thing straightened out.

(Short recess taken.)

Mr. McCANN. Mr. Chairman, at this time I am going to ask Mr. Casey be excused temporarily from the stand and that Mr. Peery Price take the stand to explain this situation.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. PRICE. I do.

TESTIMONY OF PEERY PRICE, ATTORNEY, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. PRICE. Peery Price. My address is 605 Roosevelt Building, Los Angeles.

Mr. McCANN. Your business or profession?

Mr. PRICE. I am an attorney at law.

Mr. McCANN. How long have you been an attorney, sir?

Mr. PRICE. Since 1926.

Mr. McCANN. Were you counsel for the studios in the 1945 strike?

Mr. PRICE. Yes, sir.

Mr. McCANN. Were you counsel for the studios in the matter of the major companies against the screen set designers, which was heard before the National Labor Relations Board?

Mr. PRICE. I was not active in that; no, sir. I was attorney for two of the studios at the time and was somewhat familiar with it, but I did not appear as counsel. Mr. Zorn, here, did.

Mr. McCANN. You did not participate then in any of the steps up to when—when did you first become active in this case?

Mr. PRICE. I never took any part in the National Labor Relations Board hearing.

Mr. McCANN. Who was counsel that did that?

Mr. PRICE. Homer Mitchell, I believe, handled it in Los Angeles, and Mr. Zorn, I believe, handled it when it was in Washington.

Mr. McCANN. Is Mr. Mitchell present?

Mr. PRICE. He is not.

Mr. McCANN. Mr. Chairman, I move that we excuse Mr. Price at this time and call Mr. Zorn.

Where is Mr. Mitchell, sir?

Mr. ZORN. He is out of town.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. ZORN. I do.

TESTIMONY OF BURTON A. ZORN, NEW YORK, N. Y., COUNSEL FOR MOTION-PICTURE PRODUCERS

Mr. McCANN. Please state your name and address.

Mr. ZORN. Burton A. Zorn, 91 Central Park West, New York City.

Mr. McCANN. What is your business or occupation?

Mr. ZORN. I am a lawyer.

Mr. McCANN. How long have you been a member of the bar?

Mr. ZORN. Since 1927.

Mr. McCANN. With what firm are you associated?

Mr. ZORN. The firm of Proskauer, Rose, Goetz & Mendelsohn.

Mr. McCANN. How long have you been with that firm?

Mr. ZORN. Since 1939.

Mr. McCANN. Were you identified with the case which came before the National Labor Relations Board in the matter of *Columbia Pictures, et al. v. Screen Set Designers, et al.*?

Mr. ZORN. I was.

Mr. McCANN. Will you explain to this hearing the matters which we were just discussing with Mr. Pat Casey?

Mr. ZORN. I will be very glad to.

Mr. McCANN. Step by step.

Mr. ZORN. I think you will find that they are referred to in the final decision of the Board. In March of 1945—let me go back a step, and this all appears in the course of the National Board's opinion. As Mr. Casey has testified here, there was in existence a contract between the various major producers and the Society of Interior Decorators, which was at that time an independent, unaffiliated organization.

That was a contract for a period of 5 years. Sometime in the latter part of 1943, apparently, the society, through a vote, moved to affiliate with local 1421 of the painters' union.

Sometime thereafter—I don't recall the date at this time—they made a demand of the various producers that local 1421 be recognized as the bargaining agent for the set dressers.

Now, as Mr. Casey has testified, the IATSE had, in the 1942 negotiations, made a demand for set dressers, and again early in 1944 in the IATSE negotiations with the producers made a similar demand. That demand was rejected both times on the ground that the producers had a contract with an independent organization.

The IATSE dropped the demand, or didn't press it aggressively at that time, so long as the society was an independent organization.

When the producers were confronted, however, with a request by local 1421, the IA notified the producers that the interior decorators, or the set dressers, as they were alternately called, belonged in the IA jurisdiction. They worked with the IA men. They worked exclusively with the property men who were members of the IA. And so long as the set decorators were independent, the IA would not press aggressively for them. But in the event they affiliated with any other union, the IA claimed that they belonged in their jurisdiction.

The producers did nothing at that time, and finally local 1421, I think sometime in the latter part of 1944—I don't recall the exact date—filed a petition with the National Labor Relations Board.

Mr. McCANN. The producers did?

Mr. ZORN. I beg your pardon; local 1421. The first petition regarding representation of these set dressers was filed, not by the producers, but by local 1421 of the painters' union.

After that petition was filed and the matter came up for hearing before the National Labor Relations Board here in Los Angeles, sometime in the early part of March of 1945, the IA intervened. They may have filed their petition for intervention sometime before the hearing. But, in any event, after the hearing had gone on for 2 or 3 days, as I recall it—it might have been 4 days—local 1421 announced that they were withdrawing because of the IA intervention, and that they would call a strike to enforce their demand that the producers recognize them.

I don't recall as Mr. Casey testified—and that is a matter that you can ascertain right here—that there was any local rule which would have prohibited the Labor Board from proceeding with that hearing at that time, because, as a matter of fact, in the course of our arguments before the National Board in Washington, and in the course of the opinion, I think, you will find a criticism—I haven't seen that for some time, Mr. McCann—I think you will find that the Board criticized local 1421 very roundly for having withdrawn from that

hearing instead of continuing with the hearing and getting the matter adjudicated by the Board and not going out on strike during the pendency of a hearing. That, I am pretty sure, you will find referred to in that report.

After the strike occurred, various steps were taken to bring it to a prompt conclusion. The National War Labor Board was in the picture. You have had testimony already with respect to the directions of the National War Labor Board concerning the announcement of Mr. Green directing the men return to work.

The matter kicked around before the War Labor Board. They took no affirmative steps on the appeal from the arbitration award, which has been referred to. I don't recall at the moment, Mr. McCann, the exact date of the Tongue award.

The National War Labor Board had been in the picture prior to March of 1945. Now, I don't recall precisely the date of the Tongue award. But if you will look at the Tongue award you will find there is a very specific reference in it. In other words, he determined the matter temporarily by saying that the producers should recognize local 1421, but that the parties should immediately proceed before the National Labor Relations Board to have the matter of the representation decided.

Mr. McCANN. Right there. Who has the Tongue award?

Mr. ZORN. Mr. Price, I think, has a copy.

Mr. PRICE. I do not have a copy. I can get one for you.

Mr. McCANN. I wish you would do that, Mr. Price.

Mr. ZORN. We will be glad to supply it. I think you will find a reference—some excerpts from it—in the opinion of the National Labor Relations Board.

Mr. McCANN. All right.

Mr. ZORN. There was an appeal from the Tongue award, as has been testified here already. The IA refused to participate in the hearings before Tongue on the ground they claimed the War Labor Board had no authority to determine jurisdiction. That was a matter exclusively for the unions to decide. So an appeal was taken, and it was never acted upon by the National War Labor Board because the strike was in progress and the rule of the War Labor Board was they would not process any case while a strike was on.

The strike was on all of this time. It was not finally settled, as you know now from the testimony, until the latter part of October 1945. There were then two proceedings before the—let me just stop at that point.

After the strike had occurred—after this appeal was taken from the Tongue award—there were discussions between the parties and a request was made of the IA, in view of the past history of the situation, whether or not the IA would abide by a determination of the National Labor Relations Board on the set dressers controversy. In other words, if the National Labor Relations Board decided, first, what the appropriate unit was and, secondly, conducted an election, would the IA abide by that result. And the IA did agree to abide by the result.

It was at that time—and I can't give you the specific date—it was sometime in the spring or early summer, I believe, of 1945, that the producers filed an employer representation petition before the Na-

tional Labor Relations Board. That is the petition on which the decision, which you have, was based.

The matter proceeded before the National Labor Relations Board. There were hearings before the Board. The matter finally came on before the Board for argument.

There were two arguments in Washington, Mr. McCann. The first was the argument on the direction of election—on the request for an election by the producers—as to what the appropriate unit should be. The IA took the position that the set dressers alone did not constitute and could not constitute an appropriate bargaining unit; that they had worked closely with the propertymen all along, and that the unit should include not merely the set dressers, for election purposes, but also all the propertymen of the IA.

The painters, not to be outdone by that strategy, made the argument that the appropriate unit should consist, not merely of the set dressers alone, but all the membership of local 1421. They made arguments to the effect the set dressers belonged with those people.

The producers, as I recall, took a sort of middle-of-the-road course on that issue, but the Board, in the first decision, decided that the appropriate unit should be the set dressers alone. At that time, of course, when this matter was before the Board, the strike had occurred, and the Board, in contemplation of the fact there had been replacements, and these men were out on strike and had struck because of the producers' position of not recognizing local 1421—in view of the IA position, the Board directed an election.

In that election they permitted both the replacements and the strikers to vote.

They left the matter open in their first decision and finally adjudicated it into the second decision, after the vote was taken and after all the ballots were challenged, and the vote, as Mr. Price said, was about 53 to 51.

Then the Board was called upon to decide which of the challenged ballots should be included or which should be excluded. The Board, in the decision known as the Columbia Pictures case, which you have before you, decided, in effect, the producers had not been guilty of any unfair labor practices because, if they had, the replacements would not have been valid replacements, under the Board's rules, but held, under the particular or peculiar circumstances of this case, both groups should be permitted to vote.

Simply as a matter of interest, Mr. McCann, it is this decision which has called for a specific change in the law. The law today, the Taft-Hartley law, and the committee reports refer specifically to this decision, to indicate, of course, violent disagreement with the theory you can have two people vote for the same job. There is now a specific provision in section 9 of the Taft-Hartley law to the effect that a striking union will not be permitted to vote. That phase of the law corresponds very much with the dissenting opinion of Board Member Reilley in that case. Mr. Reilley dissented from the decision of the majority, since there had been no unfair labor practices found by the Board, that the replacements, having been valid replacements, that the strikers should not be permitted to vote.

Mr. McCANN. I wasn't conscious of the time this matter came up, Mr. Chairman, and I want it to be part of the record that this particular

issue was not involved at all in our legislative history. I had nothing to do with the framing of our legislative history, being tied up with a number of other duties. The chairman advised me that this case did come into the legislative history, which resulted in the Taft-Hartley law. I am glad you mentioned this.

There is one other question I want to ask you.

Mr. ZORN. Surely.

Mr. McCANN. That is, if you can give an answer to the question, Why the producers, when they had an obligation to either substitute the painters' union and recognize that union as a party in this contract, or else that they should declare this agreement null and void, did not take any action of either kind?

Mr. ZORN. I think I can answer that for you, Mr. McCann, not out of my own personal direction, but out of all the conversations and the attitudes that were taken at that time. I think the answer is a very simple one.

The producers, having had claims made by the IA for this group of people, and knowing what the position of the IA was with respect to this group—knowing that the IA claimed these men—and on the other hand having the claim of the painters' union in complete and violent conflict with the IA—were trying to duck a really serious situation. If they had canceled the contract, there might have been sparks ignited by the painters' union. If they had recognized local 1421 on the affiliation of the independent society, they knew perfectly well that the IA wouldn't take that lying down. They were in the middle at that time, and they knew that both groups were contending and fighting for this small group of set dressers. They also knew this was the spark that would ignite this whole jurisdictional situation, which Mr. Kahane testified to yesterday.

For that reason they may have been remiss, perhaps, strictly legally, in their duty. They might have taken the position, but they knew that any position they took would blow the top off things in Hollywood.

Mr. McCANN. Mr. Luddy suggests the following question: Did the striking set decorators go back to work when the strike ended, pursuant to the Cincinnati agreement?

Mr. ZORN. Yes.

Mr. McCANN. Set dressers?

Mr. ZORN. Set dressers; yes. As you now know, Mr. Chairman and Mr. McCann, the painters won the NLRB election finally, and as part of the Cincinnati directive—in the meantime the set dressers were out on strike. They had initiated the strike and the other CSU unions came with them when the Cincinnati agreement was reached.

The jurisdiction over the set dressers—it is my information and my understanding, as a result of the Cincinnati agreement, they have gone back to work affiliated with local 1421.

Mr. McCANN. They continued to work how long?

Mr. ZORN. Until the last—that is, our current strike of 1946.

Mr. McCANN. Can you get a record of the set decorators who have been restored to their jobs and those that are still out of work.

Mr. ZORN. As of what time, Mr. McCann?

Mr. McCANN. As of the present time.

Mr. PRICE. They are all out.

Mr. ZORN. The set dressers who were reinstated in October of 1945 went on strike, as part of the September 1946 strike, so that I am not

clear at the moment as to just whom you are referring to. Some of them may have come back; I don't know.

Mr. McCANN. The question propounded has come from Mr. Cobb. Let's see if I can get it a little bit clearer. Can you get a record of the interior decorators now—as I understand, you call them set dressers; is that right?

Mr. ZORN. They are called by both names.

Mr. McCANN. Can you get a record of the interior decorators who were restored to their jobs after the Cincinnati agreement?

Mr. LUDDY. They all were.

Mr. McCANN. I think you are right. Mr. Chairman, I am going to withdraw that question for this reason: That at that time, under the Cincinnati agreement, they were entitled to be restored to their jobs, and if they did not go back to their jobs—if they were refused jobs—I think we should hear testimony from the witnesses on that subject, Mr. Cobb.

Mr. COBB. May I make an inquiry?

Mr. KEARNS. Is there any objection, Mr. Counsel?

Mr. McCANN. No objection on my part. Mr. Price, do you object to the inquiry?

Mr. PRICE. No.

Mr. COBB. Mr. Casey testified that some of these men never got their jobs back.

Mr. KEARNS. You are making an inquiry now, not testifying?

Mr. COBB. Yes, sir. My inquiry is how can the conflict of testimony between the two witnesses, Mr. Casey and Mr. Zorn, be determined, except from the records of the company as to how many—I am not concerned with the names of the individuals; I am concerned with the proof from the records of the company as to how many were restored and how many remained crowded out of their work by the I. A.

Mr. McCANN. Mr. Chairman, I want to say right now I don't recall that testimony of Mr. Casey. If that was in the record, I didn't so understand it.

Mr. PRICE. I think he can clarify it.

Mr. McCANN. I will ask Mr. Casey to come back on the stand on that. If he doesn't clarify it, I think your question should be asked.

Mr. KEARNS. Should be considered, at least.

Mr. McCANN. Should be considered anyway.

Mr. ZORN, does that complete your statement with respect to this particular incident?

Mr. ZORN. It does unless you have some further questions.

Mr. McCANN. I have none, unless the chairman does.

Mr. KEARNS. I may want to recall Mr. Zorn on this, because this was a very, very important consideration when we were drafting the Taft-Hartley bill, and the Columbia Picture case was definitely in the foreground there. Also I think this has been quite a turning point here in the ramifications of this jurisdictional strike, this particular case right here. It must be developed, and we can't overlook any part of it.

Mr. ZORN. Thank you. I will be available.

Mr. McCANN. Mr. Price, would you mind taking the stand again, just for a second, so we may have that straightened out?

TESTIMONY OF PEERY PRICE—Resumed

Mr. McCANN. Mr. Price informs me there is a little bit of confusion as to dates that he would like to straighten out.

Mr. KEARNS. No objection.

Mr. PRICE. I think the dates will all be clarified from the decision there, which is now a part of the record.

Mr. McCANN. Yes.

Mr. PRICE. I believe Mr. Zorn skipped over a little rapidly the period from September of 1944 to March of 1945. In September, I believe it was of 1944, local 1421 filed and then withdrew its petition before the National Labor Relations Board.

I believe it was withdrawn on the 30th of September, if I am not mistaken. Then in October, Mr. Zorn then said, immediately, or very shortly, there was a strike. As a matter of fact, the strike came in October and lasted for only a few days. And then they went back to work. The controversy was still going on and they went back without any settlement. They were still negotiating, and at that point the National War Labor Board stepped in and finally appointed Mr. Tongue as arbitrator.

When Mr. Tongue was acting as arbitrator, there was no strike. The Tongue report came out on January 26, I believe, of 1945, and that report awarded the jurisdiction temporarily to local 1421, but pointed out that a final allocation of or a final determination of the bargaining unit and of the proper bargaining agent could only be made by the National Labor Relations Board, and suggested a petition be filed with that body.

A petition was filed with that body by the producers, in February—I believe February 26—of 1945.

The hearing on it started, I believe, March 7, 1945. I may be off a day or two on that. And it was that hearing which was in progress when the strike was called on March 12, 1945. I think that straightens out the record on that point.

Mr. McCANN. Thank you, sir. That is all I wanted from you at this time.

Mr. Luddy, will you take the stand, please?

Mr. KEARNS. Do you solemnly swear the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. LUDDY. I do.

**TESTIMONY OF MICHAEL G. LUDDY, ATTORNEY, LOS ANGELES,
CALIF.**

Mr. McCANN. Please state your name and address.

Mr. LUDDY. Michael G. Luddy 1225 Citizens National Bank Building, Los Angeles, Calif.

Mr. McCANN. What is your profession?

Mr. LUDDY. Attorney at law.

Mr. McCANN. How long have you been engaged in that profession?

Mr. LUDDY. Thirty-two years.

Mr. McCANN. Mr. Luddy, at the time of this jurisdictional strike in 1945, were you employed by the IATSE?

Mr. LUDDY. I was.

Mr. McCANN. Were you employed by them in 1944, when the issue first arose over the jurisdiction of the set dressers?

Mr. LUDDY. I was.

Mr. McCANN. Are you familiar with all of the facts and circumstances of that struggle between local 1421, the painters' union, and the IATSE.

Mr. LUDDY. I think I am.

Mr. McCANN. Have you anything to add, sir, to the statements you have heard from Mr. Zorn and from Mr. Price?

Mr. LUDDY. I think I should like to point out for the record that at least half of the people who were engaged in the major studios as set dressers were persons who had received their training in the property department of the IATSE or in local 44. They had done some work of dressing sets, so much so, in fact, that the contract between local 44 of the IATSE and the major producers in 1942 contained a specific clause that where any of the members of local 44 were called upon to do any work of set decorating or, as it was known in the trade at that time, set dressing, they were to receive a bonus of 15 percent over and above the wage scale of the particular classification in which they were working.

Mr. McCANN. Have you that contract, sir?

Mr. LUDDY. I will produce it. I have it at my office.

Mr. McCANN. I wish you would produce that contract and mark the clause so it may be read into the record.

Mr. LUDDY. I will do that. Now, there were times when all of the persons who were working in the industry as set dressers were not occupied, so consequently many members of local 44 still kept their cards in local 44 so that if they weren't working on a job as a set dresser they could go back as a property man or as a property master under their local 44 card, and they did that.

Mr. McCANN. In other words, they were members of both unions?

Mr. LUDDY. That is right.

Mr. McCANN. The IATSE and the society or the new 1421?

Mr. LUDDY. They were members of the society during all of the time that the society was in effect, and when they weren't working as set dressers and there was a job open for them in the property department, they went back and worked at that, because, as I wish to point out, many of them had worked in the property department for years before they went into the classification of set dressers.

When, in the summer of 1944, local 1421 filed its petition; we intervened on behalf of local 44 and satisfied the local authorities here that we had at least 33½ percent of the persons as members in local 44.

On the basis of that showing, the regional office indicated its intention to permit us to intervene. As soon as that indication was made, local 1421 withdrew its petition.

Then the thing started, as the witnesses have already testified to here, and I see no reason why I should repeat it.

Mr. McCANN. Have you any correction or anything to add to the testimony which they have given from that point on? I mean are you conscious of any error they have made in their testimony which you would like to correct?

Mr. LUDDY. I want to make it plain it is my understanding that, pursuant to the Cincinnati agreement, all of the persons who were

working as set decorators and who went out on strike on March 12, 1945, returned to work in the studios and continued to work in the studios until they went out on strike on September 23, 1946. And that if any impression has been given here by any of the witnesses that those persons who went out on strike and who belonged to local 1421 and were working as set dressers or set decorators had to join the IATSE in order to work, I want to correct that.

Now, it is my further understanding that, after they had gone back to work in October or about November 1 of 1945, they continued to work as set decorators under the jurisdiction of local 1421 until this jurisdictional strike was declared on September 23, 1946, which is still in progress. And I am further advised that a considerable portion of those set decorators who went out on strike on September 23, 1946, have since gone back to work.

Now, if they have gone back to work, they have gone back either as on their membership card in the IATSE or under a permit card issued by the IATSE.

Mr. McCANN. Right there let's get this straightened out. I think you have hit on a very important point. When the set dressers were returned to employment, as a result of the Cincinnati agreement, were they required to take out membership in local 1421 of the painters' union?

Mr. LUDDY. They were not. The IATSE and local 44 of the IATSE recognized the fact that jurisdiction over the set dressers at that time was vested in local 1421.

Mr. McCANN. That is what I am getting at. Were all of the set dressers who come back to work and who did work as set dressers after the Cincinnati conference, were they forced under the closed-shop agreement to join 1421?

Mr. LUDDY. I don't know anything about that. I understand they had been members of local 1421 for a year or so, at least, and so far as I know there was no forcing or compulsion of any kind.

Mr. McCANN. I think you are correct. Now, after the Cincinnati agreement, did any of the people who were property men and not set dressers continue to function as set dressers?

Mr. LUDDY. In my opinion, not until the strike started—the strike that is now in progress—that is, as of September 23, 1946.

Mr. McCANN. Now, did any of the members of the society who went out on strike prior to the Cincinnati agreement continue to carry cards in local 44?

Mr. LUDDY. I think some of them did. They had been members of the IATSE, in many instances, for many, many years. And I think that some of them continued to carry their cards in the IATSE.

Mr. McCANN. Did they continue to carry their cards in the IATSE throughout the strike?

Mr. LUDDY. So far as I know, some of them did.

Mr. McCANN. Have any of them returned to work as IATSE men during this strike?

Mr. LUDDY. Yes.

Mr. McCANN. How many, if you know?

Mr. LUDDY. Well, I have heard it estimated as being somewhere around 30.

Mr. McCANN. How many of those were members and have been restored to full membership in local 44?

Mr. LUDDY. That I don't know. I think it is the same group that had been members for years and who continued their membership in 44.

Mr. McCANN. Can you secure, or can the industry representative secure for us, the information with respect to the number of men who have come back as set dressers with the producers and been restored to full union membership?

Mr. PRICE. I am sure we can.

Mr. McCANN. How many of them are working with permits?

Mr. PRICE. I am sure we can find out how many are back at work. I am not sure whether our records show whether they are permittees or full members. We have never required them to be members of the IATSE. We might know and we might not. I don't know. I will try to find out.

Mr. McCANN. You will try to find out for us?

Mr. PRICE. I will try to find out.

Mr. McCANN. I think that is all, Mr. Luddy, at this time.

Mr. Casey, we probably won't finish with you today, but we can proceed with the second chapter of your short story.

TESTIMONY OF PAT CASEY—Recalled

Mr. McCANN. Now will you tell us what took place after the Cincinnati conference and the restoration of the painters to their jobs? Take it from there on and tell us, sir.

Mr. CASEY. Well, after the Cincinnati—to correct, you asked me a few minutes ago about whether all of the set dressers went back to work. I said some of them went back under IATSE cards. I meant this last strike in 1945.

Mr. McCANN. I am sure you are trying to give us a thoroughly sincere statement, sir.

Mr. CASEY. That is correct. After the Cincinnati arrangement, everybody went back to work that wanted to go back, and the employers made a deal, as Mr. Kahane or somebody testified to here this morning, when they paid off the people who were in there and everybody went back to his old job.

Mr. McCANN. Well, proceed now. Tell us when the next controversy—it seems to me that you have, if you will pardon me, a more complete picture of the step-by-step problems here than does Mr. Kahane.

Mr. CASEY. All right.

Mr. McCANN. You have given us a very dramatic little story of this painters' situation, and I want you to give us your personal knowledge and experience with the next controversy.

Mr. CASEY. Well, of course, then, afterward, the so-called three-man committee came out with a directive. Personally, I could not interpret the directive if you gave me a million dollars.

Mr. McCANN. You mean the first directive?

Mr. CASEY. Yes; the first directive. That was after the 1945 strike, when everybody went back to work, but the producers got together and they decided that they would interpret it to the best of their ability, which they did, and they allotted certain work to the IATSE and certain work to the carpenters. I might say, though, on that, where it was just before the thing—I think we had 30 days or something

to find out just where they were at, and during that period I think that both the carpenters and the IATSE agreed that they would let me act as an arbitrator to settle any disputes which might come up on the lots until such time as a proper settlement was made.

Mr. KEARNS. Mr. Casey, you acted then as the person who tried to interpret it to the producers, the agreement of the three-man committee?

Mr. CASEY. That is right.

Mr. KEARNS. And they depended on your decision?

Mr. CASEY. That is right—for 30 days. I wouldn't take it for any longer. At the end of the 30 days, each claimed their rights under the directive. In the meantime, two organizations had been chartered by the IATSE, one for the set erectors or something and another for the machinists, and a few other odds and ends, and they were put into the picture and they have been working on it until such time as the second interpretation of the directive came out, and immediately upon that coming out Mr. Hutcheson advised Mr. Johnston by letter—and I also think he sent me one—stating that that was the new deal.

Well, the carpenters came in and they demanded—

Mr. KEARNS. Just a minute. Do we have a copy of that letter?

Mr. McCANN. I think we received that letter in evidence yesterday, did we not, Mr. Casey?

Mr. CASEY. Yes.

Mr. McCANN. All right.

Mr. CASEY. And the carpenters came in and demanded, after having received instructions from Hutch, that we turn over certain work to them, and if we didn't by the next morning, their people would not handle it. Well, the next morning everything was declared "hot," and there was a hullabaloo around the studios, and the carpenters were told to go and do certain work. They refused, and they were paid off and sent home. The painters likewise would not handle certain things, and they were paid off and sent home, and the battle was on. It has been on ever since. Everything has been done, in my estimation, to try to get people to sit around the table and arbitrate this situation.

Mr. McCANN. What do you think was the real cause of the 1946 strike?

Mr. CASEY. I think that the real cause of the 1946 strike was that Hutch had gotten these people to clarify the first directive and give them more than they did under the first directive, and insisting that his men have that work, and when they didn't get it and the IATSE refused to give it up, there we were, right in the middle of the ocean.

Mr. McCANN. Did you ever talk to Hutch about that?

Mr. CASEY. Yes, sir.

Mr. McCANN. What did he say he said to this three-man committee to get them to do that?

Mr. CASEY. I didn't talk to him about that.

Mr. McCANN. That is what I meant.

Mr. CASEY. No; I did not.

Mr. McCANN. Did you ever find out officially or unofficially as to what took place between Mr. Hutcheson and those three arbitrators to make that clarification?

Mr. CASEY. I did not.

Mr. McCANN. The companies have indicated in their statement that there was such pressure brought to bear by Mr. Hutcheson on the three arbitrators as to lead them to modify the former Cincinnati agreement and give more jurisdiction to the carpenters. Are you in accord with that?

Mr. CASEY. I have heard it said, but I don't know that it ever happened.

Mr. McCANN. Well, do you think it is true or not true?

Mr. CASEY. I think that Hutch has strength enough among those fellows to tell them what to do.

Mr. McCANN. And you think that is what he did do?

Mr. CASEY. I think he might have.

Mr. McCANN. Now, do you know those three men?

Mr. CASEY. No, sir.

Mr. McCANN. Never saw them?

Mr. CASEY. Never saw one of them in my life, to my knowledge.

Mr. McCANN. Did you or the companies, to your knowledge, ask them for any clarification?

Mr. CASEY. No, sir.

Mr. McCANN. Did the IATSE ask them for any clarification, if you know?

Mr. CASEY. I don't know.

Mr. McCANN. But you think that the matter, under the Cincinnati agreement, as poorly drawn as that was, could have continued peacefully—I mean that the situation could have continued peacefully in Hollywood had it not been for the clarification?

Mr. CASEY. Yes, I do. I think we would have gone along with it.

Mr. McCANN. Did you ever propose to the unions the advisability of maintaining a permanent arbitrator?

Mr. CASEY. No, sir.

Mr. McCANN. After you had your 30 days of it?

Mr. CASEY. No, sir. I did propose to the CSU unions that an arbitration board be set up to handle all of these difficulties.

Mr. McCANN. And what was their response to that?

Mr. CASEY. They accepted it.

Mr. McCANN. They accepted it?

Mr. CASEY. Yes, sir. We finally drew an arbitration clause that we submitted to them. They didn't like it, but they accepted it.

Mr. McCANN. Did you submit that to the IATSE?

Mr. CASEY. I think it was submitted to them, too.

Mr. McCANN. What did they do about it?

Mr. CASEY. We have never heard.

Mr. McCANN. They never responded?

Mr. CASEY. No, sir.

Mr. McCANN. Now, when was that done?

Mr. CASEY. That was done—

Mr. McCANN. Before the clarification?

Mr. CASEY. No; I think right after it.

Mr. McCANN. Right after the clarification?

Mr. CASEY. Or it might have been right after the directive was handed down.

Mr. McCANN. Right after the directive. Wouldn't you have any record of when you did that?

Mr. CASEY. Yes, sir.

Mr. McCANN. I wish that you would try to secure that, Mr. Casey.

Mr. CASEY. I will try to get it.

Mr. McCANN. Mr. Casey, you probably have had a lot of communications in those years with Mr. Hutcheson.

Mr. CASEY. From Mr. Hutcheson, very few. Hutch is a peculiar guy. Anything I have had from him, practically, except when we met, was over the telephone.

Mr. McCANN. Have you had any letters from him on this problem at all since it arose?

Mr. CASEY. No, sir.

Mr. McCANN. No letters. Have you had any from Mr. Walsh?

Mr. CASEY. No, sir.

Mr. McCANN. Have you had any letters from Mr. Brewer or Mr. Sorrell?

Mr. CASEY. I have plenty of telegrams or letters from Sorrell. I don't know whether I got any from Brewer or not. I have plenty from Herbert.

Mr. McCANN. I wonder if you would make those available for us to look over and see if we can glean any information from them.

Mr. CASEY. Yes, sir.

Mr. McCANN. Mr. Chairman, I believe that completes my present examination of Mr. Casey, except this, that I believe that Mr. Casey has indicated a disposition to help us, and I wish that he would do a little thinking on the thing. If you have any comments to make on the subject, I wish you would. I feel that this is something bigger than the motion-picture industry of Hollywood. This thing involves the Government, and I wish the chairman, if he has anything to say on the subject, would give you the benefit of his counsel on it.

Mr. KEARNS. I know we are very greatly indebted to Mr. Casey's fairness in his testimony, and I have learned since being on the coast that he is highly regarded by everyone on the coast, and for a man to have that reputation over a long period of years of service that you have had certainly exemplifies that you are a man of high integrity in the mind and viewpoint of your fellow citizens.

I would like to collaborate with the counsel, Mr. McCann, that during the night—during the period that we will recess here until tomorrow morning—that you assimilate a lot of your data and in your testimony in the morning try to wedge it in between industry and labor and consider the public in this matter. After all, we are serving the public in the United States of America, regardless of what industry we may be engaged in, and your long service with the industry has taught you what the public wants and what they need.

So tomorrow morning I would like to reconvene with the idea that we can use you as one who has been more or less of a man to settle disputes, to come in here and to make possible the means, with any suggestion that might help us to clear up the matter.

We stand adjourned.

(Whereupon, at 3:50 p. m., an adjournment was taken until 10 a. m. of the following day, Wednesday, August 13, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

WEDNESDAY, AUGUST 13, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR.

Los Angeles, Calif.

The subcommittee met at 10 a. m., in room 324, United States Post Office Building and Courthouse, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Also present: Laurence W. Beilenson, 321 South Beverly Drive, Beverly Hills, Calif., appearing for Screen Actors Guild.

Mr. KEARNS. The hearing will come to order. Mr. Counsel, the first witness.

Mr. McCANN. Mr. Chairman, before calling the first witness, I would like to call attention to the fact that I have received a wire from the clerk of the committee, W. Manly Sheppard, in which it is stated:

Hon. CARROLL D. KEARNS:

W. C. Doherty served subpoena today now requests opportunity to appear before your committee in Washington. Speaking engagements and convention plans will be disrupted if he and William C. Birthright of Indianapolis must appear in Los Angeles. He offers to bring Birthright and Felix Knight to Washington for full cooperation at some September date. Please wire answer to committee.

May I respectfully suggest this request be denied and that the clerk of the committee be so advised?

Mr. KEARNS. The chairman likewise feels the request should be denied.

Mr. McCANN. Mr. Chairman, Mr. Casey is on the stand.

TESTIMONY OF PAT CASEY—Continued

Mr. KEARNS. You have been sworn, Mr. Casey?

Mr. CASEY. Yes, sir; twice.

Mr. KEARNS. Take the chair.

Mr. McCANN. Mr. Casey, I believe yesterday that we had reached the place in your testimony where you described the fact that there had been some four or five unions created by IATSE during the time of the jurisdictional strike existing in Hollywood; is that correct?

Mr. CASEY. Yes, sir.

Mr. McCANN. Now what, if you know, has happened with respect to these several new unions?

Mr. CASEY. My understanding is that the charter that was issued for carpenters and one for painters was withdrawn by Mr. Walsh

after the A. F. of L. requested him to do so. The other three are still in existence, as far as I know.

Mr. McCANN. Do you know the numbers of those locals that were created by the IATSE?

Mr. CASEY. Yes, sir. Local 468 of the motion picture studio mechanics. That includes the set decorators and the electrical running repairmen. A man by the name of Singleton is the business agent.

Mr. McCANN. What is that number again?

Mr. CASEY. Local 468.

Mr. McCANN. Is that local still in existence?

Mr. CASEY. Yes, sir.

Mr. McCANN. Local 468. Proceed.

Mr. CASEY. Local 790 consists of set designers, painters, and scenic artists. A man by the name of Hanzard, I think is the correct name—

Mr. McCANN. H-a-n-s-a-r-d?

Mr. CASEY. No, "z".

Mr. McCANN. H-a-n-z-a-r-d?

Mr. CASEY. Yes, sir.

Mr. McCANN. Is the business agent?

Mr. CASEY. Yes, sir.

Mr. McCANN. Is that local still in existence?

Mr. CASEY. Yes, sir.

Mr. McCANN. All right.

Mr. CASEY. No. 789, called the cinetechnicians.

Mr. McCANN. Is that scenic?

Mr. CASEY. C-i-n-e.

Mr. McCANN. Cinetechnicians.

Mr. CASEY. That is right. They are the machinists. A man by the name of Shiffman is the business agent.

Mr. McCANN. That is still in existence?

Mr. CASEY. Yes, sir.

Mr. McCANN. Now, then, the other two locals created—their charters were withdrawn by order of the American Federation of Labor.

Mr. CASEY. That is my understanding.

Mr. McCANN. I see. Now, can you tell the committee how many members of the IATSE belong to local 468?

Mr. CASEY. No, sir; I cannot.

Mr. McCANN. Can you tell us how many men are on permit in local 468?

Mr. CASEY. I cannot; no, sir.

Mr. McCANN. Can you tell us how many men are in local 790 who carry IATSE cards?

Mr. CASEY. I cannot.

Mr. McCANN. Can you tell us how many are on permits?

Mr. CASEY. I cannot.

Mr. McCANN. Can you tell us how many men carry IATSE cards in 789?

Mr. CASEY. I cannot.

Mr. McCANN. And how many are on permits?

Mr. CASEY. I cannot.

Mr. McCANN. Mr. Chairman, I would like to request subpoenas for Mr. Singleton, Mr. Hanzard, and Mr. Shiffman.

Mr. LUDDY. I think they are all under subpoena, Mr. McCann.

Mr. McCANN. They are all under subpoena?

Mr. LUDDY. Yes, sir.

Mr. McCANN. If those gentlemen are present, I would like for them to be prepared to answer the question from their records with respect to the number of members and the number of permittees working there.

Mr. KEARNS. No objection.

Mr. McCANN. Now, do you know whether or not any of these locals which you have just enumerated have contracts with the producers?

Mr. CASEY. Up to July 1, they didn't have contracts. What has happened since then, I don't know.

Mr. McCANN. Do you know whether or not any demand has been made by these unions for contracts?

Mr. CASEY. It has never been made to me.

Mr. McCANN. Yesterday we had testimony, Mr. Casey, as I recall it, from Mr. Mannix, to the effect that the men employed as carpenters to take the place of those who were on strike, were, let us say, proficient—or after 2 or 3 months of training, were able to qualify—to do the work needed by the producers.

Have you any personal knowledge of the qualifications of the men who are now functioning as carpenters and journeymen on the lots of the producers?

Mr. CASEY. As to the ones that are functioning at the present time, I have not. As to the ones that started in when the trouble started, I have.

Mr. McCANN. State what time you mean, and then give us the circumstances which you can with respect to that period.

Mr. CASEY. Right after the strike of 1946, I was called upon to come over to the Pathé Studios, that there was a controversy over there between set erectors and carpenters.

This was during that 30-day period that I was supposed to decide jurisdiction. When I got to the Pathé lot, they had a big scene there of a kitchen in which there were great big iceboxes—

Mr. McCANN. Just a moment. Was that 1945 or 1946?

Mr. CASEY. That was 1946. And the trouble was that all of these big doors, which are big enough for people to walk through, were hung upside down. Of course, they couldn't throw the catches open. The result was we had to get carpenters to come in and reset the doors.

Mr. McCANN. You are speaking of that from your own observation?

Mr. CASEY. Personal knowledge.

Mr. McCANN. Do you know from your own personal knowledge from what source or sources the producers received the employees which they used to fill in the gap that was left by virtue of this strike?

Mr. CASEY. Well, they appealed to the IATSE to furnish them men, and the IATSE furnished the men. Where they got the men, I don't know.

Mr. McCANN. At that time, wasn't it right after the war ended and there were a lot of men with temporary carpenters' cards who had constructed housing, and, therefore, there were plenty of people available at that time, men who had had no difficulty in securing journeymen's cards by reason of the war effort?

Mr. CASEY. That is correct. Anybody who could handle a hatchet, a saw, and a hammer during the war effort got a carpenter's card in the shipping industry and things of that kind.

Mr. McCANN. Would you say that it was from such sources that the replacements were drawn?

Mr. CASEY. I would think that probably they had quite a few of them from that same category.

Mr. McCANN. Do you know of your personal knowledge the status which exists with respect to the employment of these people who have come in since the strike, as to whether they are employed as permanent employees, employees for 6 months, 3 months, or from day to day?

Mr. CASEY. Well, I would say that 90 percent of the people who have come in are working under the same conditions that the other people work under, and that is on a daily guaranty and nothing more.

Mr. McCANN. In other words, the employees that are now on the lots who have replaced those that are on strike are employed—at least 90 percent of them—on a day-to-day basis?

Mr. CASEY. Yes, sir.

Mr. McCANN. Can you tell me who is the business agent of the soundmen's union?

Mr. CASEY. Mr. Harold Smith.

Mr. McCANN. Who is the business agent of the cameramen's union?

Mr. CASEY. Mr. Herbert Aller.

Mr. McCANN. Who is the business agent of local 80 of the grips?

Mr. CASEY. There is a new man who has just been put in. I don't know him. But a man by the name of Mr. William Barrett was the business agent.

Mr. McCANN. Do you have any knowledge of the source of the industry's statement that Mr. Hutcheson forced the negotiating committee to modify the Cincinnati memorandum?

Mr. CASEY. I have no direct knowledge. It is only hearsay.

Mr. McCANN. Let us hear what your hearsay is, please.

Mr. CASEY. My hearsay was that, I think, Mr. Knight, if I remember correctly, of that committee, made a statement in Washington to the effect that he was forced to change the original directive because Hutcheson pressured him.

Mr. McCANN. Do you know, or do you have any hearsay, as to whom Mr. Knight made that statement?

Mr. CASEY. No; I do not remember who it was.

Mr. McCANN. Did Mr. Mannix, if you know, hear that from Mr. Knight?

Mr. CASEY. I don't know.

Mr. McCANN. Mr. Kahane?

Mr. CASEY. I don't know.

Mr. McCANN. Mr. Friedman?

Mr. CASEY. I don't know.

Mr. McCANN. Those three were in Washington before the A. F. of L., were they not?

Mr. CASEY. Yes, sir.

Mr. McCANN. And as I recall, the statement that Mr. Knight made was to the effect that Mr. Hutcheson made them change these

directives and substitute for the original directives an amended statement.

Mr. CASEY. That is my understanding.

Mr. McCANN. How long ago has it been since you have seen or talked with Mr. Hutcheson?

Mr. CASEY. Three weeks.

Mr. McCANN. State the circumstances under which you met him and give us the gist of the conversation.

Mr. CASEY. I happened to be in Washington on some personal business, and there was a meeting in Washington that very day which I thought pertained only to the teamsters' union. I met Fred Tobin, who is Dan Tobin's son, and he told me that his father and Dave Beck were arriving in town that day for a meeting over at the Washington Hotel, and that his father certainly would like to see me.

I said, "O. K., I will be back in my hotel at a certain time and you can call me."

He called me and told me that his father wanted me to go to lunch with him at the Statler Hotel. I went to lunch with him, Mr. Beck, Fred, and a man named Flint, I think, from their organization at Indianapolis.

We talked several things over there at the lunch, and then Mr. Tobin insisted that I go back with him to the Washington Hotel. I thought that I was going back to meet some of his people. When I got back to the Washington Hotel, I was ushered upstairs, and I was ushered into a meeting of the executive council of the American Federation of Labor.

There were present Mr. William Green, George Meany, Matthew Woll, Dave Dubinsky, Mr. Hutcheson, Mr. Tobin, and I think Lindelof was there.

We passed the time of day and talked a little there, and "Hutch" said he would like to see me. I made an appointment to see him the next morning at 10 o'clock.

I went over to his hotel and saw him and I started in by saying to him, "Now, 'Hutch,' there isn't a thing in the world that I want from you personally. Isn't there some way that these poor devils who are walking the streets out there, who have worked 20 or 25 years in those studios, can be put back to work?"

"Well," he said, "most everybody out there is working; aren't they?"

I said, "Yes, I guess they are, as far as the carpenters are concerned, with the exception of those older men who cannot climb ladders, who cannot go up on scaffolds, and those fellows are not working, and I say it is a shame. They have been with you 25 or 30 years, and I think you ought to do something to put them back to work."

"Well," he said, "you remember what I told you in New York, don't you?"

I said, "Yes, sir."

He said, "That some day they will come down the alley and they would want to do some building."

Well, he says, "That will happen one of these days. They will want to do some building somewhere, and when they do they will come down my alley and I will get my jurisdiction."

"Well," I said, "'Hutch,' supposing this Taft-Hartley law monkeys around until you have an open shop in California?"

"Well," he said, "We had an open shop before, and we fought it. If we have an open shop now, we will have to fight it."

"Well," I said, "you won't do a thing? You won't give word to the fellows out there to go ahead—not a thing? The matter is just as it was when we talked last in New York?"

We talked then about the weather and about his airplane and about a half-dozen other things. I knew there was no chance of me budging "Hutch," so I left.

Now, I want it distinctly understood I wasn't sent there by anybody. I went there because Mr. Tobin had brought me into a meeting and I met these people. They all knew me. And as old Dan said, "Christ, if you don't say 'hello' to them, they will think something is wrong." So I did.

But it was all on my own accord and trying to do an act I thought might help somebody.

Mr. McCANN. Would you be kind enough to develop a little bit what you said with respect to the age and the problems of the carpenters to him? In other words, I would like for you to give to us the benefit of what it means to a union man who has been in a union 20 or 25 years if he should lose his status.

Mr. CASEY. I said to "Hutch," "My God, 'Hutch,' if those fellows go off and join something else and go to work, they are going to lose all of their benefits under your organization," which, as I understand, is sickness and disability and even if they get so tough, they have a home down at Lakeland, Fla., they maintain that they can go there.

"If he goes joining anything else and goes into the studios, and conditions get bad, they will be the first ones laid off. Where are they going to work? Your card allows them to work anywhere in the United States and Canada. The IA card in that studio allows them to work in that studio. Now, what the hell are they going to do?"

Mr. McCANN. What did he say to that?

Mr. CASEY. He said, "That is their trouble."

Mr. McCANN. Would it be a fair summary of your conversation with Mr. Hutcheson to say that he manifested complete indifference to the welfare of his union members who were on strike in the movie industry?

Mr. CASEY. I would say that it would.

Mr. McCANN. Did Mr. Hutcheson make any demand that the carpenters are not entitled to under their collective-bargaining agreement of July 2, 1946?

Mr. CASEY. I did not quite get—

Mr. PRICE. That calls for a conclusion.

Mr. McCANN. I am going to ask you whether it calls for it or not. I am going to read it again.

Mr. CASEY. I didn't understand the question.

Mr. McCANN. Did Mr. Hutcheson make any demand that the carpenters are not entitled to under their collective-bargaining agreement of July 2, 1946?

Mr. CASEY. He made no demand at all regarding it.

Mr. McCANN. Have you ever heard Mr. Hutcheson making any demand that the carpenters are not entitled to under their collective-bargaining agreement of July 2, 1946?

Mr. LUDDY. May the record show that was asked as a question of Mr. Cobb's, Mr. McCann?

Mr. McCANN. Yes; I want the record to show it is asked as a question of Mr. Cobb's.

Read the question.

(The question was read.)

Mr. CASEY. I have not heard of him making any demand.

Mr. McCANN. Now, Mr. Casey, you were to provide us with an opportunity to examine your correspondence?

Mr. CASEY. Yes, sir.

Mr. McCANN. Did you bring any of your correspondence?

Mr. CASEY. I did, sir.

Mr. McCANN. Mr. Chairman, I would like to have 15 minutes to go into the other room and examine this correspondence before excusing Mr. Casey.

Mr. KEARNS. No objection.

(Short recess taken.)

Mr. KEARNS. Mr. Counsel, since we have some members of the press here, it is all right to proceed.

Mr. McCANN. All right.

Mr. Chairman, first of all, Mr. Warren Doan is subpoenaed and has requested that he be called at once or excused, because he has to go to Italy. From the best information I can receive, Mr. Doan is not a necessary witness in the procedure, and I would like to ask that he be excused at this time from testifying, and that he be excused from the subpoena.

Mr. KEARNS. Are you making that request as counsel?

Mr. McCANN. Yes.

Mr. KEARNS. So ordered.

Mr. McCANN. Is Mr. Doan present? Well, it will be taken care of.

Mr. Chairman, I have hastily perused the correspondence of Mr. Casey, which includes correspondence with all of the major persons in this controversy. His correspondence covers telegrams and letters to Mr. Hutcheson, to Mr. Walsh, and to others, and I think it is essential that we should put it all in the record, and that it should be read in chronologically. For that reason, it will take from 1 hour to 2 hours to do so, and I may have to have some assistance in reading, but I think it is of sufficient public interest that it should not just be received as exhibits and reproduced in the appendix.

I want the chairman and the parties in interest to hear these letters and telegrams, and for that reason I would like to ask Mr. Freeman, who is very busy and can't be here tomorrow, to take the stand and try to dispose of him today, or at least commence his testimony. We may have to recall him after we have heard the testimony of other witnesses.

If that is agreeable, I would like to excuse Mr. Casey and ask Mr. Freeman to take the stand.

Mr. KEARNS. At this time?

Mr. McCANN. Yes, sir.

Mr. KEARNS. All right; no objection. Mr. Freeman.

Mr. Freeman, will you stand and raise your right hand?

Do you solemnly swear the testimony that you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. FREEMAN. I do.

TESTIMONY OF YOUNG FRANK FREEMAN, VICE PRESIDENT, PAR-AMOUNT PICTURES, INC., HOLLYWOOD, CALIF.

Mr. McCANN. Please state your name and address.

Mr. FREEMAN. Young Frank Freeman, Beverly Hotel, Beverly Hills, Calif.

Mr. McCANN. What is your telephone number, sir?

Mr. FREEMAN. The telephone number at the hotel is Crestview 1-8131, and that is my number. That is my residence. The business phone is Hollywood 2411.

Mr. McCANN. What position do you occupy in the movie industry?

Mr. FREEMAN. I am a vice president of Paramount Pictures, Inc.

Mr. McCANN. How long have you been identified with this company?

Mr. FREEMAN. Indirectly I was identified with them from 1915 to 1923 in an enterprise in the Southern States—theater interests. Then I was not with them or connected with the theater or motion-picture business for a period of 10 years. I then became associated with Paramount Pictures, Inc., in January 1933, and have been with them ever since.

Mr. McCANN. What are your duties as vice president?

Mr. FREEMAN. At present, you mean?

Mr. McCANN. I would like for you to tell us what they are at present and then tell us what your duties have been in the past, so that we may get some idea of your activities and your knowledge of the industry.

Mr. FREEMAN. Well, when I first joined Paramount Pictures in 1933, I was neither an officer nor a director. Very shortly after becoming associated with them, receivers took charge of the business of the company. The Paramount interests were reorganized under 77-B and came out of bankruptcy in 1935, and shortly after that I was made a vice president and director of the new company.

Now, for the period between 1933 and June of 1935, when they came out of bankruptcy, I was in charge of the theater interests of Paramount under the direction of the trustees in bankruptcy, and after the reorganization I continued to be in charge of Paramount's theater interests until December 1938.

In December 1938 I came to Hollywood to take charge of the studio operations and have been there since.

Mr. McCANN. Who is the president of your company?

Mr. FREEMAN. Mr. Barney Balaban.

Mr. McCANN. Where does he have his office?

Mr. FREEMAN. Paramount Building, New York City.

Mr. McCANN. Do you have any difficulty by reason of absentee lordship of the presidents of these companies in New York City?

Mr. FREEMAN. Well, Paramount's interest is not alone the production of motion pictures. They have the problem of world-wide distribution of pictures, and they have a large interest in theaters throughout the United States and Canada, so that in answering that problem selfishly I would feel he would be of more help here, but in the over-all problem of the company's operations, I think that the center is nearer New York.

Mr. McCANN. May I ask—I am not asking this facetiously or foolishly—may I ask if the fact that the executive heads of the movie industry are in New York City and their interests are world-wide

rather than centered on the production side constitutes one of the causes for the industrial unrest in Hollywood?

Mr. FREEMAN. I could not answer that in a positive way.

Mr. McCANN. Does the final say-so on negotiation of contracts vest in you as the head of the studio out here, or does it vest in the executive head of the company in New York City?

Mr. FREEMAN. The final authority for any decision of the company must vest in the board of directors of Paramount Pictures, Inc., but in all the details and the recommendations as to contracts, I am vested with authority to go ahead and make those for the corporation—but at all times the powers of the board of directors would be above my powers.

Mr. McCANN. In other words, you have to submit that contract when you entered into it—I mean before it is entered into—to your board of directors, which sits in New York City?

Mr. FREEMAN. As a matter of course, I do that. As a matter of operations, they approve the contracts that I have made.

Mr. McCANN. Then there is no genuine limitation upon your authority as the administrative head of Paramount in Los Angeles?

Mr. FREEMAN. I do not consider that I have absolutely uncontrolled authority; no. I am subject to the control of the board.

Mr. McCANN. I was not approaching it from that angle, Mr. Freeman, and I am not trying to embarrass you with your board.

Mr. FREEMAN. You are not.

Mr. McCANN. I was just asking whether or not it was not a fact that the confidence of the board is such in your judgment and your ability that they really ratify any contract which you make involving labor relations without constituting a draw-back to the freedom of your action with labor?

Mr. FREEMAN. That is correct, sir.

Mr. McCANN. Then, from the standpoint of the labor relations in Hollywood, the fact that the president and board of directors may meet in New York does not constitute a hindrance to smooth industrial relations?

Mr. FREEMAN. Insofar as my position is concerned, it does not.

Mr. McCANN. Does the fact that they are away from the city and not in touch with the vital issues involved here subject you to the pressures of the union when you would not be so subjected were they on the ground and conscious of the difficulties of the situation?

Mr. FREEMAN. That is a pretty difficult question for me to answer, Mr. McCann. I don't know whether the same pressure from the unions would not be exerted were they here that is exerted because they are not here.

Mr. McCANN. I don't mean that they would not exert the pressure, but wouldn't you have a little more backbone—wouldn't you have a little more capacity to resist pressure of a union that was unfair—if the board of directors and president were conscious of your problems, if they were on the ground and informed on the facts?

Mr. FREEMAN. I don't know that I can answer that.

Mr. McCANN. You cannot answer that?

Mr. FREEMAN. No, sir; I do not know.

Mr. McCANN. Have you ever recommended to your board of directors that any unreasonable demand of the union should be rejected?

Mr. FREEMAN. I have at times of my own accord recommended to the president that if this was my own business and I was responsible

to only one person to make the decision as such and not involve a lot of other people, that I might take a course of action that was different from the one that was finally decided upon. I realize that in the position that I occupy it is very easy for me to say what I would do if I were alone and it was my own money and my own property involved, whereas, as a representative of thousands of stockholders throughout the country, I have to subordinate my personal feelings as to what might be to their best interest.

Mr. McCANN. I think you have almost answered my query. In other words, there are times in the negotiations with the labor unions that you feel, if it was a matter of your own capital and a matter solely of your own judgment, that you would act differently than you do act where you are the local representative of the board of directors in New York, who have world-wide interests; is that correct?

Mr. FREEMAN. I don't want to say that the board of directors have world-wide interests. I want to say that they represent 40,000 or 50,000 stockholders in our company whose interests I must consider above what I might personally feel in the matter.

Mr. McCANN. Isn't it a fact, Mr. Freeman, as the executive head of a great production company, that your industry has acted with a great deal of cowardice throughout this whole problem?

Mr. FREEMAN. Well, I would not want to say that they have acted with cowardice, because I might not at some point have agreed from a personal angle that the decisions that were made were right, I could not attribute to myself the characteristic of bravery and to the fellow who might not agree with me the characteristic of cowardice.

Mr. McCANN. You are from Georgia, aren't you?

Mr. FREEMAN. I am from Greenville, Ga., Meriwether County; a strict Democrat.

Mr. McCANN. Did you ever know anybody born south of the Mason and Dixon's line that was a coward?

Mr. FREEMAN. Yes, sir.

Mr. McCANN. That is just off the record. I am trying to bring home to you, sir, those that have been—

Mr. FREEMAN. I think that the problem of maintaining a business from day to day, their carrying on the operation in view of all the problems that existed, was the controlling factor in decisions reached, rather than the penalty you might pay or that you would suffer by forcing the closing down of your business in order to win out in a long-range problem.

Mr. McCANN. I think you have answered the question fully in the statement.

Mr. FREEMAN. That is a personal opinion.

Mr. McCANN. Yes. In other words, the decisions have been based upon considerations of fear and considerations of economic disaster rather than upon principles of justice and fair play?

Mr. FREEMAN. Well, I didn't say all the things that you said. I didn't say fear. I think there are many elements that entered into the decisions. I believe the one that was the controlling part in it was that this industry is one that does not have tremendous reserves in dollars to carry on in a long labor fight. It needs the money that is taken in at the theaters from day to day to come to Hollywood to make the pictures, which remains invested for a long period of time before it

can be recovered, and the fact that not only the production companies may be affected, but the theaters themselves, which are the source of supply, could be closed in a labor strike and the inability of many of the companies to stand a long strike because their financial resources would be wiped out, was a determining factor in not taking a positive stand on certain questions that has led step by step to more encroachment of the labor unions into the management field of the business and less control by management of its business. And I think at times there was a question of a great many people employed in the studios who would be out of work, and the employers didn't have any desire to simply cruelly and mercilessly throw 30,000 people out of work. They tried to appease, let us say, and said that today we will do it, but tomorrow something can happen that would be better. Tomorrow it grew worse.

Mr. McCANN. I have been trying to get at the word "appeasement."

Mr. FREEMAN. I am using my own words. I don't say that all the industry would agree with me on that.

Mr. McCANN. I was trying to think of that word. That "appeasement" was the keynote of industry in dealing with labor in this community. Mr. Freeman, you heard the testimony of Mr. Kahane?

Mr. FREEMAN. Yes, sir.

Mr. McCANN. As I recall his testimony, and I have no disposition to misrepresent a fact—if I should say anything you think is incorrect, you please correct me—

Mr. FREEMAN. I have never found Alabama trying to misrepresent anything to Georgia, Mr. McCann.

Mr. McCANN. Thank you. As I understood Mr. Kahane's testimony, when the first friction arose in the 1945 issue, or strike, the conference, to use a broad term, as against a single local, because I don't want to get into details I can't remember, said, "If you don't do so and so, we will strike."

The IATSE said, "If you do do that, we will strike." We are just shortening the circuit of all the negotiations involved.

And the company, fearing the economic power or the capacity of the IATSE, to close down the theaters of this country, and to close down the operations through your cameramen in Hollywood, took the strike from the boys who were less powerful to disrupt your operations, rather than to have kept faith with a contract which they had entered into with the society 5 years before. Is that correct, or is that erroneous?

Mr. FREEMAN. No; I don't think the statement, as you have made it, is a correct statement, as I understood it.

Mr. McCANN. You tell me how you think it was. I am trying to get at the facts. I want to know what you think about it.

Mr. PRICE. You are confusing two strikes.

Mr. McCANN. I am talking about 1945; not 1946.

Off the record.

(Discussion off the record.)

Mr. McCANN. Let's strike that question out entirely. I am told I made a mistake in fact. I don't want to do that.

As I recall the testimony of Mr. Casey—and perhaps Mr. Kahane testified on this same subject—in 1945 there was a strike involving the IATSE and the group which had been chartered or taken into the painters' union that had formerly been a society. At that time there

was a strike which started from the fact that the company would not either substitute the painters in the contract which the society had or declare that contract null and void, because of the fear which companies had of the IATSE strike. Is that correct?

Mr. FREEMAN. I think at that point, Mr. McCann, the position of the employers was that there were steps that were being taken before the National Labor Relations Board, and decisions hadn't been final. It was pending those decisions that the strike was called by local 1421.

The producers—I think the case was in Washington at the time—the only thing the producers had not done was to take the decision of a fellow by the name of Tongue, who was the arbitrator appointed by the War Labor Board, and they appealed from it.

Mr. McCANN. Just a minute right there, sir. Isn't it a fact you had a contract with this society that, in the event they became identified with some other union, you would either substitute that union in the contract or that you would declare the contract existing with the society null and void?

Mr. FREEMAN. There was a contract with the society in existence carrying that clause; yes.

Mr. McCANN. You didn't do either one?

Mr. FREEMAN. No; we didn't do either one because at the time that was taken up and the demand was made by 1421 that they be substituted as the bargaining agent there were many things that happened along in there that were pending and we were awaiting decisions on.

Let's say we had a strike, I think, by 1421 in October 1944, which lasted only 4 or 5 days. They went back to work, as I recall it, at the request of the War Labor Board—the set decorators did.

There were so many things happening in between that the producers didn't have the slightest idea what was happening to the employer. We were trying to find decisions and get decisions that would help us know where we stood. We did not cancel the contract. Whether if we had canceled it there would have been an action by the Conference of Studio Unions, I don't know. Whether if we had canceled it or substituted local 1421 as bargaining—I am sure there would have been action by the IATSE, because we were told that.

Mr. McCANN. All right. You heard me read excerpts from the address of Mr. Walsh at the Chicago convention of the IATSE, where he gave a narrative of what had taken place when they had a strike in 1933, and they lost all of their membership in the movie colony, except about 200.

Mr. FREEMAN. Yes.

Mr. McCANN. And then how they had started a strike of the theaters in Chicago and forced the movie people to give back their positions in Hollywood, and their jurisdiction over certain labor activities here. Was that accurate? Was that correct?

Mr. FREEMAN. I wasn't here, Mr. McCann, in 1933.

Mr. McCANN. Do you know from your personal knowledge that that statement of Mr. Walsh is substantially correct?

Mr. FREEMAN. No; I wasn't here. I had no connection with the industry.

Mr. McCANN. It is obvious from the statement Mr. Walsh made to that convention that at the time the IATSE did go on a strike in Hollywood it was very disastrous to them.

Mr. FREEMAN. That is the first time I ever heard the statement or knew anything about it. It seemed he did feel some disaster had occurred here. I didn't have any knowledge of the statement until you read it.

Mr. McCANN. Do you have any personal opinion with respect to what would have taken place in 1945 had the companies substituted in the contract of the society the painters' union which they had joined as a bargaining agent?

Mr. FREEMAN. I have a very strong personal opinion.

Mr. McCANN. What do you think?

Mr. FREEMAN. I think IATSE would have immediately taken and used any economic pressure they had against the studios. That might have included—and I believe it would have included—the theaters.

Mr. McCANN. In other words, you think the theaters of the country would have been shut down by IATSE?

Mr. FREEMAN. I think so; yes, sir.

Mr. McCANN. Now, in 1946, when the issue arose there, and the battle again came up as to the carpenters and the IATSE performing certain functions which I don't attempt—

Mr. FREEMAN. You are talking about October?

Mr. McCANN. Yes; October 1946. You had a threat from the carpenters which, as I remember, was something like this: "You must yield to our demand by 6 o'clock in the morning, or else."

Mr. FREEMAN. It wasn't a threat. It was a definite demand and ultimatum.

Mr. McCANN. Then in 1946, at the same time that you had the ultimatum from the—

Mr. FREEMAN. International vice president of the carpenters' union, Mr. Cambiano.

Mr. McCANN. You had a definite threat from IATSE that you yielded to—that they would take action?

Mr. FREEMAN. Not a definite threat. We had a definite statement.

Mr. McCANN. A definite statement. Fine. I like your better words. I favor them there. A statement from them. And you think they would have done it?

Mr. FREEMAN. I certainly do.

Mr. McCANN. What was the statement that they made?

Mr. FREEMAN. That if we accepted the so-called—what do you call that second directive—

A VOICE. Clarification.

Mr. FREEMAN. Clarification that the IATSE would immediately take economic action against the studios.

Mr. McCANN. Now, the company had to choose between the two, didn't it?

Mr. FREEMAN. Well; they did choose between the two, and they had to, I think, in order to keep the studios open.

Mr. McCANN. Yes. And the issue with the companies was which group could do them the greater harm, was it not?

Mr. FREEMAN. Let me say this, Mr. McCann: At that point I think the producers in Hollywood had become worn threadbare by all of the problems that existed—by all of the conflict that was going on between unions—that they were ready to shut down the studios. That is my opinion, and I think that their position was to any of those threatening them, "Go ahead. We are tired. We are worn out."

There is no way ever to settle all of these conflicts that are existing."

It made no difference what you did. You went home and the next morning you had another threat. If you went out to try to play a game of golf, you can rest assured there would be work stoppage on the studios, because—in one instance with us it was a water bottle.

Mr. McCANN. Tell us about the water bottle. I would like to hear about it.

Mr. FREEMAN. The water bottle was empty on the set and one fellow started to put the filled water bottle into the empty stand. They called a stoppage because he didn't have jurisdiction over the water bottle.

They had to send out for a laborer somewhere way out on the back lot for the laborer to put in the water bottle. They were all thirsty and couldn't work until they got a drink, so the laborer had to put the water bottle in the empty stand.

Mr. McCANN. Don't you think it is about time they stopped such foolishness?

Mr. FREEMAN. Yes.

Mr. McCANN. Why didn't management come into a situation like that and fire everybody that was involved in the water bottle?

Mr. FREEMAN. That is not easy, under the law, for the fellow now charged with all the things you are guilty of. You are guilty of every crime in the world if you do anything to take charge of your business. Management has lost complete control of the operation of its business or its ability to do the things you talk about, under the conditions on which it had to operate during the past years.

I no longer have any control of the business that I am supposed to operate. When foremen joined unions, they were management's representatives, and they became subservient to the union council. They no longer could speak for management. The foreman is your first point of contact with your men. I think laboring men recognize that. I think men working down underneath them believe that.

Mr. KEARNS. Mr. Freeman, would you be willing to modify your statement there regarding foremen? You would have no objection if foremen were organized merely as a group of men, as long as they didn't belong to the same organization as the men working under them.

Mr. FREEMAN. I don't think I have a right to say that I would object to any group of workingmen organizing to better their working conditions. I would favor that. How far up I carry that, as part of management—I don't think that management, as such, or people who are a part of management, should organize into unions. I don't feel that.

Mr. McCANN. Under the present system there is just as much right for the vice presidents to form a union and make requirements as you feel the foremen have, isn't there?

Mr. FREEMAN. I think foremen are an integral part of management, and I believe that whatever the duties—my duties, as vice president, in the job I occupy, that relatively the foreman has exactly the same responsibility. I say relatively, in his job.

Today—and I say this again because I think that it is an evil that has crept up on us and crept up on labor itself—your studios are filled with stewards. Every group of men has a steward. The function of a steward in the beginning was possibly a proper function. That has grown and grown to where today his primary function is to report

to the union any violation of any kind by management, if the steward happens to think it is such, or if he finds men that are maybe working a little too hard, to tell them, "Boys, don't go so fast. This is not necessary."

I have checked stewards, and I do not identify the men because I didn't know them, and I didn't want to know them, on the Paramount lot who were on our pay roll, drawing their salary, for as much as an hour and 40 minutes at one time—and I wasted my time, too—talking to men who were working, and not only not working themselves, but the men they were talking to were taken from their work.

What information they were gathering, what they were reporting back, I don't know. But I say that it is the same thing that Mr. Manix talked on yesterday. And today your lot is full of stewards that are supposed to be workers, but they are not working.

Mr. McCANN. Is it true that you have about three or four times more people on the movie lots than you need to do the job?

Mr. FREEMAN. Under the contracts with the unions, as they are made, due to all of the multiplication of jurisdictional questions, you have to have those men to make the pictures. If you could eliminate the jurisdictional lines, and you could have a man work all day, you could do with a great many less men than are required to operate a studio today.

Mr. McCANN. Don't you think that that is a problem for legislation that should be properly presented in the way of a recommendation to the Committee on Education and Labor?

Mr. FREEMAN. I don't know whether the question of jurisdiction itself is one which is a legislative matter. I think it is primarily a matter that the workers themselves should work out. I seriously doubt they will ever do it.

One of the greatest problems in our industry, and one with which I have a great deal of sympathy, is our inability to give continuity of employment to our men. I don't like to have a man working for me that doesn't know at 5 o'clock in the afternoon whether he is going to have a job the next morning or not. I don't like it. He has to go home, he has his problems of living, he has his family, and when he leaves he doesn't know whether he has a job the next day or not.

But the minute you say to that man, "I will give you a job, provided I can work you the way I want the work done," he says, "No; because I could only do one certain thing and nothing else."

It destroys the very thing that labor wants and the thing, I think, management would like to give. We have men that report to us to work on 8-hour and 6-hour calls daily that don't work an average of 1 hour a day. That is because the job they have to do can be finished in an hour, and there is nothing else they can do.

Mr. McCANN. In other words, if you could use a man in a half dozen different ways, you could keep that man employed on an 8-hour day and he would have permanent employment with your industry, but where you have so many jurisdictional delineations and fine lines drawn, you have to have a multitude of people who are not permanently employed, they are only employed from day to day because you have to call from a certain group some men to do a specific task and from another group another man to do another task; is that right?

Mr. FREEMAN. That is correct, sir.

Mr. McCANN. Can't that be corrected by contracts with your unions?

Mr. FREEMAN. No, sir.

Mr. McCANN. Can't that be corrected by legislation?

Mr. FREEMAN. That I don't know.

Mr. McCANN. You don't know?

Mr. FREEMAN. No, sir.

Mr. McCANN. Can't this business of having a steward stand up and talk to a group of people for an hour and 40 minutes and keep them from working—can't he be fired under the law?

Mr. FREEMAN. You don't understand the seniority clause in all union contracts. You can only fire that man if he is incompetent or drunk, or anything else. You have agreed by contract that the steward is a rightful employee—he belongs there.

Mr. McCANN. Right there. Why shouldn't you change the contract and make a condition of employment that a man should work and not interfere with the employment of others?

Mr. FREEMAN. I think maybe unions would agree to that, in many instances. That doesn't stop the fact they do do it.

Mr. McCANN. I have heard a steward sometimes walks around a plant and looks at people's hands, to see if they are dirty—if they have done any work. Does that happen in your industry?

Mr. FREEMAN. I seriously doubt that, and I would imagine it is erroneous.

Mr. McCANN. We were told that in the Allis-Chalmers plant the steward walked around and looked at a foreman's hands to see if they were dirty from doing any work.

Mr. FREEMAN. There is very little type of work in our business that the men get their hands dirtied, Mr. McCann.

Mr. McCANN. Have you any practical suggestions or recommendations—and I present this to you as one of the leaders of the industry—to make to this committee with respect to what we can do to help you solve your problems and restore a sound economy to the moving-picture industry?

Mr. FREEMAN. I don't think our problems are any different from the problems of industry, as a whole, throughout the country, in the questions that have grown with the power of labor unions and with the leaders of labor unions.

I told you I was from Meriwether County, Ga. Down there, where I was raised, a man had a right to work for a living and nobody had a right to tell him he couldn't. And if anybody had, there would have been trouble. There wouldn't have been any appearance before any national labor board.

Now, I believe that the right of man to earn his living in this country is given to him by the Constitution of the United States and by the Bill of Rights. Any power that superimposes itself between that, by whatever method it is accomplished, and denies him that right, I am against it and opposed to it, and I think it ought to be controlled by legislation.

Mr. McCANN. Thank you, sir. Anything else on the subject?

Mr. FREEMAN. I mean, that is the principle, and I stand for it.

Mr. McCANN. A question by Mr. Cobb. I do not believe any unfair labor practice by either management or labor—upon that statement

do you not think a return to good will and fair dealing is the greatest need in Hollywood?

Mr. FREEMAN. Mr. Cobb is from Athens, Ga., and he is a University of Georgia man and I am a Georgia Tech man. I am always a little skeptical when a University of Georgia man asks me a question. I don't understand it, Mr. Cobb.

Mr. McCANN. Mr. Chairman, I would like to let Mr. Cobb read it. I don't get the meaning.

Mr. COBB. I made the statement, Mr. Freeman, my fellow Georgian—

Mr. FREEMAN. I want you to know we are on opposite sides. In Georgia he comes from the University of Georgia and I come from Georgia Tech.

Mr. COBB. I want to know—I am going to make a Christian out of my friend, even if I have to take him back to the University of Georgia to do it.

Mr. FREEMAN. All right, sir.

Mr. COBB. Upon my statement that I do not believe in any unfair labor practice by either management or labor, I ask this question: Do you not think that a return to good will and fair dealing between the companies and the various elements of labor is the greatest need in Hollywood?

Mr. FREEMAN. I do not understand your asking me to subscribe to your statement that a return to fair dealings and—what?

Mr. COBB. Good will.

Mr. FREEMAN. I don't know just what you mean by that, Mr. Cobb. As an employer of men I am not interested in what union they belong to. I never had any trouble working with men until I came to Hollywood. And then only because a barrier, I think, was thrown between the management and the men that worked for them through top labor representatives to where you were not permitted to talk to your men or discuss their common problems with them in any way.

When you say do I believe a return to fair dealing and good will is the thing necessary in Hollywood, I would hope that in Hollywood and in all other industry fair dealing and good will could be maintained between labor and management.

Mr. McCANN. Do you know Mr. W. L. Hutcheson?

Mr. FREEMAN. No, sir. I have seen him once and that was in the executive council meeting at Miami, Fla.

Mr. McCANN. Did your company accept the July 2, 1946, agreement?

Mr. FREEMAN. With various unions? You are referring to—

Mr. McCANN. The treaty of Beverly Hills.

Mr. FREEMAN. Yes.

Mr. McCANN. You did?

Mr. FREEMAN. Yes.

Mr. McCANN. Did your company put the carpenters back to work under the terms of the Beverly Hills agreement?

Mr. FREEMAN. Well, yes; the carpenters were working under the directive that had been issued as of December 26, and it happened because of the situation that arose there was a short strike, I think, of 1 or 2 days there. Under the treaty of Beverly Hills, they went back to work the next day.

Mr. McCANN. You believe in observing collective-bargaining contracts with labor?

Mr. FREEMAN. I don't understand your question.

Mr. McCANN. The question is: Do you believe in observing collective-bargaining contracts with labor?

Mr. FREEMAN. If I make a contract with labor, I believe in observing it, and I think that labor should.

Mr. McCANN. Do you believe in arbitration to settle differences between the picture companies and the carpenters?

Mr. FREEMAN. I definitely believe that the arbitration to settle those difficulties would be the right thing, so long as the principle of arbitration doesn't cut the body of management up any further and doesn't superimpose "featherbedding," or jobs that are not required. In other words, insofar as I am concerned, I believe that labor unions themselves, through proper arbitration machinery, could settle these difficulties, but at the same time I think and feel that management has a place there; they have no right to be simply cut up again, because the union settled among themselves and divided the body of management.

Mr. McCANN. After the companies decided against the carpenters and for the IA, state what action was taken in your company. I assume that refers to October 1946, when you had as you have stated, the mandate from the carpenters and you had the definite statement from the IA what they would do.

Now, the question is: State the action taken by your company.

Mr. LUDDY. That was in September?

Mr. McCANN. September 1946.

Mr. FREEMAN. After the ultimatum handed to the producers by the carpenters' representative, Mr. Cambiano, in which he stated that all sets that were being worked on on the stages by the so-called set erectors would, at 6 o'clock the next morning, be declared "hot," and that the carpenters would refuse to do the mill- and trim-work on them, those carpenters who were working on stage work, when they refused the next day to go on, they were asked to leave the lot.

Mr. McCANN. When they refused to work on the—

Mr. FREEMAN. So-called hot sets.

Mr. McCANN. On the hot sets?

Mr. FREEMAN. The jobs that they were doing.

Mr. McCANN. They were asked to leave the lot by whom?

Mr. FREEMAN. By the studio managers.

Mr. McCANN. By the studio managers, through their duly appointed representatives?

Mr. FREEMAN. Correct, sir. I don't mean that the managers personally asked them, but they instructed the foreman in charge, or the supervisors in charge.

Mr. McCANN. These questions that have preceded your coming in, Mr. Reporter, have come from Mr. Cobb. You will notice where they start and that is the end of Mr. Cobb's questions.

Now, I have a question from Mr. Luddy: What was the purpose of the Miami meeting?

Mr. FREEMAN. After the three-man directive had been issued, as you already understand, certain work that was then being done by the carpenters—that is, the erection of sets on stages—was given to the IATSE under the three-man directive.

The directive was not put into operation immediately, because it had to be studied—we had to try to understand what it meant as clearly as we could—and the carpenters had taken the position that they did not agree with the provision of the directive that the work was to be assigned to the set erectors.

We could not get any affirmative statement from the head of the carpenters' union, Mr. Hutcheson. We had to put the directive into effect. We didn't want any more work stoppages if we could help it. So in order to be sure that we were correct in understanding that that was final and binding on all parties, a group of men representing the producers flew to Miami to meet with the executive council of the American Federation of Labor.

Mr. McCANN. Who was in that group?

Mr. FREEMAN. Mr. Kahane, Mr. Mannix, Mr. Benjamin, I was there. Mr. Eric Johnston met us there. There might have been some other members of our group, but I don't recall right now. We did go before the council and we were told that the directive was to be put into full force and effect and that it meant just what it said, and I think that that is clearly shown by the statement made in the Miami papers that afternoon or the following morning by Mr. William Green, president of the American Federation of Labor.

Mr. McCANN. Was Mr. Hutcheson present at that meeting?

Mr. FREEMAN. He was in the executive council of the American Federation of Labor.

Mr. McCANN. He was present when this directive was given to you?

Mr. FREEMAN. To go ahead and put it into effect?

Mr. McCANN. Yes.

Mr. FREEMAN. He was in the meeting; yes.

Mr. McCANN. Did he protest it?

Mr. FREEMAN. Not in our presence.

Mr. McCANN. Then you came back to Hollywood and endeavored to put into effect the directive of the three-man committee?

Mr. FREEMAN. Correct.

Mr. McCANN. That answers your question.

Now, there is a question submitted by Father Dunne that I would like to ask at this time, Mr. Chairman. Since September 1940 the Inter-Faith Council, a committee from the Catholic clergy and individuals, have proposed specific arbitration as a method of settling matters of jurisdiction. The CSU have accepted those proposals. Has the producers' association accepted?

Mr. FREEMAN. I don't know what their proposals on arbitration are. The producers have accepted no proposals of arbitration, because the final arbitration agreement as drawn up and agreed to between the unions or among the unions has never been presented to the producers, and the producers have always taken one position, that we will not accept arbitration agreements signed by the locals unless they bear the unqualified approval of the presidents of their international, because we know that the international presidents can, any time they wish, tell the locals what they shall or shall not do. That has been our experience. So when it comes to the question—and one of the flies in the ointment in that has been the inability of the carpenters to get their international president to agree for, the international to be bound by the arbitration agreement. The local, as I understand, has been willing to say they would arbitrate.

Mr. McCANN. Now, has the IATSE indicated that they were willing to arbitrate?

Mr. FREEMAN. I don't think that they have ever agreed on all the principles. It has been discussed among the unions, and the union members can answer that better than I can, because they have had many meetings on it, particularly by the Screen Actors' Guild—they spent weeks and weeks trying to bring that about, and I think you can get it much clearer from them.

Mr. McCANN. We will certainly attempt to get it from them.

Mr. Freeman, I want to say that I appreciate the frankness of your statements and I believe you have tried to meet us half way.

Mr. FREEMAN. I tried to meet you all the way.

Mr. McCANN. I mean all the way, then. Now, we want you to be able to go and take care of any business that is pressing—

Mr. KEARNS. I have some questions I want to ask.

Mr. McCANN. May I just finish this, Mr. Chairman, and you may proceed with the questions.

Mr. KEARNS. All right.

Mr. McCANN. We want you, of course, to be available for further testimony, but you are excused for now, so that you may go ahead and transact your business.

Mr. FREEMAN. I will be in the studio, subject to call, and I can be here at any minute.

Mr. KEARNS. Regarding this statement on the foreman at the studios here, you say the foreman should be part of management. Do they treat the foremen like they were part of management by any consideration in salary or were they just another fellow there working?

Mr. FREEMAN. Oh, Mr. Chairman, I don't attribute all of the evils that have crept into this to labor alone. I think we have been guilty of many of the crimes, and I don't think we recognize, and I don't think business in the past has recognized, its obligation in that respect. I think they have been just as guilty of bringing about the present situation as anyone else. Now, this goes back many, many years, and I think all of the studios were weak in that situation. We didn't recognize them. Maybe we forced them into the unions at times.

Mr. KEARNS. I am glad to hear you say that. Up in Detroit they have 5,000 foremen in the General Electric plant, and I remember the management complained there very, very much because they joined the unions.

Mr. FREEMAN. I am speaking only of Hollywood.

Mr. KEARNS. But when they got to the spot where the men down in the plant were laughing at this foreman because they were making more than the foreman, and were not working nearly the hours, you could not blame them for organizing, if management did not recognize their contribution.

Mr. FREEMAN. I am not condoning the mistakes of management in the slightest.

Mr. KEARNS. You know under the provisions of the new law we now have collective bargaining.

Mr. FREEMAN. I don't understand.

Mr. KEARNS. Collective bargaining is permitted under the new act.

Mr. FREEMAN. Yes, sir.

Mr. KEARNS. Have the studios here ever been guilty of what we call pattern bargaining—in other words, do all the studios here in

Hollywood have to accept the terms of wage agreements set by the larger studios?

Mr. FREEMAN. Do they have to accept?

Mr. KEARNS. Yes.

Mr. FREEMAN. I don't know that they have to accept.

Mr. KEARNS. Well, if they want to stay in business they have to pay the same salaries, certainly.

Mr. FREEMAN. Yes; I think that it just happens that if the union obtains conditions from a major unit in bargaining, that they certainly take advantage of that to get the same conditions from the next person bargained with. I want to say at times we have had to meet the conditions that the so-called independents have made for us, the smaller studios. The unions have presented it and said, "We have already gotten this." It has been just a little strategy.

Mr. KEARNS. But if some little fellow happened to kick in and give so much more an hour, you don't think the union heads would hold up for that, if they knew that the men in their unions were going to be out of employment?

Mr. FREEMAN. Well, I hardly know.

Mr. KEARNS. I see that throughout the country, Mr. Freeman.

Mr. FREEMAN. I will say in answering that we have had presented to us many times conditions and hours and other things that have been obtained, the strategy being to say that "Those fellows gave us this; now you give us this"; or else we were told, "You give us this, and later if we don't get it from the majors, we will come back and adjust it accordingly." I mean that is the strategy of the union leaders, to work that way, and I have no quarrel with that.

Mr. KEARNS. I am against pattern bargaining regardless of what industry it is. I resent that Phil Murray, for instance, and Mr. Farrell sit down at the Waldorf-Astoria in New York City and set the wage pattern for the steel industry and then all the steel fabricators and steel makers in America have to meet that. That is wrong. There isn't any collective bargaining in that kind of business. They will put the little fellow out of business, and I don't think that America should put the little fellow out of business. We have to consider him.

Mr. FREEMAN. I don't quite understand. You wouldn't mean that they would prevent me from sitting down and negotiating in dealing with the union and making the deal with them as such in a collective-bargaining deal. The fact that there is some other fellow on the other side who runs a business who may not be in the same comparable position as myself, whether he has to deal with the union on the same terms or not is a matter between him and the union. Who is going to set the pattern, Mr. Chairman? I mean, if the carpenters come to me and say, "We want to make a deal with you," I have got to bargain with them, under the law. I have no choice.

Mr. KEARNS. Do you bargain individually or as a group of studios?

Mr. FREEMAN. We sit there representing the individual studios and bargain, because we all have the same common problem here. The man who works for Metro today may be working for Paramount tomorrow.

Mr. KEARNS. Are there independents in the group, too?

Mr. FREEMAN. Do they sit with us?

Mr. KEARNS. Yes.

Mr. FREEMAN. Not at all times, no; because they don't care to. They want to handle their own problems. In this last case of dealing with the Screen Actors Guild, it seems to me we have negotiated over the past 5 years, but I think it was just in the last 90 days that all groups of the industry have sat down and discussed it.

Mr. KEARNS. Then you have rather disintegrated bargaining here?

Mr. FREEMAN. Yes; we don't bargain jointly with the independents. We want the independents to decide their own problems. They have their own group who sit down with the various representatives of the unions and make their own deals. Whether they take the deal we have made or whether they take it in the year following is purely a matter between the unions and them. We don't tell them what they should do.

As I told you, there have been plenty of times when the union representatives have gone in and made deals with the smaller group of producers first, because I believe their strategy was that they would have a better chance maybe to get a little better condition there, and then they could come and say to the larger studios, "Here is what we have got and here is what we expect you to do." I mean I don't quarrel with that. They have a right to do that, and if we are suckers enough to go ahead and walk into the trap and they are smart enough to put us there, I don't quarrel with that.

Mr. KEARNS. Mr. Freeman, you don't have any particular quarrel with the local labor unions here; if you could just have the privilege of getting along with them, do you think there would be much difficulty?

Mr. FREEMAN. Mr. Chairman, you will never get me, with what I have been through in the past 5 years, to admit that as long as the power of almost life and death over men rests in one or more men in a group—that is, by the power of life and death I mean the power to work in that field in which he is a craftsman—and if by any order, without even knowing why, maybe, he can be denied that right, we can deal with it at the local level, but if the deal goes higher—

Mr. KEARNS. Would you feel that these men here, down at Hollywood, if they were free to deal with you, and free in that their word was the last word for the union, for the fellows living here, you could get along and could get together?

Mr. FREEMAN. I don't know. I can't answer that. I could get along with them, but whether the fellow who lives on the right-hand side of the street, who is a carpenter, and the fellow who lives on the left-hand side of the street and is a lamp operator, both earning a living in this industry, can get along, I don't know. I don't see why they shouldn't. It should be necessary for them to do it, because they are both Americans and they are both working in the same field, and I don't see why men, as I have seen in the past years, should be fighting and doing everything they can to destroy one another.

I have seen women in the picket lines, when people would come through, using epithets that I never knew a woman could express or could use until I came to Hollywood and found that situation. I tell you, it just shakes you from the bottom right on up.

Now, why they are doing it or what causes it—I believe that that total power that rests in the hands of a few men to say to a great group of people who work, "You are out of a job Monday morning. You are on the streets. You are walking the streets," should be taken away

from them and given back to the men, and when management and men have a right to talk to each other and discuss it, I think you could eliminate a lot of the trouble, and as long as you leave the power rest in the hands of a few who are fighting for power, in my opinion, in that fight for power, you are never going to control these questions at the local level.

Mr. KEARNS. Now, we have heard about the trip to Cincinnati for the Cincinnati agreement, and the trip to Miami for the Miami agreement. In other words, you had to leave Hollywood to negotiate whether you were going to work in Hollywood or not; is that correct?

Mr. FREEMAN. That is correct, sir.

Mr. KEARNS. So, then, it goes back to the established precedent that we have had throughout the Nation, that we have powers from above here in labor that are calling the signals, and the men on the job that are working, or their representatives, have nothing to say.

Mr. FREEMAN. That is my judgment; that is my opinion.

Mr. KEARNS. All right, I want that especially, because we have found that all over the country.

Now, one more question: Does Paramount have any contemplated building program of construction for the future—permanent construction?

Mr. FREEMAN. Yes, sir.

Mr. KEARNS. Have you, at any time during the war period, although you knew you could not build, probably made plans or submitted blueprints for costs of construction of various units?

Mr. FREEMAN. We have had plans that contemplated the improvement and the rebuilding of certain parts of our present lot, and we have asked various contractors to bid on them, and they would not undertake to do the work.

Mr. KEARNS. Why wouldn't they?

Mr. FREEMAN. Because there was a strike.

Mr. KEARNS. You mean that the contractors would not bid on it because they couldn't get the skilled carpenters to do the work?

Mr. FREEMAN. I would take that for granted. I don't say that they made that statement. I just said, because of this strike and the situation that existed, they just didn't care to bid.

Mr. KEARNS. You think that would tie up with Mr. Casey's statement made by Mr. Hutcheson when he said that he would let him know right now that when they wanted to do some building—

Mr. FREEMAN. I never heard Mr. Hutcheson make that statement.

Mr. KEARNS. You didn't?

Mr. FREEMAN. No; I have never talked to Mr. Hutcheson in my life.

Mr. KEARNS. I said Mr. Casey.

Mr. FREEMAN. I heard Mr. Casey say that. If you are asking me if I believe what Mr. Casey said, I tell you I believe that 100 percent, and if he didn't state it, I still would believe it.

Mr. KEARNS. Do you think that that is a very good condition, when an industry that represents the potential building possibilities that the movie industry does, and could give the employment that it could, should be stopped in that manner?

Mr. FREEMAN. I certainly do not, sir.

Mr. KEARNS. Do you have any correspondence or notice to the effect that you cannot build on the studio lot?

Mr. FREEMAN. I don't know that there is any correspondence. I think that Mr. Dorn, who was on the Paramount lot during this period as the man in charge of that situation, can give you more of a picture of that than I can, because it was handled through him.

Mr. KEARNS. Do you have any further questions, Mr. Counsel?

Mr. McCANN. No; I have no further questions.

Mr. COBB. Mr. Chairman, I made a facetious remark to Mr. Freeman, and intended it in all kindness. It might not read right in print. May I state for the record that I hold Mr. Freeman in very high esteem, and that I personally wish to thank him for his candor and frankness as a witness.

Mr. FREEMAN. Thank you, Mr. Cobb.

Mr. McCANN. Mr. Chairman, may he be excused subject to call? I want to say for the record, Mr. Chairman, before the crowd begins to scatter, that this afternoon is going to be very largely made up of the reading of correspondence and telegrams from various union leaders to Mr. Casey. I thought that might keep some here from coming, and we might have more room.

Mr. KEARNS. Adjourned to 2 o'clock.

(Whereupon, at 12 noon, a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Casey, will you take the stand.

TESTIMONY OF PAT CASEY—Recalled

Mr. McCANN. Mr. Casey, I would like to ask you if this file, consisting of letters and and telegrams, is composed of true copies of the correspondence which you have had with the officials enumerated therein and if they are accurate carbons and accurate copies of the originals received by you?

Mr. CASEY. Yes, sir.

Mr. McCANN. We will proceed to read this record.

OCTOBER 6, 1944.

Mr. RICHARD F. WALSH,

Hollywood-Roosevelt Hotel

Hollywood, Calif.

MY DEAR RICHARD: Herewith enclosed please find a copy of the wire sent to Mr. Lindelof yesterday and a copy of his reply. Kindest regards.

Sincerely yours,

PAT CASEY,
Chairman, Producers' Committee.

Enclosures.

PC/h

Mr. McCANN. Attached to that letter are the following communications:

Copy of telegram as follows:

LA FAYETTE, IND.

PAT CASEY,

Chairman, Motion Picture Producers Committee,

Hollywood, Calif.:

Have wired Herb Sorrell requesting full particulars regarding strike per lengthy telegram received today, signed by Columbia, Paramount, Republic, Twentieth Century, Universal, and RKO Radio Pictures, Inc. According to telegram, controversy arose over jurisdictional dispute between local 1421 and

theatrical stage employees as to who should be the bargaining agents. As local 1421 is an affiliate of the Brotherhood of Painters, and as the members thereof are engaged in interior decorating, there can be no question but what the Brotherhood of Painters is the bargaining agent for members of this local union. Am holding telegram in abeyance awaiting Sorrell's reply.

L. P. LINDELOF,
President, Brotherhood of Painters.

[Western Union night letter]

OCTOBER 5, 1944.

L. P. LINDELOF,

General President, Painters International, La Fayette, Ind.:

Under date of September 1, 1942, and May 3, 1942, contracts were entered into respectively between locals Nos. 644 and 1421 of the International Brotherhood of Painters, Decorators and Paperhangers of America and certain motion-picture producers, including Loew's, Inc., for Metro-Goldwyn-Mayer Studio.

Your local No. 1421 has heretofore demanded that the studios negotiate through it for the terms and conditions of employment of interior decorators in the motion-picture industry.

On the other hand, the International Association of Theatrical Stage Employees, which, like your union, is an affiliate of the American Federation of Labor, has notified the studios that it, and not local No. 1421, is the proper bargaining agent for such employees.

In view of the conflict between these several American Federation of Labor unions, the studios notified local No. 1421 that they would negotiate with it on condition that it be certified by the National Labor Relations Board as a proper bargaining agent for these employees.

Local No. 1421 had heretofore filed its petition before the National Labor Relations Board, asking that it be designated as the bargaining agent for these employees. The IATSE intervened in that proceeding and asked that it be designated. Subsequently, local No. 1421 withdrew its request for such certification and there is now no designation or proceeding for designation of such proper bargaining agency.

At noon today, Herbert Sorrell, business representative of local No. 644, instructed the painters, machinists, scenic artists, and interior decorators employed at the Metro-Goldwyn-Mayer Studio to inform that studio that they were "taking a vacation" and these employees left their employment before the end of their daily shift.

The undersigned are signatories to contracts similar to that entered into by Loew's, Inc., with your locals. We are informed that like work stoppages and strikes are about to be inaugurated against the other motion-picture studios in Hollywood.

You are, of course, aware of the "no strike" pledge of your organization, as well as the pledge against lock-outs made by the employees and employers on December 17, 1941, to the President of the United States.

You are aware, too, that these studios are each actively engaged in furthering the war effort, both by the making of training films as well as by furnishing films for the maintenance of the morale of our armed forces throughout the world.

In the jurisdictional dispute created by the conflicting claims of these several American Federation of Labor unions, the undersigned have no remedy except an appeal to the fairness and patriotism of your organization. We assume that the action of the local union has been taken without your knowledge or sanction and ask that you confirm this fact to us. We also request that you instruct the unions involved to terminate the strike in which they are now engaged and that in the event they fail to do so you take steps to furnish us with members of other unions under your jurisdiction to carry on studio work.

In order that this jurisdictional quarrel shall not create widespread unemployment and hardship and halt the production of motion pictures, we urge your immediate response and action. Kindly address your reply to Pat Casey, chairman, Motion Picture Producers Committee, 5504 Hollywood Blvd., Hollywood, Calif.

Columbia Pictures Corp.; Samuel Goldwyn, Inc., Ltd.; Loew's, Inc.; Paramount Pictures, Inc.; RKO-Radio Pictures, Inc.; Republic Pictures Corp.; 20th Century-Fox Film Corp.; Universal Pictures Co., Inc.; Warner Bros. Pictures, Inc.

Mr. McCANN. We will now read correspondence between Mr. Casey and Mr. Hutcheson.

FEBRUARY 9, 1945.

MR. WILLIAM L. HUTCHESON,
Carpenters' Home, Lakeland, Fla.

MY DEAR BILL: I want to bring you up to date on what the conditions are around here so that if your boys start phoning you, you will know what the hell it is all about.

We have had quite a little controversy regarding some set dressers who call themselves interior decorators, to whom the painters gave a charter. The IA claim jurisdiction over them, as they say they are actually propmen foremen. They went before the NLRB for certification, my advice to them being that, if they were certified, I would negotiate with whomever the board certified. Then the IA intervened and got into an argument with them. Then they withdrew their application before the board; and one day they went out on strike. Then the War Labor Board stepped in and said that if the thing was put in their hands they would get quick action and straighten it out. That was way back last October. About the time it got to the War Labor Board in Washington, early in November, they referred it to Bill Green, as it was a jurisdictional dispute between two A. F. of L. unions. You know how far he could go. Then Lindelof, of the Painters; Walsh, of the IA; and Green, got together. Lindelof was willing to accept a decision from Green. Walsh would not. Lindelof suggested that they go to the executive board. This Walsh would not agree to do. So, of course, nothing happened at New Orleans.

Subsequently, the interior decorators notified the War Labor Board that, after waiting 3 or 4 months and not getting any action, they had decided to take the matter into their own hands again.

At about this time, Mr. Skelton, representing the carpenters, in conjunction with Mr. Cambiano, called upon Mr. Sorrell and they volunteered their help. I advised Cambiano that before he did anything he should contact you. Later on he advised me that he did contact you and that you had told him to respect an A. F. of L. picket line. And, of course, there was nothing else you could do, if a strike was called.

In the meantime the War Labor Board in Washington arranged to send a man here to arbitrate the case. They appointed a man named Tongue, from up north. Yesterday we started arbitration. The IA took the stand that neither the War Labor Board nor the arbitrator had any right to settle any jurisdictional dispute. So what decision the arbitrator will make, I do not know.

In the meantime, Mr. Cambiano and Mr. Skelton are insisting that in the agreement entered into between the IA and the United Brotherhood on July 9, 1921, in which certain jurisdictional differences were ironed out, they were awarded the operation of all woodworking machinery, in the making of furniture, fixtures, trims, and so forth, for the motion picture studios. Since that time the making of motion pictures has advanced quite a little and the so-called prop making has crept into the business. The practice has been for the prop makers to use the machinery in the mill. This, the carpenters now claim, they have no right to do; and orders have been issued to the stewards in the different mills to the effect that if any so-called prop maker attempts to use the machine, a whistle is blown and the entire membership of the carpenters' union employed in the mill stop work. This sometimes goes on for some 35 or 40 minutes, and sometimes four or five times a day. I have advised the management of the different studios to keep a record of the so-called time consumed by this sit-down strike and to deduct same from their pay-roll checks.

Now as to what action, Mr. Cambiano and Mr. Skelton will take when this money is deducted, your guess is as good as mine. Of course, it may be possible that before that takes place, the interior decorators may have already called a strike, and the carpenters may be respecting the picket line. Of course, you must realize also that a lot of these prop makers carry two cards, one carpenter, and one IATSE. I understand that a letter has been sent out to the members of the brotherhood, advising that they must give up the dual card. Of course, that is a matter between the unions and it is none of my business.

But the one thing that I want to call your attention to is the last clause in the agreement of July 9, 1921, which states as follows:

"Any differences arising as to the interpretation of this agreement, and particularly of section 2 hereof, shall be adjusted by the international presidents of both organizations."

This, of course, refers to the operation of woodworking machinery.

I would appreciate your wiring me as to whether or not the procedure being followed by Mr. Cambiano and Mr. Skelton meets with your approval. Or shall I expect that the Brotherhood of Carpenters will live up to the agreement entered into insofar as referring the differences arising to the respective international presidents?

Sincerely yours,

PAT CASEY,
Chairman, Producers' Committee.

Mr. McCANN. Mr. Casey, that is the first time we have ever heard of the 1921 agreement. Do you have a copy of it?

Mr. CASEY. I think I have.

Mr. McCANN. Will you produce that for the committee?

Mr. CASEY. I will.

Mr. McCANN. We have heard of the 1926 agreement, but this is—

Mr. CASEY. I think I testified, Mr. McCann, there was one in 1921 when Gompers was the president.

Mr. McCANN. I don't recall.

Mr. CASEY. I may not have.

Mr. McCANN. There is a postscript. I didn't see it or I would have read it first.

P. S. I happened to run into our good friend Abe Muir today. He has just arrived back from Florida and tells me that you have been under the weather. I sincerely hope by this time that you have entirely recovered and that you are 100 percent your good self again.

Sincerely.

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA,
Lakeland, Fla., February 17, 1945.

Mr. PAT CASEY,
Hollywood, Calif.

DEAR PAT: This will acknowledge receipt of your communication of February 9th.

I note with particular interest what you say in reference to the controversy over the set dressers who have affiliated with the interior decorators.

Our mutual friend, Herb Sorrell, called me on the telephone some weeks ago in reference to the matter and asked me to contact Bill Green, which I did, but as you state, there was nothing Bill could do in reference to the matter.

Following that, Cambiano and Skelton, representing our organization, were informed that, if the decorators went on strike, our members were to recognize the picket line.

You, Pat, know as well as I that for sometime there has been a contention over prop making, and we representing the brotherhood have contended that the making of props was work that should be done by our members, and the thing has dragged along for a considerable length of time, and I know of no reason why there should not be a final solution to the matter arrived at.

As far as going back to the understanding which you quote as having been entered into in 1921 is concerned, the time for that, in my opinion, has long since passed.

I would suggest that you not deduct anything from the wages due our members, because if you do and they resent it by taking a vacation I shall not interfere in the matter.

Sincerely.

(Signed) Wm. L. HUTCHESON,
General President.

Mr. McCANN. In other words, Mr. Hutcheson tells you if you don't pay these fellows when they sit down and don't work—if they want to strike on account of that—he will support them in it?

Mr. CASEY. Correct.

Mr. McCANN. In other words, Mr. Hutcheson believes an industry should pay men for not working as well as for working?

Mr. CASEY. Evidently, from that letter.

Mr. McCANN. I think that has to be corrected.

Here is a day letter, Mr. Chairman, of March 15, 1945:

[Western Union]

WILLIAM L. HUTCHESON,

*General President, United Brotherhood
of Carpenters and Joiners of America,
Carpenters' Home, Lakeland, Fla.:*

Regarding studio strike situation here in Hollywood, as you are fully aware, the only issue involved is jurisdictional between local 1421 of International Brotherhood of Painters and IATSE, neither of which are signatories to the studio basic agreement. The entire issue involves 75 men, interior decorators.

Lindelof has advised me that he did not authorize a strike and that local took it upon themselves to call this strike, and he has subsequently advised his local that, not having authorization from his international, they should return to work at once.

Teamsters, musicians, laborers, and plasters, who are under basic agreement, have notified their people to go through picket lines and return to work, which they are doing. As this is an authorized strike by any recognized international of the American Federation of Labor, under these conditions we ask that you order all unions signatory to the basic agreement to proceed through picket lines and carry out terms of their contract. Regards.

PAT CASEY,
Chairman, Producers' Committee.

[Western Union]

MARCH 20, 1945.

W.M. L. HUTCHESON,

Carpenters' Home, Lakeland, Fla.:

On March 12 all studio carpenter members of your union failed to report for work and to perform their services and have since persisted in such action. We hereby notify you that unless you immediately order the members of your union to return to work and they so return to work by Monday, March 26, we will be compelled to and will take such action as we deem necessary and proper. Will you please wire us immediately your decision and action in the matter. Regards.

PAT CASEY,
Chairman, Producers' Committee.

(Duplicate telegram sent to Mr. Wm. L. Hutcheson, 222 East Michigan Street, Indianapolis, Ind.)

LAKELAND, FLA., March 21, 1945.

PAT CASEY,

Hollywood, Calif.:

Your wire received. I would appreciate very much your notifying me what action you expect to and will take. Regards.

WILLIAM L. HUTCHESON.

[Straight wire]

MARCH 31, 1945.

WILLIAM L. HUTCHESON,

*Commodore Hotel, New York City, New York, and 222 East Michigan Street,
Indianapolis, Ind.:*

Replying to your wire of March 21, addressed to Pat Casey, if the members of your union persist in refusing to report and perform their services by April 4, we shall be compelled to engage men from other available sources to do the carpentry work required to keep our studios in operation, which we are determined to do.

You are, of course, aware that the strike was declared without the sanction and against the orders of Mr. Lindelof, the international president of the Brother-

hood of Painters; that the War Labor Board has characterized it as a flagrant disregard of the procedure established for the peaceful settlement of labor disputes and has ordered that it be immediately terminated; and that the strike was officially disavowed by William Green, president of the American Federation of Labor who also called upon Mr. Sorrell to terminate the unjustified work stoppage immediately, and that this strike is being carried on in direct violation of the no-strike pledge of the A. F. of L.

You must also be aware that the producers are the victims of a jurisdictional quarrel between various American Federation of Labor unions and that the producers are powerless to settle this dispute.

After the many years of cooperative association with you and your organization, we deeply regret the necessity of such action. However, you leave us no alternative.

Columbia Pictures Corp.; Samuel Goldwyn; Loew's, Inc.; Paramount Pictures, Inc.; RKO-Keith Pictures, Inc.; Republic Productions, Inc.; Twentieth Century-Fox Film Corp.; Universal Pictures Co.; Warner Bros. Pictures, Inc..

INDIANAPOLIS, IND., July 17, 1945.

PAT CASEY,

Hollywood, Calif.:

Recently at a meeting in Chicago an effort was made by international presidents representing members of their organizations who were formerly employees in the studios to reach an understanding in reference to the controversy. The offers made were refused by the IATSE. Therefore, we are notifying you that the general presidents of the following organizations—International Brotherhood of Electrical workers, United Association of Plumbers and Steamfitters, Building Service Employees, Brotherhood of Painters, Decorators, and Paper-hangers, International Association of Machinists, and United Brotherhood of Carpenters and Joiners of America—recognize the strike and stoppage of work as being legal and will support it to the limit.

WILLIAM L. HUTCHESON.

Mr. McCANN. Mr. Chairman, I have a series of summaries which, I think, I will let Mr. Price read, if he will.

Mr. PRICE. This is in the form of a letter addressed to Mr. Thomas Fair Neblett, chairman of the Tenth Regional War Labor Board, San Francisco, dated April 13, 1945.

SUBJECT : CARPENTERS (LOCAL 946) AND ELECTRICIANS (LOCAL 40)

DEAR MR. NEBLETT: As discussed over the telephone this morning, the following are the facts concerning the unions which now have Form 10 applications before your board. Of the 19 applications, the members of two of the unions, i. e., carpenters, local 946, and electricians, local 40, are not reporting for work.

I. Carpenters (local 946)

On March 20, 1945, the following wire was sent by Pat Casey, chairman of the producers' committee, to William L. Hutcheson, president of the United Brotherhood of Carpenters :

"On March 12 all studio carpenter members of your union failed to report for work and to perform their services and have since persisted in such action. We hereby notify you that unless you immediately order the members of your union to return to work and they so return to work by Monday, March 26, we will be compelled to and will take such action as we deem necessary and proper. Will you please wire us immediately your decision and action in the matter? Regards."

To which Mr. Hutcheson replied on March 21, 1945:

"Your wire received. I would appreciate very much you notifying me what action you expect to and will take. Regards."

The employers replied as follows on March 31, 1945:

"Replying to your wire of March 21, addressed to Pat Casey, if the members of your union persist in refusing to report and perform their services by April 4

we shall be compelled to engage men from other available sources to do the carpentry work required to keep our studios in operation, which we are determined to do.

"You are, of course, aware that the strike was declared without the sanction and against the orders of Mr. Lindelof, the international president of the Brotherhood of Painters; that the War Labor Board has characterized it as a flagrant disregard of the procedure established for the peaceful settlement of labor disputes and has ordered that it be immediately terminated; and that the strike was officially disavowed by William Green, president of the American Federation of Labor, who also called upon Mr. Sorrell to terminate the unjustified work stoppage immediately, and that this strike is being carried on in direct violation of the no-strike pledge of the A. F. of L.

"You must also be aware that the producers are the victims of a jurisdictional quarrel between various American Federation of Labor unions and that the producers are powerless to settle this dispute.

"After the many years of cooperative association with you and your organization, we deeply regret the necessity of such action. However, you leave us no alternative."

On April 2, 1945, the employers sent the following wire to local 946 of the United Brotherhood of Carpenters:

"Members of your union have refused to report for work and perform their services since March 12. If the members of your union persist in refusing to report and perform their services by April 4 we shall be compelled to engage men from other available sources to do the carpentry work required to keep our studios in operation which we are determined to do.

"You are, of course, aware that the strike by local 1421 was declared without the sanction and against the orders of Mr. Lindelof, the international president of the Brotherhood of Painters; that the War Labor Board has characterized it as a flagrant disregard of the procedure established for the peaceful settlement of labor disputes and has ordered that it be immediately terminated; and that the strike was officially disavowed by William Green, president of the American Federation of Labor, who also called upon Mr. Sorrell to terminate the unjustified work stoppage immediately; and that this strike is being carried on in direct violation of the no-strike pledge of the American Federation of Labor.

"You must also be aware that the producers are the victims of a jurisdictional quarrel between various American Federation of Labor unions and that the producers are powerless to settle this dispute.

"After the many years of cooperative association with you and your organization, we deeply regret the necessity of such action. However, you leave us no alternative."

On April 4 the carpenters still refused to report for work, and that afternoon each such carpenter was sent the following notice:

"You are hereby notified that your employment is terminated. Such action is taken because of your failure to report for work and perform services in accordance with your obligation so to do."

On April 5, the employers sent international and local 946 the following wire:

"The undersigned producers hereby rescind and terminate the collective-bargaining contracts now in effect between the undersigned producers and your union. Such action is taken by us by reason of your breach of your obligations under such contracts and the failure of your members to perform their services in accordance with such contracts."

The carpenters are still out.

II. IBEW Electricians (local 40)

On April 2, 1945, the employers sent the following wire to the International Brotherhood of Electrical Workers and Electricians, local 40:

"Members of your union have refused to report for work and perform their services since March 12. If the members of your union persist in refusing to report and perform their services by April 4, we shall be compelled to engage men from other available sources to do the electrical work required to keep our studios in operation, which we are determined to do.

"You are, of course, aware that the strike by local 1421 was declared without the sanction and against the orders of Mr. Lindelof, the international president of the Brotherhood of Painters; that the War Labor Board has characterized it as a flagrant disregard of the procedure established for the peaceful settle-

ment of labor disputes and has ordered that it be immediately terminated; and that the strike was officially disavowed by William Green, president of the American Federation of Labor, who also called upon Mr. Sorrell to terminate the unjustified work stoppage immediately; and that this strike is being carried on in direct violation of the no-strike pledge of the American Federation of Labor.

"You must also be aware that the producers are the victims of a jurisdictional quarrel between various American Federation of Labor unions and that the producers are powerless to settle this dispute.

"After the many years of cooperative association with you and your organization, we deeply regret the necessity of such action. However, you leave us no alternative."

On April 3, 1945, local 40 replied as follows:

"Re your wire of April 2, this is to advise you that the members of local 40, IBEW, are not on strike, but are observing a basic principle of unionism—refusal to cross a picket line. When picket lines at studios are removed, our members will be glad to return to work. We, too, appreciate our cordial relations of the past and hope they will continue in the future."

On April 4, the electricians (except certain men approved by pickets) refused to report for work, and that afternoon each nonreporting electrician was sent the following notice:

"You are hereby notified that your employment is terminated. Such action is taken because of your failure to report for work and perform services in accordance with your obligation so to do."

On April 5 the employers sent the international and local 40 the following wire:

"The undersigned producers hereby rescind and terminate the collective bargaining contracts now in effect between the undersigned producers and your union. Such action is taken by us by reason of your breach of your obligations under such contracts and the failure of your members to perform their services in accordance with such contracts."

The electricians are still out.

Yours very truly,

F. E. PELTON,
Producers' Labor Administrator.

Mr. COBB (reading) :

NEW YORK, N. Y., February 26, 1945.

PAT CASEY,

Chairman, Producers Committee, Hollywood, Calif.:

We are taking appeal to NWLB from alleged award of arbitrator Tongue in screen set dressers matter pursuant to law and in accordance with expressed provision for right to appeal contained in that award.

We have consistently maintained our position that neither the War Labor Board nor Tongue had jurisdiction to decide the controversy involving attempt on part of local 1421 to encroach upon the established jurisdiction of IATSE or local 44 thereof. Accordingly we refused to participate in the hearing before the arbitrator. Moreover we deem his decision not only without jurisdictional basis, but wholly illegal and erroneous and exacted under the coercive threats of strike by local 1421 after local 1421 had instituted a lawful proceeding for certification of collective-bargaining representation before the proper tribunal, the National Labor Relations Board, and withdrew the same when we were permitted to intervene in order to conserve our jurisdiction.

We represent set dressers. They are members of our organization and we are the only accredited bargaining agent for these men as determined by the National Labor Relations Board. Under these circumstances we hereby notify you that if the producers take any steps by way of negotiating with or otherwise recognizing local 1421 as the bargaining agent for the set dressers, the instructions heretofore issued by us to local 44 will immediately be enforced directing propertymen of IATSE not to work with any set dresser who is not a member of the IATSE.

RICHARD F. WALSH,

International President, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

Mr. McCANN. I have a straight telegram of February 26, 1945.

PAT CASEY,
Hollywood, Calif.:

We have waited patiently for 1 week for the producers to comply with the War Labor Board order. Unless we receive an appointment to commerce negotiating this week by 6 p. m. tonight, we will be forced to report at our membership meeting that the producers are ignoring the War Labor Board order and that we are free to take such economic action as we see fit.

HERB SORRELL,
President, Conference of Studio Unions.

[Straight wire]

APRIL 2, 1945.

(Sent to attached list of unions.)

Members of your union have refused to report for work and perform their services since March 12. If the members of your union persist in refusing to report and perform their services by April 4, we shall be compelled to engage men from other available sources to do the work required to keep our studios in operation, which we are determined to do.

You are, of course, aware that the strike by local 1421 was declared without the sanction and against the orders of Mr. Lindelof, the international president of the brotherhood of painters; that the War Labor Board has characterized it as a flagrant disregard of the procedure established for the peaceful settlement of labor disputes and has ordered that it be immediately terminated; and that the strike was officially disavowed by William Green, president of the American Federation of Labor, who also called upon Mr. Sorrell to terminate the unjustified work stoppage immediately; and that this strike is being carried on in direct violation of the no-strike pledge of the American Federation of Labor.

You must also be aware that the producers are the victims of a jurisdictional quarrel between various American Federation of Labor unions and that the producers are powerless to settle this dispute.

After the many years of cooperative association with you and your organization we deeply regret the necessity of such action. However, you leave us no alternative.

Columbia Pictures Corp.; Samuel Goldwin; Loew's Inc.; Paramount Pictures, Inc.; RKO-Radio Pictures, Inc.; Republic Productions, Inc.; Twentieth Century-Fox Film Corp.; Universal Pictures Co.; Warner Bros. Pictures, Inc.

APRIL 2, 1945.

The attached straight wire (report delivery) sent to the following:

Screen set designers, local 1421, 9441 Wilshire Boulevard, Beverly Hills, Calif.
(Omitted: words "to do the work required".)

Society of Interior Decorators, 541 Stassi Lane, Santa Monica, Calif. (Substituted: "society" instead of "union"; omitted words "to do the work required".)

International Brotherhood of Electrical Workers, 1200 Fifteenth Street NW, Washington, D. C. (Word inserted: "electrical.")

Local 40 of the International Brotherhood of Electrical Workers, 1509 North Vine Street, Hollywood 28, Calif. Word inserted: "electrical.")

Local 644 of the Brotherhood of Painters, Decorators and Paperhanglers of America, 1457 West Fifth Street, Los Angeles 5, Calif. (Word inserted: "painters"; omitted: sentence beginning "After the many years.")

Local 946 of the United Brotherhood of Carpenters and Joiners of America, 5164 Santa Monica Boulevard, Los Angeles, Calif. (Inserted: word "carpentry".)

United Association of Plumbers and Steamfitters, Ninth and Mount Vernon Place NW., Washington, D. C. (Inserted: word "plumbers"; omitted: sentence beginning "After the many years.")

Local 78 of the United Association of Plumbers and Steamfitters, 540 Maple Avenue, Room 208, Los Angeles 13, Calif. (Inserted: word "plumbers.")

Lodge No. 1185 of the International Association of Machinists, 1627 North Cahuenga, Hollywood 28, Calif. (Inserted: word "machinists.")

International Association of Machinists, Ninth Street and Mount Vernon Place NW., Washington, D. C. (Inserted: word "machinists.")

Building Service Employees International Union, 130 North Wells Street, Chicago, Ill. (Inserted: word "janitor"; signatures omitted: Columbia, Goldwyn, Twentieth Century.)

Local 278 of the Building Service Employees International Union, 1154 North Western Avenue, Los Angeles, Calif. (Inserted: word "janitor"; omitted: sentence beginning "After many years"; signatures omitted: Columbia, Goldwyn, Twentieth Century.)

[Western Union]

LOS ANGELES, CALIF., April 2, 1945.

PRODUCERS ASSOCIATION,
Hollywood, Calif.:

In answer to your wire of April 2, 1945, members of our union have refused to report to work since March 12, 1945, because the Producers Association refused to abide by decision of the War Labor Board. WLB has requested that you settle this strike before they will hear your appeal to change the decision rendered, which was made in our favor. As you know, this is not a jurisdictional strike and can be settled any time you decide to deal with us and do not hide behind Richard Walsh's empty threats. If it is your desire that we report for work April 4 you may have it that way, but if you still insist that you are in the middle and cannot settle this controversy, the strike will go on until you are ready to deal with us.

HERBERT K. SORRELL,
President, Conference of Studio Unions.

[Straight wire]

APRIL 5, 1945.

LOCAL 644 OF THE BROTHERHOOD OF PAINTERS, DECORATORS, AND PAPERHANGERS OF AMERICA,

Los Angeles 5, Calif.:

(Report delivery.)

The undersigned producers hereby rescind and terminate the collective-bargaining contracts now in effect between the undersigned producers and your union. Such action is taken by us by reason of your breach of your obligations under such contracts and the failure of your members to perform their services in accordance with such contracts.

Columbia Pictures Corp.; Samuel Goldwyn; Loew's, Inc.; Paramount Pictures, Inc.; RKO-Radio Pictures, Inc.; Republic Productions, Inc.; Twentieth Century-Fox Film Corp.; Universal Pictures Co., Inc.; Warner Bros. Pictures, Inc.

[Western Union]

LOS ANGELES, CALIF., April 5, 1945.

E. J. MANNIX,

Chairman, Producers Association, Hollywood, Calif.:

Since our contract expired January 1, 1944, we are not obligated to you for anything, but since you have seen fit to terminate said contract, we will be forced to sign a new one with better wages and better working conditions before returning to work.

HERBERT K. SORRELL.

[Western Union]

LOS ANGELES, CALIF., October 12, 1945.

MOTION PICTURE PRODUCERS ASSOCIATION,

Hollywood, Calif.:

The undersigned unions and each of the members of said unions in your employ who respected the picket lines do hereby jointly offer to and do jointly demand

of you the right to immediately return to work without discrimination and under the terms and conditions which prevailed at the time immediately prior to the respective dates when said members of such unions observed the picket lines established on or about March 12, 1945, by screen-set designers, local 1421, affiliated with the Brotherhood of Painters, Paperhangers, and Decorators of America, A. F. of L.

We request immediate reply so that our actions may be governed accordingly.
Very truly yours,

Painters' Local 644 of International Brotherhood of Painters, Decorators, and Paperhangers of America; Screen Set Designers, Illustrators, and Decorators, Local 1421, Affiliated With the International Brotherhood of Painters, Decorators, and Paperhangers of America; Local 946 of the United Brotherhood of Carpenters and Joiners of America; Local 40, International Brotherhood of Electrical Workers; Local 78 of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada; Local 278 of the Building Service Employees International Union; Cinema Lodge, No. 1185, of the International Association of Machinists; Local 212 of the International Brotherhood of Blacksmiths, Drop Forgers, Welders, and Helpers; Local 374 of the International Molders and Foundry Workers; Local 108 of the Sheet Metal Workers Union, AFL; Screen Office Employees Guild, Local 1391, Affiliated With the Brotherhood of Painters, Decorators, and Paperhangers of America; Screen Cartoonists Guild, Local 852, Affiliated With the Brotherhood of Painters, Decorators, and Paperhangers of America; Screen Publicists Guild, Local 1489, Affiliated With the Brotherhood of Painters, Decorators, and Paperhangers of America; Screen Story Analysts, Local 1488, Affiliated With the Brotherhood of Painters, Decorators, and Paperhangers of America; Screen Players Union.

[Western Union]

Los ANGELES, CALIF., December 26, 1945.

PRODUCERS ASSOCIATION,

Hollywood, Calif.:

At a meeting today of the policy committee consisting of representatives of the 15 unions observing the picket lines in our recent strike, arrangements were made to enforce the complete jurisdictional awards to be handed down by the three-man committee appointed by the executive council of the A. F. of L., and under no circumstances will any replacements be tolerated in our jurisdiction on the motion-picture lots. A violation of this rule and any craft will affect all crafts involved.

HERB SORRELL.

Mr. KEARNS. I just want to interrupt a minute. I notice two or three women standing. There will be a lot of witnesses that won't be here this afternoon. I would like to invite you to sit down there and not stand.

Mr. McCANN. I will ask you now, Mr. Luddy, to read these.

Mr. LUDDY (reading):

[Postal Telegraph]

FEBRUARY 4, 1946.

Mr. PAT CASEY,

Producers' Committee Chairman, New York City:

The Conference of Studio Unions, on behalf of its affiliates, demands that immediate negotiations be initiated, and contracts signed by February 16, 1946. It is requested that time and place for initial meetings between our respective representatives be set immediately.

HERBERT SORRELL.

LOS ANGELES, CALIF., February 4, 1946.

MOTION PICTURE PRODUCERS ASSOCIATION,
Hollywood, Calif.:

The Conference of Studio Unions, on behalf of its affiliates, demands that immediate negotiations be initiated and contracts signed by February 16, 1946. It is requested that time and place for initial meeting between respective representatives be set immediately.

HERB SORRELL,
President, Conference of Studio Unions.

[Straight wire]

FEBRUARY 6, 1946.

Mr. HERB SORRELL,

Los Angeles 5, Calif.:

Replying to your wire of February 4, please be advised that the respective studios that are members of the Association of Motion Picture Producers, Inc., are prepared to negotiate with the several unions on whose behalf your wire was sent who are entitled to such negotiation. However, in conformity with our practice, such negotiations should be conducted separately with each union. In order to facilitate these negotiations, we suggest that each union submit, in writing, its proposals, so that they may be considered in advance of meetings. Upon receipt of such proposals, meeting dates will be suggested and arranged.

F. E. PELTON,
Producers' Labor Administrator.

LOS ANGELES, CALIF., February 7, 1946.

F. E. PELTON,

*Producers' Labor Administrator,
Care Producers Association, Hollywood, Calif.:*

The proposals contained in your telegram of February 6 are not acceptable to the conference unions. The conference of studio unions demands to meet you collectively for the purpose of negotiating an interim agreement for each and every one of its affiliated unions to be signed no later than February 16.

H. K. SORRELL,
President, Conference of Studio Unions.

HOLLYWOOD, CALIF., February 8, 1946.

Mr. H. K. SORRELL,

Los Angeles 5, Calif.:

Replying to your wire of February 7, 1946, to F. E. Pelton, a committee consisting of Byron Price, E. J. Mannix, Clifford Work, Frank Freeman, and B. B. Kahane, representing the respective studios who are members of the Association of Motion Picture Producers, will meet with your committee at the offices of the association on Monday, February 11, 1946, at 2 p. m. Please advise if the time and place of this meeting is satisfactory.

B. B. KAHANE,
Chairman, Producers' Labor Committee.

FEBRUARY 11, 1946.

CONFERENCE OF STUDIO UNIONS' PROPOSAL FOR INTERIM AGREEMENT

The Conference of Studio Unions, on behalf of its member unions, hereby makes the following proposal for a 90-day interim agreement, commencing February 18, 1946:

1. Return to 36-hour workweek with maintenance of present "take home" pay for 48-hour workweek, with pay increase retroactive to January 1, 1946, for the following unions: Moving picture painters, local 644; studio carpenters, local 946; studio machinists, local 1185; studio electricians, local 40; studio sheet metal

workers, local 108; studio blacksmiths, local 212; studio molders, local 374; studio plumbers, local 78.

2. Proportionate wage increases retroactive to January 1, 1946, for the following unions: Screen office employees guild, local 1391; building service employees, local 193; building service employees, local 278; screen story analysts guild, local 1488; screen publicists guild, local 1489.

3. The continuance of present working conditions during the 90-day period for the following unions: Studio sheet-metal workers, local 108; studio plumbers, local 78; studio molders, local 374; studio blacksmiths, local 212.

4. With the exceptions noted above, the producers shall extend the last contracts in effect with the following unions: Moving picture painters, local 644; studio carpenters, local 946; studio machinists, local 1185; studio electricians, local 40; Screen Office Employees Guild, local 1391; screen set designers, local 1421; building service employees, local 193; building service employees, local 278; Screen Publicists Guild, local 1489; Screen Story Analysts, local 1488.

5. Contracts effective January 1, 1946, for the unions listed in 1 and 2 above shall be negotiated during the 90-day period commencing February 18, 1946.

6. Contracts negotiated during the 90-day interim period shall supersede the interim agreement and be retroactive to January 1, 1946.

7. Nothing in the interim agreement shall be in any way construed to prevent or interfere with present negotiations between locals 1421 and 1489 and the producers for terms and conditions of contracts for the period January 1, 1944, to December 31, 1945, in the case of local 1421, and October 9, 1943, to December 31, 1945, in the case of local 1489.

HERBERT K. SORRELL,
President, Conference of Studio Unions.

[Straight wire]

FEBRUARY 11, 1946.

Mr. HERBERT K. SORRELL,
Los Angeles 5, Calif.:

At the conference with the representatives of moving picture painters, local 644; studio carpenters, local 946; studio machinists, local 1185; studio electricians, local 40; studio sheet-metal workers, local 108; studio blacksmiths, local 212; studio molders, local 374; studio plumbers, local 78; Screen Office Employees Guild, local 1391; building service employees, local 193; building service employees, local 278; Screen Story Analysts Guild, local 1488; Screen Publicists Guild, local 1489; and the committee of producers representing Columbia Pictures Corp., Samuel Goldwyn Productions, Inc., Loew's Inc., Paramount Pictures, Inc., RKO-Radio Pictures, Inc., Republic Productions, Inc., Hal E. Roach Studio, Inc., Twentieth Century-Fox Film Corp., Universal Pictures, Co., Inc., and Warner Bros. Pictures, Inc., you made a basic condition of a continuance of any negotiations between us the condition that we recognize and deal with the Screen Office Employees Guild, as representing the clerical staff of those studios who formerly had contracts with that organization.

In respect to the Screen Office Employees Guild, a substantial majority of the clerical employees in several studios, having contract with that organization, designated new bargaining agents and demanded substitution of such new bargaining agents for this group of workers. The provisions for such substitution were included in contracts originally made and approved by the Screen Office Employees Guild.

In compliance with these contracts and the legal obligation to recognize the new bargaining agents so designated, such studios substituted such new bargaining agents in those contracts. Under these contracts a majority of the employees in the unit can make any further or other substitution or change in bargaining representative. We will recognize any such change in bargaining representative made under those contracts or by direction of the duly empowered governmental agency. Until such change is made, we must inform you that we cannot negotiate with you on the condition you impose regarding this classification of employees.

In our conference you further indicated to us that the observance by the carpenters and painters of the arbitration award, made by the committee appointed at the council of the American Federation of Labor, would be conditioned upon our agreement to changes in wage rates to be paid to those crafts. Since all

parties involved, including the unions you represent, agreed unconditionally to accept and abide by the award of this committee, we believe we are entitled to complete and unconditional agreement by all crafts to observe that directive. We request such assurance.

If agreement can be reached upon the matters above set forth, we will take up negotiations with respect to any proposal as to working conditions and wage rates. We trust that we can clear these preliminary matters and continue toward a successful conclusion of negotiations.

Mr. McCANN. Who is that signed by?

Mr. LUDDY. Signed by B. B. Kahane, chairman, producers' labor committee.

[Straight wire]

FEBRUARY 12, 1946.

MOTION PICTURE PRODUCERS ASSOCIATION,

Hollywood, Calif.:

Attention B. B. Kahane, chairman, producers' labor committee.

In reply to your telegram of February 11, 1946, the Conference of Studio Unions reiterates its demand that an interim agreement covering wages and hours must be arrived at by February 16, 1946, for all member organizations.

With reference to the office workers, the Conference of Studio Unions and the Screen Office Employees Guild, local 1391, have represented the office workers in the majority of your studios for the past 5 years as the duly certified bargaining representative.

We recognize only two ways of legally changing the bargaining representative for the office workers in the motion-picture industry: One, by a vote of the bargaining unit taken under the provisions of the constitution and bylaws of the union; or, two, by appealing to the NLRB, a governmental agency set up for that particular purpose.

Until one of the procedures outlined above has been followed, we shall insist upon bargaining for all office workers represented by the Screen Office Employees Guild. The Screen Office Employees Guild is the only A. F. of L. union in the industry representing office workers. We, therefore, are obligated to protect the bargaining interests of our sister A. F. of L. affiliate.

With reference to the A. F. of L. directive, the Conference of Studio Unions is as anxious to work out an agreement by which no further work stoppages will occur as are the producers. We believe a basis for this can be worked out by further negotiation.

HERBERT K. SORRELL,
President, Conference of Studio Unions.

[Western Union]

LOS ANGELES, CALIF., February 12, 1946.

MOTION PICTURE PRODUCERS ASSOCIATION,

Hollywood, Calif.:

(Don't phone.)

Inasmuch as local 789, IATSE, has the majority of employees employed as machinists in the major motion-picture studios, we wish to protest and challenge the right of local 1185, IAM, to represent machinists in negotiations now proceeding. Local 789, IATSE, demands to be recognized as the bargaining agency for machinists in the motion-picture industry as represented by your association.

HARRY SHIFFMAN,
Business Representative.

LOCAL 789, IATSE AND MPMO

6636 HOLLYWOOD BOULEVARD

Note (11:51 AM—Sorrell includes this local in his group.)

Byron Price telephoned text to Mr. Kahane upon receipt of telegram.

[Western Union]

HOLLYWOOD, CALIF., February 12, 1946.

Mr. H. K. SORRELL,
Los Angeles, Calif.:

Your telegram received. Will be glad to resume discussion at 2 p. m. Thursday, same place.

B. B. KAHANE,
Chairman, Producers' Labor Committee.

(Fast wire.)

HOLLYWOOD, CALIF., February 12, 1946.

WILLIAM J. BASSETT,
Central Labor Council, Los Angeles, Calif.:

We have received your request relative to our future position in view of the notification given to us by the representatives of moving picture painters, local 644; studio carpenters, local 946; studio machinists, local 1185; studio electricians, local 40; studio sheet metal workers, local 108; studio blacksmiths, local 212; studio molders, local 374; studio plumbers, local 78; Screen Office Employees Guild, local 1391; building service employees, local 193; building service employees, local 278; Screen Story Analysts Guild, local 1488; Screen Publicists Guild, local 1489, threatening a strike in the studios on February 16.

It is our unqualified position that we wish to continue the production of pictures in our studios and request that, in accordance with our collective-bargaining agreements and our understanding with the various unions and councils, that you continue to supply employees for the continuation of production.

We wish further to advise that we stand ready and willing to continue negotiations with any of the A. F. of L. unions whose wage negotiations are now pending (all IATSE unions in the motion picture industry and the following basic-agreement crafts: Culinary workers, teamsters, studio plasterers, local 755, and studio utility employees, local 724), and that we shall make every reasonable effort to bring these negotiations to a successful and speedy conclusion.

We are also ready to agree that any settlement or agreement arrived at as result of such negotiations will be retroactive to January 1, 1946.

B. B. KAHANE,
Chairman, Producers' Labor Committee.

(Charge fast wire.)

HOLLYWOOD, CALIF.

LLOYD MASHBURN,
Building Trades Council, Los Angeles, Calif.:

We have received your request relative to our future position in view of the notification given to us by the representatives of moving picture painters, local 644; studio carpenters, local 946; studio machinists, local 1185; studio electricians, local 40; studio sheet metal workers, local 108; studio blacksmiths, local 212; studio molders, local 374; studio plumbers, local 78; Screen Office Employees Guild, local 1391; building service employees, local 193; building service employees, local 278; Screen Story Analysts Guild, local 1488; Screen Publicists Guild, local 1489, threatening a strike in the studios on February 16.

It is our unqualified position that we wish to continue the production of pictures in our studios and request that, in accordance with our collective-bargaining agreements and our understanding with the various unions and councils, that you continue to supply employees for the continuation of production.

We wish further to advise that we stand ready and willing to continue negotiations with any of the A. F. of L. unions whose wage negotiations are now pending (all IATSE unions in the motion picture industry and the following basic-agreement crafts: Culinary workers, teamsters, studio plasterers, local 755, and studio utility employees, local 724), and that we shall make every reasonable effort to bring these negotiations to a successful and speedy conclusion.

We are also ready to agree that any settlement or agreement arrived at as result of such negotiations will be retroactive to January 1, 1946.

B. B. KAHANE,
Chairman, Producers' Labor Committee.

[WESTERN UNION]

FEBRUARY 15, 1946.

B. B. KAHANE,*Chairman, labor committee, Motion Picture Producers Association,
Hollywood, Calif.*

The following is a wire we have dispatched to all building trades business agents in accordance with our conversation and your request that construction be maintained:

"In view of contemplated studio strike, building trades business agents and executive board, February 13, instructed secretary notify all local unions that this strike had *not* been called in accordance with building trades policy and procedure, therefore, since this strike has not been authorized by any properly constituted council, you are requested to continue furnishing men to studios and contractors in accordance with your collective bargaining agreement."

L. A. MASHBURN,

Secretary, Los Angeles Building and Construction Trades Council.

NOTE.—Insertion of word "not" authorized by Mashburn on telephone to me. F. McCarthy.

FEBRUARY 15, 1946.

Mr. HERBERT K. SORRELL,*Los Angeles 5, Calif.:*

At our meeting yesterday it was agreed that you were to submit to us proposals along the line we discussed in our meeting of February 13, dealing with the following matters:

(1) Office workers.

(2) The observance of the terms of the arbitration decision.

(3) Negotiation of working conditions contemporaneously with any discussion of wage demands.

You have now submitted your reply which we quote and to which we set forth our position:

(1) As to Screen Office Employees Guild, you state "Conference will deal for SOEG at Goldwyn and Technicolor and that status quo is to be maintained at all other studios until the NLRB has dealt with the unfair labor practices."

Since as you are aware the pendency of unfair labor practice charges prevents any NLRB election, which would enable office workers to make a free choice of bargaining representative, your proposal completely negatives the right of these employees to choose their own bargaining representatives. As we have pointed out to you, our employees in this category have heretofore designated, and legally still have, bargaining representatives. We will not engage in any negotiations with you affecting those workers unless and until you are legally designated to represent them. Until you are so chosen, we must recognize and carry out our obligation under our existing contracts.

(2) As to the jurisdictional directive of the committee appointed by the council of the American Federation of Labor you state:

"Conference will assure the producers that we will not participate in any strike against the directive of the three-man committee."

We have asked for a definite agreement on the part of each union that it will carry out the terms of that directive, irrespective of the outcome of any negotiations in which we now engage. We request such agreements as a preliminary to further discussion of other issues between us. We are compelled to ask a direct agreement by each union as to this matter, as we feel that any action by or resolution of the Conference of Studio Unions is ineffective for this purpose.

(3) As to our request that working conditions be negotiated prior to our discussion of your wage demands, you have replied:

"That we reiterate our former demands that we enter into immediate wage and interim agreements and that working conditions be worked out during the 3-month interim period."

You have demanded wage increases as an interim matter and the later negotiation of changed working conditions, which obviously will again affect such increased wage scale. As we pointed out to you yesterday, it is entirely impracticable to negotiate wage increases in advance of and separate from negotiation of working conditions. We, therefore, must again repeat our request

that the negotiations must first cover working conditions and that any contract we enter into must be an entire agreement covering both working conditions and wages.

Your demand for a 50-percent increase over the present basic wage scale, which already is generally higher in the motion-picture industry than in other industries in this area, is unreasonable and unjustified.

In conclusion, may we point out that, upon the satisfactory disposition of the matters herein referred to, we are willing to negotiate the matter of wage increases.

B. B. KAHANE,

Chairman, Producers' Labor Committee.

Mr. McCANN. Thank you very much.

Mr. Price, will you undertake to read those [indicating]?

Mr. KEARNS. We will recess for 5 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Proceed, Mr. Counsel.

Mr. PRICE. The first is dated April 1, 1946, addressed to Mr. Pat Casey.

DEAR PAT: After reading the counterproposal dated March 18, 1946, for arbitration of jurisdictional disputes submitted to us by Mr. Price of the Producers Association, we are inclined to think much improvement could be made in this agreement. However, we will accept the proposal, provided you are successful in obtaining the signatures of the other various unions.

We do not believe our members should lose any work or the producers should be deprived of their services over any jurisdictional dispute. It is the policy of our unions never to strike for anything that can be settled by honest arbitration.

Sincerely,

HERBERT K. SORRELL,

President, Conference of Studio Unions.

Mr. McCANN. Who is that signed by?

Mr. PRICE. Mr. Sorrell.

Telegram from Herbert K. Sorrell to Pat Casey dated June 15, 1946.

[Western Union]

LOS ANGELES, CALIF., June 15, 1946.

PAT CASEY,

Hollywood, Calif.:

On February 16, 1946, the Conference of Studio Unions served an ultimatum on studios demanding negotiations for higher wages and for contracts. Producers promised to bargain in good faith with all unions. Thus far no union has negotiated a contract. Producers are not bargaining in good faith and are also in violation of the American Federation of Labor arbitration directive of December 26, 1945. We demand an immediate meeting with you, and unless a substantial wage increase and contracts are offered at once, we shall be forced to take economic action.

HERBERT K. SORRELL,

President, Conference of Studio Unions.

(Received June 17, 1946—Labor Department)

[Western Union]

LOS ANGELES, CALIF., June 28, 1946.

PAT CASEY,

Association of Motion Picture Producers, Hollywood, Calif.:

Have submitted copies of your proposals to the conference of studio unions and they were unanimously rejected. We consider the wage offers made wholly inadequate. Further, acceptance would have the effect of forcing cancellation of better agreements already negotiated with other producers. We will have

counterproposals in your office by 12 noon Saturday, and we are desirous of meeting with you continuously through Saturday and Sunday if necessary, or until satisfactory agreements are arrived at and signed. On July 1, 8 months will have elapsed since we returned to work. We now demand the security of signed contracts, also wage increases in keeping with today's living costs, if we are to continue work.

HERBERT K. SORRELL,
President, Conference of Studio Unions.

Mr. PRICE. The next document is a copy of the treaty of Beverly Hills, which is already in the record.

Mr. McCANN. Let's take out that document from the set. It is rather a substantial document, isn't it? Was all of it read into the record?

Mr. PRICE. No, sir; I believe not—I think only through the arbitration portions, but the rest of that was not read.

The next is a letter dated September 17, 1946, addressed to local 644 of the Brotherhood of Painters, Decorators, and Paperhangers.

Mr. McCANN. Just a moment, before you do that, I will just pass this to Mr. Casey and ask him, if he will, to identify this as a full and complete copy of the Beverly Hills agreement. I don't believe it is entirely in the record. Let's put the whole thing in instead of the other contract originally received and marked "Exhibit No. 3."

Mr. PRICE. That is, the latter portion, you mean?

Mr. McCANN. No; all of it.

Mr. CASEY. Yes, sir.

Mr. McCANN. Let's put this in in place of the other contract, because this is a signed copy, and we will have it received in evidence as a complete thing. Proceed.

(The signed copy of the so-called treaty of Beverly Hills appears in the appendix as exhibit No. 3 in lieu of the agreement originally received.)

Mr. PRICE. Do you want me to read it?

Mr. McCANN. No; don't read it.

Mr. Price (reading):

ASSOCIATION OF MOTION PICTURE PRODUCERS, INC.,
HOLLYWOOD 28, CALIF., September 17, 1946.

LOCAL UNION 644 OF THE BROTHERHOOD OF PAINTERS, DECORATORS, AND PAPER-HANGERS OF AMERICA,
Los Angeles 5, Calif.

GENTLEMEN: During the afternoon of September 11, 1946, we were notified by the United Brotherhood of Carpenters and Joiners of America, local 946, that unless all construction and erection of sets in the studios of the undersigned producers of motion pictures should be performed by members of said local union, it would declare such sets "hot" and refuse to perform work upon them.

On the same day we replied to this demand by forwarding a letter to the representatives of said union, a copy of which is enclosed herewith. We have today sent to the same union a telegram of which a copy is also enclosed.

In the meantime, your members have refused to perform work upon sets declared "hot" by the carpenters. Unless your members resume the performance of such work for the undersigned, we will use every legal and reasonable means to have such work performed by other employees.

Yours truly,

Columbia Pictures Corp.; Samuel Goldwyn Studios; Loew's Inc.;
Paramount Pictures, Inc.; RKO-Radio Pictures, Inc.; Republic
Productions, Inc.; Twentieth Century-Fox Film Corp.; Universal
Pictures Co., Inc.; Warner Bros. Pictures, Inc.; Hal E. Roach
Studios, Inc.

Mr. McCANN. Who was that sent to?

Mr. PRICE. Local 644 of the painters.

Mr. McCANN. I see.

Mr. PRICE (reading):

SEPTEMBER 11, 1946.

From: Arch Reeve, public information committee, motion picture industry.
 To: Mr. Joseph F. Cambiano, international representative of United Brotherhood of Carpenters and Joiners of America;
 Mr. C. A. Sproul, president of local 946 of the brotherhood;
 Mr. J. W. Vance, recording secretary of local 946.

GENTLEMEN: Today, we, as representatives of the major motion picture producing studios in Hollywood, met with you and other representatives of the above unions pursuant to your telegraphic request. At that meeting you advised us that, unless commencing with 6 a. m., on September 12, 1946, all construction and erection of sets in our studios be performed by members of local 946, all such sets would be declared "hot" and would not be further handled or processed.

The basis of your request was stated to be a clarification order issued by a three-man committee appointed by the executive council of the American Federation of Labor, the contents of which are hereafter referred to.

Our reply, which we promised to make promptly to your demands, is as follows:

At a meeting of the executive council of the American Federation of Labor held in Cincinnati in October 1945, in settlement of the then existing strike, it was agreed that if the unions involved could not settle existing jurisdictional questions between themselves, a committee of three members of the executive council should investigate and determine all such questions, that all parties concerned, including the producers, the United Brotherhood of Carpenters and Joiners and the International Alliance of Theatrical and Stage Employees of the United States and Canada, would accept, as final and binding, the determination of the committee.

In carrying out the above, the executive committee of the American Federation of Labor appointed a three-man committee composed of three international vice presidents. According to the language of the committee, after exhaustive hearings and investigation in Hollywood they, on December 26, issued a directive to be final and binding on all parties. Such directive set forth that the IATSE should have jurisdiction over the erection of sets on stages, except trim and mill work, which latter work should be performed by members of your union. The directive specifically required that erection of sets on stages be under the jurisdiction of the IATSE, and only trim and mill work be given to carpenters. It was based upon this directive that the division of work was put into effect and has since been strictly adhered to.

Thereafter, under date of August 16, 1946, the same committee issued an interpretation of its previous decision without notice to the parties to the former dispute, in which it stated that "the word 'erection' is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the committee recognizes the jurisdiction of construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners' jurisdiction."

We have been advised by Mr. Richard A. Walsh, president of the IATSE, that it is the contention of the IATSE "that this so-called clarification was issued without authority and in violation of the Cincinnati agreement to which this International Alliance, yourselves, and the other international unions involved were all parties. * * * If the committee's decision as originally rendered is not fully complied with by you, this International Alliance will take such action as may be necessary to protect its interests."

As a result of these conflicting demands made by you and by the representatives of the IATSE, we, as employers, are placed in a position of having to determine a jurisdictional question that can only be settled by the unions involved. In view of the fact that the directive of December 26, 1945, was stated to be final and binding upon all parties concerned and that this position was reiterated to us by representatives of the American Federation of Labor at subsequent

conferences, we believe that we have no choice but to follow its provisions as we agreed to do.

The enforcement of your demands may result in throwing approximately 30,000 employees in Hollywood out of work. We deplore this situation and its gravity and we trust that you and the other unions involved may find a means of settling your differences which we are powerless to determine.

Yours truly,

PAT CASEY,
Chairman, Producers' Labor Committee.

[Telegram]

SEPTEMBER 17, 1946.

Mr. JOSEPH F. CAMBIANO,

*International Representative of United Brotherhood of
Carpenters and Joiners of America;*

Mr. C. A. SPROUL,

President of Local 946 of the Brotherhood;

Mr. J. W. VANCE,

*Recording Secretary of Local 946,
Los Angeles, Calif.*

In the afternoon of September 11, 1946, you notified us that unless, commencing at 6 a. m. on the following day, all construction and erection of sets should be performed by members of your union you would declare such sets "hot" and refuse to allow your members to perform work upon them. On the day we received this notice from you we sent you a letter through Pat Casey, chairman of our labor committee, setting forth the reason why we could not accede to your ultimatum. Since receiving our letter your union has authorized that certain sets erected, other than in accordance with your demands, be declared "hot" and your members have refused to perform the work that we have justifiably required them to do thereon.

As stated to you, we deplore the situation which you have thus created and we desire to continue the operation of our studios and the employment of those who have heretofore performed services for us. We hope that to avoid the strife and conflict which will otherwise result you will recede from the position that you have taken, and we also hope that you and the other unions involved in this jurisdictional dispute may settle your differences which we are powerless to determine.

However, unless your members resume the performance of their work immediately the undersigned will use every legal and reasonable means to have such work performed by other employees.

Columbia Pictures Corp.; Samuel Goldwyn Studios; Loew's Inc.; Paramount Pictures, Inc.; RKO-Radio Pictures, Inc.; Republic Productions, Inc.; Twentieth Century-Fox Film Corp.; Universal Pictures Co., Inc.; Warner Bros. Pictures, Inc.; Hal E. Roach Studios, Inc.

[Telegram]

SEPTEMBER 18, 1946.

PAT CASEY,

*Chairman, Producers' Labor Committee,
Hollywood, Calif.:*

In reply to your wire of September 17, 1946, local 644 of the Brotherhood of Painters, Decorators and Paperhangers of America, hereby informs you that, pursuant to the recommendation of the Conference of Studio Unions, local 644, will support the carpenters in their effort to force the producers to comply with the directive of the American Federation of Labor executive council. We urge that you live up to your word and duty to abide by the American Federation of Labor directive order and thus eliminate the present crisis.

HERBERT K. SORRELL.

[Telegram]

SEPTEMBER 18, 1946.

PAT CASEY,
*Chairman, Producers' Labor Committee,
Hollywood, Calif.:*

Received your wire of September 17, 1946, wherein you state unless our members resume the performance of their work immediately you "will use every legal and reasonable means to have such work performed by other employees."

We repeat our position that we stand ready to do all work assigned to us in conformity with the December 26, 1945, directive of the American Federation of Labor executive council, as reaffirmed on August 16, 1946. This directive is binding on all parties. We will not work on any set constructed in violation of the American Federation of Labor's directive.

We can only interpret your threatened action as a deliberate attempt to continue to stall meeting legitimate wage demands and signing contracts.

Unless you face your own responsibilities and commitments in relation to the American Federation of Labor directive and refrain from further provocative action, you alone will bear the responsibility for creating any possible loss of work among the 30,000 workers in this industry.

JOSEPH F. CAMBIANO,
*International Representative of United Brotherhood of Carpenters and
Joiners of America.*

C. A. SPROUL,
President of Local 946 of the Brotherhood.

J. W. VANCE,
Recording Secretary of local 946.

[Telegram]

LOS ANGELES, CALIF., September 19, 1946.

PAT CASEY,
*Chairman, Producers' Labor Committee,
Hollywood, Calif.:*

The conference of studio unions joins carpenters local 946 in the opinion expressed in their telegram to you on September 18, 1946, that "your actions are a deliberate attempt to continue to stall meeting legitimate wage demands and signing contracts." We, therefore, demand immediate and continuous negotiations to conclude contracts with all CSU locals, as was pledged in the interim agreement of July 2, 1946. We expect an immediate answer to this demand, and if it is not forthcoming, these locals will take whatever action is necessary to bring negotiations to a conclusion.

Conference of Studio Unions, Herbert K. Sorrell, President; Building Service Employees, Local No. 278; IBEW, Local No. 40; Machinists, Local No. 1185; Molders, Local No. 374; Moving Picture Painters, Local No. 644; Screen Cartoonists, Local No. 852; Screen Publicists, Local No. 1489; Screen Set Designers, Local No. 1421; Screen Story Analysts, Local No. 1488; Sheet Metal Workers, Local No. 108; Special Officers and Guards, Local No. 193; Studio Carpenters, Local No. 946.

[Telegram]

SEPTEMBER 21, 1946.

HERBERT K. SORRELL,
*Conference of Studio Unions,
Los Angeles 5, Calif.:*

Your telegram of September 19 can only mean that you are attempting to create a false issue of wages and hours to cover up a jurisdictional dispute.

The present controversy is purely jurisdictional. The facts are that on September 11, 1946, at approximately 3 o'clock in the afternoon, the producers were notified that commencing at 6 o'clock the following morning the carpenters would refuse to work upon any sets where their jurisdiction demands were not met. Pursuant to that ultimatum, carpenters, painters, and others have refused on

jurisdictional grounds, and on no other grounds, to perform work assigned to them. This work must be done, therefore, by other employees if production is to be continued and employment provided for the thousands of employees who are in no way involved in the controversy.

We have at no time refused to negotiate with you.

We have lived up to the interim agreement we made with you on July 2. The 25-percent increase agreed upon is being paid and you have received pay retroactively to last January 1.

All that remains to be considered are certain inequities that are claimed by you to exist and some working conditions not fully settled in some cases. We negotiated with you on these matters for weeks and there has been no request for a further meeting from any of your crafts for several weeks.

You now, 48 hours before a mass meeting called for Sunday night, make a sudden demand upon us for a meeting, coupled with a threat. We cannot consider such request as being made in good faith, but rather to befuddle the jurisdictional issue.

We are still ready and willing to resume meetings to negotiate on the few items remaining unsettled. I suggest that you arrange with me Monday, September 23, for our next meetings.

PAT CASEY,
Chairman, Producers' Committee.

HOLLYWOOD, CALIF., September 22, 1946.

PAT CASEY,
Chairman, Producers' Labor Committee,
Hollywood, Calif.:

Replying to your telegram of September 21, 1946, which you saw fit to circulate publicly long before it was received by us, we note your failure to commit yourself, as asked, to immediate and continuous negotiations with our unions.

Further, we must charge you with the injection of extraneous issues which have no bearing on the consummation of contracts. We charge you with introducing these issues solely and deliberately to stall the granting of needed pay raises and working conditions, plus the security of signed union contracts, for most studio workers.

Foremost among the issues you raise is that our demand for contracts is related to an alleged dispute concerning carpenters.

We recognize no such dispute. Any jurisdictional differences pertaining to carpenters were settled by the executive council of the American Federation of Labor December 26, 1945. The settlement was reaffirmed by the Council August 16, 1946. We demand that you and other obligated parties live up to it, just as you have insisted in the past that we abide by such awards.

Your injection of this matter, we charge, is part and parcel of a calculated policy of ever crying "jurisdiction" so as to pit one group of studio workers against another and to delay meeting your responsibilities to all. "Jurisdiction" is a perennial booby-trap. We have repeatedly said we will never strike for such gain. We have also said we will gladly submit such differences to arbitration. You give lip service to this procedure, but have failed to institute the necessary machinery, and now you flagrantly defy an arbitration award handed down by the Nation's foremost labor authority, the American Federation of Labor.

Our unions, as well as most other studio groups, have been trying to conclude satisfactory agreements with you since early this year. We again demand that, beginning Monday, September 25, 1946, you meet with us continuously, in good faith and with power to act, until contracts are concluded. We further demand that you cease trying to evade responsibilities by introducing issues already settled, or easy of settlement if you would cooperate and comply.

CONFERENCE OF STUDIO UNIONS,
HERBERT K. SORRELL, President.

11:20 p. m.

Mr. McCANN. Just a minute. I want to ask Mr. Casey a question there.

Mr. Casey, at the time this message was received, they were out on strike, were they not?

Mr. CASEY. What was the date there?

Mr. PRICE. That was dated September 22, 1946.

Mr. McCANN. Was that after the second strike started?

Mr. CASEY. No.

Mr. McCANN. Now, I want to ask you another question at this point. We have had a reference to the July 2 directive, which was the one, as I recall it, that gave the erection of sets on stages to the IATSE.

Mr. PRICE. No, that is December; not July.

Mr. McCANN. What was the July?

Mr. CASEY. July was the treaty of Beverly Hills.

Mr. McCANN. All right. Now, I wanted to get that straight. That is the treaty of Beverly Hills?

Mr. CASEY. Right.

Mr. McCANN. On which they returned to work after just a few days of strike?

Mr. CASEY. Couple of days.

Mr. McCANN. Now, then, the next reference is to December what?

Mr. PRICE. December 26, 1945. That is the original directive.

Mr. McCANN. December 26, 1945, is the original directive in which the erection of sets on stages was to be given to the IATSE?

Mr. CASEY. Right.

Mr. McCANN. Then on August 16, 1946, there came the clarification which gave the assemblage of sets on the stages to the IATSE and the erection or construction to the carpenters?

Mr. CASEY. That is correct.

Mr. McCANN. Does that straighten that out?

Mr. CASEY. Yes, sir.

Mr. McCANN. There were three things referred to, and I thought from those letters they were all referring to the A. F. of L.

Proceed with your letters. I want to ask Mr. Casey some other questions when you get through here.

Mr. PRICE (reading):

[Western Union telegram]

SEPTEMBER 24, 1946.

HERBERT K. SORRELL,

Conference of Studio Unions, Los Angeles 5, Calif.:

I have your wire of September 22, which purports to reply to mine of September 21. In my wire of September 21 I suggested that you meet with me yesterday to arrange the resumption of meetings which would consider the few remaining items left to be considered between the unions you represent and the producers. The wire I have received obviously makes such meetings, or attempts at meetings, futile. We take this position because:

First, you charge that our reference to the jurisdictional conflict now taking place in our studios is an injection of extraneous issues which have no bearing on the consummation of contracts. This, of course, refers to our statement that your members, because of jurisdictional differences with members of other unions, have refused to perform work assigned to them. As a matter of fact, this jurisdictional quarrel is raging in each of our studios, is causing the shutting down of sets and pictures, and has been imposed upon us despite every effort we have made to prevent such situations.

Second, you charge us with introducing these issues "solely and deliberately to stall the granting of immediate pay raises and working conditions plus the security of signed union contracts for most studio workers." You make this charge despite the fact that we have reached agreement with your unions on the basic matters of pay raises and working conditions. We refer, of course, to the agreement reached at the July 2 meeting and subsequent meetings at which you were granted a 25-percent pay raise, together with an agreement to make such raise retroactive to last January 1, and to the fact that under our agreement with

you we have made these retroactive payments and are paying the increased wages to every craft represented by you. These negotiations left open only our consideration of certain claimed inequities and some suggestions for changes in working conditions.

Again, in your statement that we have failed to give you "the security of signed union contracts," you overlook the fact that you have the security of interim agreements which were exchanged between us covering these matters.

You say you do not recognize the existence of any jurisdictional dispute despite the fact that one of your members, the carpenters' union, supported by other members, informed us that unless we changed the allocation of work for the carpenters as determined by the final and binding decision of the A. F. of L. executive council committee of three of December 26, 1945, you would not work upon our sets, describing them as "hot sets."

The fact is that there is a dispute between you and another group of unions as to the right of that committee to change its decision without the consent of all the parties thereto. In view of the fact that the directive of December 26, 1945, was stated to be final and binding upon all parties concerned, including ourselves, we have no choice but to follow its provisions as we agreed to do.

Your demand to the contrary is particularly unjust in view of the provisions of the interim agreement of July 2, which provided that any dispute other than wages should be submitted to arbitration; that "Skelton and Brewer will get together and make an agreement covering arbitration. Basis of arbitration will be the A. F. of L. three-man directive," and in which agreement your further agreed "to let each studio interpret the directive and award the work where, in its judgment, it belongs under the directive, and no work stoppage will be ordered for the next 30 days or until the arbitration machinery is set up."

The work award by the studios is in strict accordance with the December 26, 1945, final and binding decision to which agreement we and all affected labor organizations were parties, and we cannot, without the consent of all parties, in any way modify that decision, directly or indirectly.

Despite this agreement, the unions involved have not set up the arbitration machinery provided for and your membership engaged in work stoppages because you differed with the work award of these studios. The creation of such arbitration machinery was a vital provision of the interim agreement.

In conclusion, we must advise you that in view of the charges you make in your telegram, of your deliberate misinterpretation of the facts of our negotiations, of the agreements we have reached, and the present situation between us, we feel that we are justified in deferring further negotiations until you have made clear to us your willingness to deal and act in good faith.

PAT CASEY.
Chairman, Producers Committee.

Mr. PRICE. Western Union telegram dated September 24, addressed Pat Casey [reading]:

In published statements this morning and in circulars distributed at all studios we called attention to your mass, unprovoked, indiscriminate lock-out of hundreds of carpenters and painters which began early Monday—

Mr. McCANN. What date did it begin, September 23 or 24?

Mr. PRICE. The 23d was the date of most of that. I can't just recall, but I would judge it began early Monday. That would be the 23d; yes, sir.

Mr. McCANN. It calls it a lock-out, as I understand, and you called it a strike.

Mr. CASEY. A jurisdictional strike.

Mr. McCANN. All right; a jurisdictional strike. Go ahead.

Mr. PRICE [reading]:

which began early Monday, a few hours before we, at your own suggested time, were to begin negotiations with you for long-delayed contracts. These men were locked out solely and simply for following a directive of the American Federation of Labor dated December 26, 1945, and reaffirmed August 16, 1946. We further again charged you with trying to provoke a strike and called upon you to rehire these employees, also to live up to the A. F. of L. directive and to consummate

contracts with our unions. The only alternative, we said, would be for our members to act to regain their jobs. Since making this statement and serving notice upon you, more of our members have been locked out, all for the same reason. We demand that this cease. We further demand that you meet the three conditions previously outlined by us for restoring harmony within this industry. We demand that you agree to meet these conditions not later than 6 o'clock p. m. Wednesday September 25, 1946. Otherwise, responsibility for events which will follow are yours and solely yours.

Conference of Studio Unions, Herbert K. Sorrell, president; Building Service Employees, Local 278; IBEW, Local 40; Machinists, Local 1185; Molders, Local 374; Moving Picture Painters, Local 644; Screen Cartoonists, Local 852; Screen Publicists, Local 1489; Screen Set Designers, Local 1421.

Mr. PRICE. September 25, 1946; this is a telegram—

Mr. McCANN. How much more of that is there?

Mr. PRICE. Quite a bit more of this.

Mr. McCANN. Let's stop there. I want to ask him some questions. Just leave those which you haven't read, and let us take them.

Mr. PRICE. I was just looking in here. I think that this one really finishes the September situation and then there is quite a gap.

Mr. McCANN. All right; let's have that wire.

Mr. PRICE. This wire was apparently sent to all members of the Conference of Studio Unions, as per attached list, then there is a long list. [Reading:]

SEPTEMBER 25, 1946.

Answering your wire of September 24, be advised that none of your members have been locked out. We certainly are not required to retain men who, in violation of our agreement, engage in work stoppages, declaring sets to be "hot," and refusing to do work assigned to them.

If we receive acceptable assurances that the men will do the work assigned to them, we will be glad to have them return to their jobs.

PAT CASEY,
Chairman, Producers Committee.

Herbert K. Sorrell, president, Conference of Studio Unions, 4157 West Fifth Street, Los Angeles 5, Calif.

Building Service Employees, Local 278, 1154 North Western Avenue, Hollywood 27, Calif.

International Brotherhood of Electrical Workers, Local 40, 1125 North Highland Avenue, Hollywood 38, Calif.

International Association of Machinists, Local 1185, 1627 North Cahuenga, Hollywood 28, Calif.

International Molders and Fountry Workers' Union of North America, Local 374, 2033 West Seventh Street, Los Angeles 5, Calif.

Brotherhood of Painters, Decorators, and Paperhangers of America, Local 644, 4157 West Fifth Street, Los Angeles 5, Calif.

Screen Cartoonists, Local 852, 6272 Yucca Street, Hollywood 28, Calif.

Screen Publicists, Local 1489, 6461 Sunset Boulevard, Hollywood 28, Calif.

Screen Set Designers, Illustrators and Decorators, Local 1421, 1995 North Sycamore, Los Angeles 28, Calif.

Mr. McCANN. Now, let's separate those and give them to the court reporter and we will ask some questions for a while and stop reading that.

I think we have heard enough at this time, Mr. Casey, to ask at least two or three pertinent questions which seem to be on established facts.

There seems to be no question that the unions agreed to be bound by the Beverly Hills contract.

Mr. CASEY. That is correct.

Mr. McCANN. Did they live up to that?

Mr. CASEY. Until the strike.

Mr. McCANN. Until the strike, at what time—in September?

Mr. CASEY. September.

Mr. McCANN. Was there a stipulation between industry, the ITASE, and the carpenter group to be bound by the findings of the commission appointed by the A. F. of L. council?

Mr. CASEY. A written stipulation?

Mr. McCANN. Yes.

Mr. CASEY. Not that I know of.

Mr. McCANN. Was it purely oral?

Mr. CASEY. It was purely oral, in my understanding. They all agreed in Cincinnati they would, but there was nothing in writing to that effect that I have ever seen.

Mr. PRICE. I think that is correct.

Mr. LUDDY. That is correct.

Mr. McCANN. You think that is correct?

Mr. PRICE. Reiterated by everybody in writing. You can see that in all these letters.

Mr. McCANN. Do you know whether at the meeting in Cincinnati there were secretarial notes taken or a record made?

Mr. CASEY. I understood when they came back from Cincinnati that there had been minutes of that meeting taken, but I have never seen the minutes. I don't know whether anybody else has or not.

Mr. LUDDY. You have introduced in evidence—

Mr. McCANN. Off the record.

(Discussion off the record.)

Mr. McCANN. There is an exhibit which says it is binding upon the people, but the people themselves don't have anything in writing, apparently, binding them to it. In other words, the committee comes out and says, "This is binding upon all the parties," as I understand it, Mr. Luddy.

Mr. LUDDY. Further than that, the committee comes out and points out all the parties agreed that it would be final and binding.

Mr. McCANN. I say, there is a statement of fact by the committee and not a statement of fact by industry and by the IATSE and by the Conference of Studio Unions. I am trying to draw that distinction.

Mr. LUDDY. Mr. Benjamin has called attention to the fact the original directive—not of the three-man committee, but of the executive council of the American Federation of Labor—specifically set that forth.

Mr. McCANN. Has that been received in evidence?

Mr. PRICE. It is quoted in the finding—in the arbitration award.

Mr. McCANN. All right; it is quoted; fine. Let's proceed with this point: They accepted that and operated under that until August 16, 1946; did they not?

Mr. CASEY. I don't know—until the date of the strike. They operated from the time of the Beverly Hills agreement until the time of Cambiano notifying us the next morning they wouldn't go through.

Mr. McCANN. Did you have any trouble at all between these unions with respect to jurisdictional problems from December 26, when the original directive came out, and August 16, 1946, when this interpretation of the directive came out?

Mr. CASEY. Yes, sir.

Mr. McCANN. You did?

Mr. CASEY. Yes, sir.

Mr. McCANN. Was it still just as hectic as before?

Mr. CASEY. Practically, except during the time they appointed me for the 30 days, to be the sole arbitrator. I had plenty of it every day during those 30 days.

Mr. McCANN. They just didn't walk out on a strike during that period?

Mr. CASEY. No, sir.

Mr. McCANN. They continued to have the squabble?

Mr. CASEY. That is right, sir.

Mr. McCANN. There wasn't any peace?

Mr. CASEY. There was not.

Mr. McCANN. After the signing of the conciliation group—or the arbitration group.

Mr. CASEY. No, sir.

Mr. McCANN. Now, Mr. Casey, do you know historically—and I am trusting now to your experience as an industry man—who has had jurisdiction over carpentry work in the studios?

Mr. CASEY. Over carpentry work?

Mr. McCANN. Yes; I mean by that the erection of sets on the stages, if I may use that expression.

Mr. CASEY. I would like to explain that thing so you will probably understand it.

Mr. McCANN. I wish you would for the benefit of the committee.

Mr. CASEY. Originally, the carpenters built these sets. Then the laborers carried those sets from the mill to the stage. The carpenter came over and laid out his floor plan. Then he set these sets up. Then he put on his trim and everything else, until it was ready to shoot.

After it had been shot in the picture, the grips came in, took it apart, saved whatever they wanted to save, put it in storage, or what they didn't want to save they turned over to the laborers, and the laborers burned them up.

Now, it got to be a situation of where some of these studios didn't have a big enough mill to build all of their sets. So they started, then, to build some of the sets, from the inception of them, right on the stages in some studios, but not in all. Even those were built by carpenters—the grips and the carpenters working together, hand in hand. There might be a little squabble once in a while about something. It was something that was settled, and we never had a bit of work stoppage, that I remember, between the grips and the carpenters.

As I understand it, although I have never seen the document, when this directive was issued and when this three-man committee came out here to straighten this thing out, if I remember correctly, the directive stated that for the first 30 days the unions would have the right to get together and see if they could settle their own jurisdictional problems. Failing to do that, then the committee stepped in and they took it over.

During that first 30 days there was an agreement entered into, I have been told—I have never seen it—between the grips and the carpenters, making a division of the work.

Mr. PRICE. That is exhibit 6.

Mr. LUDDY. It is in evidence. I submitted it to you the other day.

Mr. McCANN. It has been received in evidence, has it?

Mr. CASEY. I don't know; I have never seen it.

Mr. PRICE. Yes; it is in evidence—exhibit 6.

Mr. LUDDY. Yes.

Mr. CASEY. All right. Now, after the committee made the decision that the IA were to do the erection of sets on stages is where the trouble commenced. The IA then demanded that all of the sets that had been made by carpenters before on stages was their work under this jurisdiction, because they were built on stages.

Mr. KEARNS. Were they qualified to do it?

Mr. CASEY. That I can't answer, except personally. I don't think they were, but I didn't hire them and I don't pay them. I have told you of one illustration where I went and saw they weren't very well qualified.

Mr. McCANN. Now, there is a witness behind us I want to hear, Mr. Chairman, so he can go. He has business tomorrow.

They have had such fanciful requirements as this: If a house built on rockers—

Mr. CASEY. Yes, sir.

Mr. McCANN. The IATSE—

Mr. CASEY. Property department claimed the building of that because it rocked.

Mr. McCANN. Because it rocked?

Mr. CASEY. Yes, sir.

Mr. McCANN. And yet it might be just as big a house as if it was on a foundation?

Mr. CASEY. Three times as big, possibly, but as long as it moved—as long as it rocked—local 44 of the propertymen claimed that that comes under their jurisdiction.

Mr. McCANN. Did they claim that of desks and chairs and tables—movable things?

Mr. CASEY. Most of that stuff is either bought or made—a desk or a chair—but it has come to my attention that sometimes if there was a table, such as you are sitting at there, and you had bought it and another one was to be used in the picture, the propertymen demanded they build the other table. But I don't think they got away with it.

Mr. McCANN. Now, there is somewhere in this evidence a conversation which has been mentioned between either the unions and this committee of arbitration from the American Federation of Labor or between the actors' association and the committee of arbitration. Who was that between? Do you know anything about that?

Mr. CASEY. Well, as I understand it, the American Federation of Labor executive board held a meeting in Chicago, and a committee of actors went back there, with others—I think some of the CSU—to try to straighten out this difficulty.

They got back there and I believe they presented their case—the actors did—and then they demanded that the AFL do something.

Mr. McCANN. And was there a record made of what took place there?

Mr. CASEY. Just a minute. I dont know whether there are minutes—I believe there were minutes of that meeting, naturally, back there.

Mr. McCANN. Do you know whether that is true, gentlemen?

Mr. LUDDY. What you are asking him about, I am sure, relates to a several-party telephone conversation.

Mr. CASEY. That was afterward. We will get to that.

Mr. LUDDY. That is what you have in mind, when you are asking about it now.

Mr. McCANN. I have heard so much about different meetings and different records—

Mr. CASEY. After they came back from Chicago again everybody was muddled up. One said this and another said that.

I understand—I wasn't there, but it was a matter of record around somewhere—there was supposed to be a three- or four-party line telephone conversation between a committee of the actors, between Sorrell and his group, and between two of the committee; Mr. Doherty, at the time, being on his way to Europe, they couldn't catch him on the boat.

Now, that conversation got muddled up as bad as everything else did. Then I understand after that conversation there was a meeting at one of the places around here among the actors and everybody else, and a telegram was brought in that night stating to pay no attention to the conversation that they had given over the telephone.

Mr. McCANN. Let me speak to counsel here for the record.

Mr. CASEY. Yes.

Mr. McCANN. Did I understand you have a transcript of that three- or four-way conversation over the telephone?

Mr. LUDDY. I will furnish you with what I am sure all parties will agree is a correct copy of a stenographic transcript of all of the conversation had. I think there were some 8 or 10 persons that were in on different connections—Mr. Sorrell, Mr. Arnold, Mr. Reagan, Mr. Shelton, and two or three others. And that has been printed and has been publicly distributed many times.

Mr. McCANN. It has been?

Mr. LUDDY. I will furnish you with what I understand is a correct copy of the transcript of that telephone conversation.

Mr. COBB. Do you have several of them?

Mr. LUDDY. I have several of them, and I will give you one.

Mr. McCANN. I would appreciate it if you will get that to me this evening, Mr. Luddy, so I may familiarize myself with it. There seems to be so many angles here, Mr. Chairman, that a person has to do much night reading and after-session reading. Is there a telegram in there that is supposed to follow that says to disregard that?

Mr. LUDDY. I don't have that.

Mr. SORRELL. We have.

Mr. McCANN. You will bring that this evening?

Mr. SORRELL. I will bring it.

Mr. McCANN. I would like to see the telegram. I would like for that to be brought to my hotel.

Now, Mr. Chairman, in order to get to these other men, if you will excuse me, I wanted to break the reading of this and excuse Mr. Casey until tomorrow morning and call these other two men briefly, so they can get about their business; they are both occupied. Could we run until 4:30?

Mr. KEARNS. Yes. There is one thing I want to clear up. As this testimony progresses here, we hear of all these meetings, all these conferences, and I haven't heard any evidence yet where it came out of any of these meetings where they ever did anything they agreed to do at the meetings.

Mr. CASEY. That is right.

Mr. KEARNS. It seems to me pretty soon now we have to take inventory, and we have to evaluate what was ever accomplished out of these meetings—who came home from such and such a place and agreed to do at that place certain things when they got back on their home soil here. That is the thing I am perturbed about. It looks to me like it is just a wheel of confusion.

Mr. McCANN. Mr. Chairman, the conclusion that is sort of forming in my mind—I don't know whether it is correct or not—and I want to get Mr. Casey's point of view on it, is this: There have been dozens of little men trying to solve a big problem, without the approval and cooperation of the two or three men who have the authority to settle it.

Mr. CASEY. That is correct.

Mr. McCANN. Those men have stood out and refused their cooperation in the solution of a problem which affected the lives of thousands of ordinary workers who have suffered as a result of that. Is that a fair assumption, Mr. Casey?

Mr. CASEY. I say it is.

Mr. LUDDY. May I state there, Mr. Chairman—

Mr. KEARNS. It is like the old saying they sent a boy out to do a man's job.

Mr. McCANN. That is the impression I am getting. I wondered if it isn't sound. Will you say—

Mr. LUDDY. Mr. McCann, Mr. Walsh has made repeated efforts time and time again to meet Mr. Hutcheson.

Mr. KEARNS. Just a minute.

Mr. LUDDY. The last meeting was in Washington.

Mr. KEARNS. I didn't grant you time for testimony and we do not want any expression from you.

Mr. McCANN. We will be glad to hear from Mr. Walsh on that and we expect him to meet it. I say this is the impression that is coming to me from all these telegrams and letter, that boys have been trying to settle a man's job. That is the issue.

Mr. Chairman, at this time may we excuse Mr. Casey?

Mr. KEARNS. So granted. He just has a leave of absence, though.

Mr. CASEY. That is right, sir.

Mr. McCANN. We will call him back again.

I would like to ask the gentlemen whom I promised to hear this afternoon, the first one being Mr. Hopkins, to take the stand. He is desirous of getting away. After him Mr. Sax will be heard.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. HOPKINS. I do.

Mr. KEARNS. Proceed.

TESTIMONY OF WILLIAM K. HOPKINS, DIRECTOR OF INDUSTRIAL RELATIONS, COLUMBIA PICTURES CORP., LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. HOPKINS. William K. Hopkins, 1438 North Gower, Hollywood; Hollywood 3181.

Mr. McCANN. Did you give your telephone number?

Mr. HOPKINS. Yes, sir.

Mr. McCANN. State by whom you are employed and in what capacity.

Mr. HOPKINS. Columbia Pictures Corp., as director of industrial relations.

Mr. McCANN. How long have you held that job?

Mr. HOPKINS. I went there in 1941 and remained until 1942. I left there July 1, 1942, and was loaned to the Government for 2 years, and came back in August of 1944. I have been there since.

Mr. McCANN. You have been there through the two most recent strikes—

Mr. HOPKINS. Yes, sir.

Mr. McCANN. Or work stoppages or lock-outs or whatever they may be. You have been there during those periods?

Mr. HOPKINS. Yes.

Mr. McCANN. Will you tell us, in your own words, the story as you have observed it? I mean the facts as you have observed them?

Mr. HOPKINS. Well, I am afraid, Mr. McCann, I couldn't cover that subject in a few minutes. That would take a long, long time. I refer to the previous comment about the man and the boy. I am the boy, to a certain extent, Mr. Chairman, in this discussion, in that our work in my office has to do with the administration of the policies that are determined by the executive labor committee.

Mr. McCANN. Then you confine yourself to the work which you have had to do and your observations as a result of the decisions that others have made. Tell your story as you have seen it.

Mr. HOPKINS. Well, you have heard the various documents read, some having to do with directions from the IA, some orders from the CSU, the conference, and oftentimes following the receipt of those communications by Mr. Casey's office we have been instructed as to what policy to follow in the administration of the situation for that particular problem.

Mr. McCANN. Whom did you get your instructions from?

Mr. HOPKINS. My instructions would technically come from Mr. B. B. Kahane, who is my immediate superior. However, as the chairman of the labor committee, Mr. Kahane authorized representatives of that committee to inform the labor managers in the various studios as to what the policy was and how it had been determined by the top labor committee. So oftentimes we would take our instructions from Mr. Casey's office, on behalf of Mr. Kahane, who gave them the instructions as chairman of the committee.

Mr. McCANN. I see. As a matter of fact, all of you industrial relations men were functioning under the general philosophy or the general instructions of Mr. Casey.

Mr. HOPKINS. Mr. Casey's office.

Mr. McCANN. Or Mr. Kahane.

Mr. HOPKINS. Yes, that is correct; Mr. Casey's office.

Mr. McCANN. Now, then, when this first issue arose back there in 1945, will you tell us what effect it had on your work and give your observations as to what took place.

Mr. HOPKINS. On March 12, 1945, the beginning of the first major strike, we, of course, had a very serious problem in that we lacked for a number of days sufficient men to build the sets and to paint the sets and other work which was vital to the production of motion pictures.

It was quite serious for a number of days until we began to employ replacements to take over that work in order to keep our sets and production rolling.

Mr. McCANN. What sort of quality were your replacements?

Mr. HOPKINS. In the first strike I would say the quality of the replacements for the first several weeks was not very good. However, it was a matter of degree. In some cases they came in from war jobs where they had been released. At that time the war-production requirement was gradually dropping off on the west coast, and a substantial number of men had qualifications, but the majority of the men were not experienced and were not highly satisfactory because they hadn't had sufficient training.

Mr. McCANN. Now, will you explain what this meant to you in the construction line? I believe you said that the facts were that you have three or four stages and that by reason of the stoppage of these men, or the jurisdictional struggle, whichever it was, it would sometimes cost you as much as \$10,000 a day.

Take up that problem and describe it to the committee in your own way.

Mr. HOPKINS. I was asked as to what costs were involved in this type of problem, and while this statement is not necessarily factual nor entirely accurate, it is a personal opinion from observation as to the approximate costs that might be involved with an average picture. Somebody may disagree with this, but this is an average. We have some pictures that cost much less and others that cost a great deal more. I would say for an average picture, where you have a cast of some importance and a sizable crew, that it would cost you, with overhead and all expenses, approximately \$10,000 a day.

Now, to explore that further, in certain studios, particularly the one in which I am employed—Columbia—we haven't the large number of stages which some of the large companies have. However, we make a great many pictures at our studio, in number, with the result all of our stages are busy at all times.

For the most part that means that when we are shooting on one stage today, on Wednesday—tomorrow—that same company has to be moved to a stage next door or on the lot some place which is being constructed today, in order to accommodate them tomorrow. So that the third day they can take down the set they are now shooting on and rebuild another set to use the fourth day or the eighth day, meaning we need three or four stages oftentimes to complete one motion picture, with the result that with the set built on the second stage, if it is not ready for occupancy by the shooting company the following morning and cannot be used, we are obligated to maintain the salaries and all the expenses of the company, involving around \$10,000 a day.

Mr. McCANN. Did these jurisdictional battles create any additional cost to you?

Mr. HOPKINS. Substantially.

Mr. McCANN. Tell us about that.

Mr. HOPKINS. You asked me, first, about the first strike. I suggested that during the first several weeks of the first strike it was very costly. It was quite difficult to obtain experienced men and train them—a program of trying to develop men, inexperienced people, on how to do the job. It was very, very costly and required perhaps twice as long in the first several weeks to get the sets built and constructed. You had to time your picture differently. You had to readjust your people and readjust your sets, in order to have your sets completed.

This strike, I believe, lasted 8 or 9 months, and as time went on obviously the people began to improve in their ability and the situation began to gradually improve. From my opinion it was gradually improved to the extent we were operating fairly satisfactorily—at least, we were getting all of our pictures made—until the settlement which came about on October 31, 1946.

Mr. McCANN. Now, when that settlement took place, what happened then?

Mr. HOPKINS. The following day, as I recall, under the Cincinnati agreement, every single person, whether he be a department head or foreman, or on down the line, and regardless of any union or if he belonged to the CSU, returned to his job unless he happened to be ill or out of town. In those cases we leaned over backward and brought them back to work as soon as they were able—they were to come to work if it was within a reasonable period of time. We had a couple of men in Mexico and some that were ill; they came back later. *

Mr. McCANN. Will you explain to the chairman what you told me out in the hall with respect to the building of a ship or the building of some particular house, and the problems you had between the IATSE and the carpenters on that?

Mr. HOPKINS. I am afraid you have the wrong man, Mr. McCann. I didn't mention anything to you in the hall about a ship.

Mr. McCANN. What was it you were talking to me about?

Mr. HOPKINS. I was laughing about a situation that arose recently in regard to a jurisdictional problem. It struck me as being humorous, that is why I referred to that one case, out of perhaps several hundred, which have been more serious. It struck me as being a little bit humorous recently when we had a location about 30 miles from Hollywood, and we had about 25 holes that had to be dug in the ground about 2 feet deep and perhaps 8 inches in diameter.

Mr. McCANN. How much in diameter?

Mr. HOPKINS. About 8 inches, maybe 10. The idea was to dig the holes, to put some fence posts in them, to build a fence. They got out there and it seemed as though they had to dig 3 or 4 more holes. They had about 25 to put the posts in, but they decided to dig 4 or 5 more holes to put some bushes in.

Well, we got that job done. The next day I had a telephone call and I was pretty badly ribbed because we didn't send a truck or bus out there with two men from another labor organization to dig the other three holes.

Mr. McCANN. You mean you had two different common laborers?

Mr. HOPKINS. Both labor organizations.

Mr. McCANN. Both were common labor organizations in the unions. One of them dug all of the holes in the ground—

Mr. HOPKINS. Yes, sir.

Mr. McCANN. And since you put plants in three or four holes, instead of putting fence posts, you were bawled out by the laboring union for having not sent out two men from the studios for digging those two or three holes.

Mr. HOPKINS. If we were going to discuss that, those are minor. There are so many more that are more important. Recently we had a situation in Catalina Island they hadn't contemplated. In an emergency a situation developed, and in that case you have to do something, when you didn't happen to foresee some minor thing like digging another hole. This was about 4 feet square; I think the right man dug the hole. I am not quite sure.

Eight days later I had another telephone call in which the gentlemen suggested I made a horrible mistake. I said, "It is 8 days. I can't go back and cover up the hole." I said, "What should I have done, lease an airplane and send one of your laborers over to Catalina Islands to dig that hole?"

He said, "I think that would have been in line with the contract."

I said, "The hole is dug and I think we can forget about it."

He said, "This time we will let it go. But next time, watch it."

Mr. McCANN. And who called you and told you that?

Mr. HOPKINS. Is it necessary to bring this individual in here? I hardly think it is fair to mention any one particular man. There are very few labor men in this room but that know I am telling the truth and will recognize the problem. They can see it themselves. I can bring in the name of 50, if you want them.

Mr. McCANN. Let's forget it. I am not interested in calling out the name of a particular representative of a minor union. We have not hesitated to call Mr. Hutcheson by name.

Mr. HOPKINS. I am not hesitating. If I were going to give names I prefer beginning and giving a lot of them. I could call off 50.

Mr. McCANN. Mr. Chairman, that is all I have. Do you have anything further to offer for the committee?

Mr. KEARNS. I want to ask you one question. What did you say you figured the cost of this strike to the men would be for a day?

Mr. HOPKINS. I would say that, regardless of the people available, whether they be on strike or whether you have in mind the problem that results from the shutting down of a picture for 1 day that is on production, that the average cost would be around \$10,000 a day. If you have 50 companies or members in the entire industry, I think you would find a half-a-million-dollar loss a day. I don't think any industry could stand that very long, and the reason why—

Mr. KEARNS. Wait a minute. Who pays for this?

Mr. HOPKINS. The producer—the company pays for it.

Mr. KEARNS. Are you sure of that?

Mr. HOPKINS. Well, the money comes from the employer, I think, when you pay the salary.

Mr. KEARNS. I think the public pays for it, because you have got to pay the price of the tickets to see a movie, and when you go to the show it is certainly passed on to the public in that line.

Mr. HOPKINS. I have been surprised myself at how far a \$5 bill goes, taking the family around.

Mr. KEARNS. I wonder how much further the public is going to keep on going to the pictures, with this money they have to pay to see a movie today. There must be a stop to it sometime. It can't go on forever. The public pays in the end. That is what Congress is interested in.

Mr. McCANN. I want to ask one other question at the request of Mr. Cobb.

Who instructed you to lay off the carpenters and painters on September 23, 1946?

Mr. HOPKINS. No one instructed me on that date to lay off carpenters and painters. I was instructed on, I think, around the first or the middle of September, I believe, when we found that the carpenters and painters would not take the work assigned to them. We were somewhat perplexed as to what to do about the situation, and I think at that time we, the labor managers, were informed through the appropriate channels that we were not to discharge those men, that we were to ask them to do the work which they had already done—they had built sets, and certainly the painters had always painted. We were to ask them to do the work, and if they refused to do the work we were to ask them to leave the premises if they would, and to give them their money they had coming at that time.

Mr. McCANN. When you say "through the appropriate channels," who told you that?

Mr. HOPKINS. That came, as I recall, from either Mr. Casey's office or through a bulletin or a letter from Mr. Pelton, I have forgotten which.

Mr. McCANN. But you received your instructions either from Mr. Pelton or from Mr. Casey's office?

Mr. HOPKINS. That is correct.

Mr. McCANN. As to how to handle that?

Mr. HOPKINS. And then in turn the men were handled as individuals, every man was handled personally by the department head concerned, the paint department head and the construction department head. Each man was asked, "Will you, Joe Brown, take this job on stage 8?" And if he said, "No, I am sorry, I cannot do it," then we asked him if he would leave the premises if he would not work.

Mr. McCANN. When did you get those instructions, do you remember?

Mr. HOPKINS. It seems to me it was around the middle of September. However, we did the thing gradually. It was not done in mass, because I think most of us felt that from day to day, because, as the chairman has pointed out, it seems as though a lot of things happened very rapidly, but oftentimes they were not followed through on, and I think lots of us had hoped that, perhaps, day by day, Mr. Sorrell and Mr. Walsh and others would be able to work out this problem, and the strike would be over, you know. So it was not done in a great big hurry, until the last, the latter part, about the 23d—I guess it was about that time—we still had a large number—we had perhaps 25 left out of maybe 175 men. We decided to go ahead and shoot the works, and at that time we asked them, too.

Mr. McCANN. That was about September 23d?

Mr. HOPKINS. That is correct.

Mr. McCANN. Tell me this. Did you have those instructions in writing or orally?

Mr. HOPKINS. I believe they were oral. I am not positive about that.

Mr. McCANN. Now, Mr. Hopkins, you were War Manpower Commissioner during the time of the war, were you not?

Mr. HOPKINS. For 2 years.

Mr. McCANN. How did the employment of nonunion men during the war affect the labor shortage at that time?

Mr. HOPKINS. That depended entirely upon the local situation in the individual plant. It happened that during the war a great many companies that had not been organized prior to the war became highly organized. In fact, I think every shipyard and every aircraft plant on the west coast, with the exception perhaps of Douglas, was organized, and I think I could safely say that 75 percent of the important war plants on the Pacific coast were organized.

Mr. McCANN. That is all, sir; unless the chairman has some questions, we will excuse you.

Mr. KEARNS. That is all, thank you.

Mr. McCANN. Mr. Sax.

Mr. KEARNS. Do you solemnly swear that the testimony that you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SAX. I do.

TESTIMONY OF CARROLL SAX, LABOR RELATIONS MANAGER, WARNER BROTHERS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. SAX. Carroll Sax, 7257½ Hollywood Boulevard.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. SAX. Warner Brothers Studios, as labor relations manager.

Mr. McCANN. How long have you held that job?

Mr. SAX. For 8 years.

Mr. McCANN. Would you state, please, what your duties are as labor relations manager at Warner Brothers?

Mr. SAX. Well, I administer the contracts that are in effect, contracts we have with various unions.

Mr. McCANN. Are you the top man in labor relations at Warner Brothers?

Mr. SAX. Yes, sir.

Mr. McCANN. Were you on the bargaining committee of the industry or did you just carry out their instructions as they came to you?

Mr. SAX. No; I carried out the instructions as they came to me.

Mr. McCANN. And consequently all of the agreements and disagreements and problems which the committee that handled the negotiations with labor had were then tossed into your lap and you had to work with them?

Mr. SAX. That is correct.

Mr. McCANN. Will you tell in your own language what your problem was during the first strike, as industrial relations manager of Warner Brothers?

Mr. SAX. When the strike started in the early part of March, our mill was dark for about a week because of the refusal of certain prop makers to do carpentry work, and after this had continued for about a week, men came into the mill from local 44 and performed the carpenter work, and then later men were brought in as replacements to replace those men in the mill.

Mr. McCANN. In other words, when the carpenters walked out in March of 1945, your prop makers or your grips—do you call them “grips”? —

Mr. SAX. Grips, that is correct.

Mr. McCANN. Refused to take the place of the carpenters and do that carpentry work?

Mr. SAX. Not all of them, no.

Mr. McCANN. Practically all of them?

Mr. SAX. There were some—there were probably some 25 or 30 prop makers who refused to do the carpentry work.

Mr. McCANN. Were they members of the carpenters' union, too?

Mr. SAX. No, no; they were members of local 44, prop makers.

Mr. McCANN. What about membership in the two unions? Were there many of your men who carried cards in both unions?

Mr. SAX. It is possible. I wouldn't know. They might carry cards in both locals.

Mr. McCANN. After about a week, though, you brought in outsiders from other sources, did you not? Where did you get those outsiders?

Mr. SAX. The IATSE supplied those replacements.

Mr. McCANN. What were their qualifications to do the work?

Mr. SAX. We knew nothing about their qualifications other than they were supplied as carpenters.

Mr. McCANN. Did they do the job as carpenters?

Mr. SAX. Well, they did the job fairly satisfactorily. I would not say that they did the job as efficiently as the carpenters had worked themselves.

Mr. McCANN. How long did that continue, sir?

Mr. SAX. That continued right straight through until later on in the year.

Mr. McCANN. When the strike ended?

Mr. SAX. When they came back—that is right—in October.

Mr. McCANN. Then you let those people go, did you, and put in carpenters on that work?

Mr. SAX. That is correct.

Mr. McCANN. Now, will you tell us what followed in the strike which came on that fall?

Mr. SAX. Well, then, in the fall, in September, when the sets were declared hot, we sent carpenters and painters to the various stages, and they refused to do the work.

Mr. McCANN. When did they start refusing to do this work?

Mr. SAX. I think around the middle of September, I would say. I don't know the exact date, but we did have a set at the photograph studio out there where the carpenters refused to do certain of the work and we laid them off.

Mr. McCANN. Did you lay them off about the middle of September?

Mr. SAX. It was about the 18th or 19th, I think.

Mr. McCANN. You laid them off before the 23d when they refused to do the work?

Mr. SAX. I think that is true.

Mr. McCANN. Did you continue to lay them off on up to the 23d?

Mr. SAX. Yes; we continued to lay them off later until the end of the month, when they were all laid off.

Mr. McCANN. You laid off the rest of them on the 23d, did you?

Mr. SAX. I think that is correct.

Mr. McCANN. Did you lay them off before they refused to do the job?

Mr. SAX. No; we asked them to do the job, told them to go to the stages, and they refused to do the job; some of them went to the stages. We laid them off.

Mr. McCANN. Did you make the checks out before that or afterward?

Mr. SAX. Not the checks; no; we didn't make them out before.

Mr. McCANN. In other words, it was not a converted lay-off on the 23d by your industry, and that all the carpenters and painters were to be laid off?

Mr. SAX. No; I think that required a couple of days—2 or 3 days.

Mr. McCANN. Did you get instructions on that from Mr. Casey?

Mr. SAX. From the office; yes.

Mr. McCANN. You got them from the office, and did you get instructions on the 23d you were to lay all those men off that were not on the job?

Mr. SAX. I think the instructions came a day or two before. I am not sure of that. I couldn't say, but it was approximately that time.

Mr. McCANN. Did they tell you when to get rid of them?

Mr. SAX. They told us to have the men do the work, and if they didn't do the work, to lay them off.

Mr. McCANN. Were your instructions written or oral?

Mr. SAX. They were oral.

Mr. McCANN. How long before the 23d did you get those instructions?

Mr. SAX. Oh, I don't remember. It must have been a couple of days before.

Mr. McCANN. Might have been a couple of days before.

Now, have you anything to offer, sir, to help us in that problem? Do you have any personal opinion—living close to the industrial problems of the Warner plant—have you a personal opinion as to the cause of all this situation and have you any recommendations as to the cure of it?

Mr. SAX. Well, I think the problem has been pretty well covered relative to this desire for power or control by the various internationals. We do have some of it on the local level where we have that problem.

Mr. McCANN. You have little bosses and big bosses?

Mr. SAX. That is right.

Mr. McCANN. Do you find that same problem, that same yen for power, is also responsible in local circles for a great many of the problems?

Mr. SAX. We do have that. You have that in certain instances where there are locals that are vying for certain work jurisdictions involved.

Mr. McCANN. What did you do with the IATSE men who refused to do the carpenter work during the first week after they were laid off?

Mr. SAX. They were laid off.

Mr. McCANN. You laid off the IATSE men?

Mr. SAX. Yes, sir.

Mr. McCANN. How many men did you lay off?

Mr. SAX. I don't know. I think there were possibly 15 or 20. I am not sure about that.

Mr. McCANN. Do you include among those carpenters and painters, both?

Mr. SAX. No, no; those were just the prop makers.

Mr. McCANN. Just the prop makers, on account of the prop makers refusing to do carpenters' and painters' work; is that it?

Mr. SAX. No; just the carpentry work. As the result of that, as I say, we didn't open our mill for a week; it was dark; we could not operate it.

Mr. McCANN. You laid off 15 or 20 of them?

Mr. SAX. Yes.

Mr. McCANN. Would you furnish me a list of those that you laid off at that time, who refused to do the carpentry work?

Mr. SAX. Yes.

Mr. McCANN. That seems to me to be rather important data, Mr. Chairman, and I think it is a protection for the industry and a protection for the IATSE—it is a protection for everybody—to know that this was done. It gives us a chance to check and we can see whether they went back the next day or whether they were laid off in good faith. I ask that, when this list is received, it be marked "Exhibit No. 10," and filed for reference.

Mr. KEARNS. I think this question is well taken.

Mr. McCANN. I think what we want here is the truth, and if it hurts anybody, let that fall where it falls.

Do you have a record of the number of permittees today, Mr. Sax, working on IATSE cards?

Mr. SAX. I don't think we have a record of the permittees.

Mr. McCANN. We want the facts now, and I am not trying to make an unnecessarily long record for the Congress; we don't want that, but I am thinking in terms of the facts. We want to know, if it is possible for you to tell me, how many of the men who have stayed in the studios—carpenters and painters, and those that are out on strike—are working as bona fide union-labor men, or working as permittees. Do you know?

Mr. SAX. No; I don't. I couldn't tell you that offhand. I wouldn't know.

Mr. McCANN. When these men come to you for a job they have to show you a card?

Mr. SAX. They have evidence when they come to work; yes.

Mr. McCANN. When they have the evidence, that is all you are interested in?

Mr. SAX. That is right.

Mr. McCANN. You don't have any check-off?

Mr. SAX. No.

Mr. McCANN. You don't have to pay the union anything from the pay of these men?

Mr. SAX. That is right.

Mr. McCANN. Have you anything else that you can offer to help us with in the way of information?

Mr. SAX. No; I have not.

Mr. McCANN. Have you had any jurisdictional trouble with the IATSE unions since the carpenters are out?

Mr. SAX. Well, no; we have gone along fairly satisfactorily.

Mr. McCANN. That is not exactly it, sir. I mean, do the IATSE members fight among themselves, now that the carpenters are out?

Mr. SAX. Not particularly; no. We have had very little trouble.

Mr. McCANN. You have had very little trouble?

Mr. SAX. Yes, sir.

Mr. McCANN. Do you think of any at all that you are having between the IATSE unions?

Mr. SAX. No; I can't think of any special trouble.

Mr. McCANN. Mr. Chairman, I think that is all for the day.

Mr. KEARNS. We will stand adjourned until 10 o'clock tomorrow morning.

(Whereupon, at 4:30 p. m., an adjournment was taken until 10 a. m. of the following day, Thursday, August 14, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

THURSDAY, AUGUST 14, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 10 a. m., in room 324, United States Post Office Building and Courthouse, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Also present: Laurence W. Beilenson, 321 South Beverly Drive, Beverly Hills, Calif., appearing for Screen Actors Guild.

Mr. KEARNS. The hearing will come to order.

I would like to make a statement this morning that I have become quite perturbed over the number of people who are served with subpoenas who try to get out of testifying.

It is my opinion, and I think it is the opinion of the Congress, that when a citizen's services are needed in an investigation such as this, I don't believe that there is anyone too big in this country of ours to answer the call to divulge information that he may possess that would serve in clearing up a situation like we have right here on the west coast.

Mr. Hartley called me from St. Louis this morning, where they have even followed him on the road to try to get out of coming here. And my answer to him was, "No, the men we have served must appear here." So I wanted that understood.

Mr. Counsel, proceed.

Mr. McCANN. Mr. Chairman, we will now return to the reading of the record which we discontinued yesterday afternoon.

Mr. Casey, will you take the stand?

TESTIMONY OF PAT CASEY—Recalled

Mr. KEARNS. You have been sworn?

Mr. CASEY. Yes, sir; half a dozen times.

Mr. KEARNS. We always have to do that for the record.

Mr. CASEY. That is right; I see.

Mr. McCANN. Mr. Chairman, before taking up where we left off yesterday afternoon I have something else I would like to say.

Testimony has been introduced with respect to a 1921 agreement. As I understand, you have that, Mr. Luddy?

Mr. LUDDY. Yes; I submitted it to you, and I think it went into evidence.

Mr. McCANN. You think that is in evidence?

Mr. LUDDY. Yes.

Mr. CASEY. No; it isn't.

Mr. LUDDY. Oh.

Mr. McCANN. I would like to see that.

Before we go further, Mr. Chairman, I want to get the sequence of these things so we will know whether we have everything in the record.

This agreement was entered into the 5th day of February 1925. This is the agreement known as the 1926 agreement?

Mr. PRICE. Yes; that is in evidence.

Mr. COBB. The 21st is attached to it.

Mr. McCANN. The agreement of the 21st is attached to it. These have not been received in evidence as yet?

Mr. PRICE. The 1926 agreement is in evidence.

Mr. McCANN. The 1921 is not?

Mr. PRICE. I am not sure, Mr. McCann, but it was also on that sheet. It will be exhibit 5. No; the 1921 agreement is not in evidence.

Mr. McCANN. Now, Mr. Chairman, I would like to have this agreement of 1921 to appear in evidence as exhibit 5-A.

As I understand it, this is the 1921 agreement [indicating]?

Mr. PRICE. It is also the 1926. Why don't you substitute that for exhibit 5?

Mr. McCANN. Is it as complete as the 1926? The 1926 you showed me seemed to be far more complete.

Mr. PRICE. There are two other agreements that are on that.

Mr. McCANN. I want to get this in consecutive order for purposes of interpretation.

Mr. KEARNS. Yes; get the complete one.

Mr. PRICE. This has an agreement with the electrical workers, which has not been discussed at all, and is not really in issue here. It has another agreement there.

Mr. McCANN. Mr. Chairman, then we will substitute the agreement. Is that the complete 1921 agreement?

Mr. CASEY. Yes.

Mr. McCANN. That will be exhibit 5, instead of the present exhibit 5.

(The complete 1921 agreement was marked "Exhibit No. 5," replacing the 1926 agreement, and is to be found in the appendix.)

We have received in evidence the Beverly Hills agreement, haven't we?

Mr. PRICE. Yes, sir.

Mr. McCANN. We have received in evidence the directive of the A. F. of L. vice presidents of December 26?

Mr. PRICE. Yes, sir.

Mr. McCANN. Have we received in evidence the clarification of August 16, 1946?

Mr. PRICE. Yes, sir; that is exhibit 4.

Mr. McCANN. Exhibit 4. Now, before we go further, I would like to read into the record the telegram which has just been given to me.

Mr. Casey, I wish you would leave the stand for a moment.

Mr. Sorrell, please take the stand.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SORRELL. I do.

TESTIMONY OF HERBERT K. SORRELL, BUSINESS REPRESENTATIVE, MOVING PICTURE PAINTERS; PRESIDENT OF THE CONFERENCE OF STUDIO UNIONS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. SORRELL. Herbert K. Sorrell, 1153 Norton Avenue, Glendale.

Mr. McCANN. Your telephone number?

Mr. SORRELL. Citrus 1-8977.

Mr. McCANN. What position, if any, do you occupy with a labor union?

Mr. SORRELL. I am business representative of the Moving Picture Painters and president of the Conference of Studio Unions.

Mr. McCANN. This morning you handed to me a purported telegram dated October 26, 1946, from Indianapolis, Ind., that is supposed to have been filed at 11:50 a. m. This telegram is signed on the typewriter by W. C. Birthright, and it is called a copy.

I will ask you if this is a true and correct copy of a telegram which you received from W. C. Birthright?

Mr. SORRELL. I did not receive the telegram from W. C. Birthright. It was received by a member of the Screen Actors Guild for Mr. Murphy.

We had a meeting that night and a court reporter took the proceedings of that meeting and that telegram was read into the evidence. I took the copy of that telegram from the evidence that was read that night. It was read by—I forget the name of the actor who read the telegram, but he read it before Mr. Murphy saw it.

Mr. McCANN. All right. Now, this is addressed to George Murphy?

Mr. SORRELL. That is right.

Mr. McCANN. I want to ask you who has the original telegram, if you know?

Mr. SORRELL. So far as I know, either George Murphy has the original or it can be had from the Screen Actors Guild, where I imagine they filed it.

Mr. McCANN. Do any of you know—or can you corroborate that, Mr. Luddy?

Mr. LUDDY. I am sure the original telegram is in the files of the Screen Actors Guild. But I know nothing about the wording of the telegram.

Mr. McCANN. Mr. Chairman, on the basis that this is accurate, from Mr. Luddy's statement, I shall read this telegram.

Mr. KEARNS. Proceed.

Mr. McCANN (reading). Telegram, dated October 26, 1946, Indianapolis, Ind., 11:50 a. m.

GEORGE MURPHY,

Hollywood, Calif.

Correction of telephone conversation: Pursuant to instructions handed down by the executive council at its sessions held on August 15, 1946, the Hollywood jurisdictional committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America, as set forth in the committee's decision dated December 26, 1945, and reaffirmed its previous decision.

The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel V. Flanagan under date of August 9, 1946. According to a brief embodied therein, studio carpenters' local 946, U. B. of C. & J. of A., alleges that certain violations have taken place whereby the carpenters' jurisdiction set forth in the directive has been encroached upon.

Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada, under the provisions set forth in section 8 of the decision, which specifically excluded trim and mill work on said sets and stages. The word "erection" is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the committee recognizes the jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners of America's jurisdiction.

Sections 2 to 5, inclusive, recognized the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all mill work and carpenter work in connection with studios, all work in carpenter shops, all permanent construction, and all construction work on exterior sets.

In view of the alleged violations, the committee hereby directs that all participants in the Hollywood motion picture studio dispute strictly adhere to the provisions of the directive handed down on December 26, 1945.

W. C. BIRTHRIGHT.

MR. PRICE. That is a correct copy of the so-called modification, that is all it is.

MR. COBB. No.

MR. PRICE. Except for the first four words.

MR. McCANN. All right. I want to ask if this telegram was received, Mr. Sorrell? You call it Sorrel?

MR. SORRELL. Yes.

MR. McCANN. That is the way your cousin calls it.

MR. SORRELL. My father called me Sorrel, like a sorrel horse.

MR. McCANN. I want to get that straight, because in Washington your cousin told me he is Sorrel.

MR. SORRELL. That is right.

MR. McCANN. I want to ask you if this telegram was received after the telephone conversation in which the movie guild and various persons, including yourself, talked with the members of this committee over long distance?

MR. SORRELL. It was.

MR. McCANN. This telegram was received the following day, was it?

MR. SORRELL. I believe it was the following day. It might have been that night. It was either that night or the following day.

MR. McCANN. I want to thank Mr. Luddy for furnishing me with a copy of this telephone transcript, which, apparently, comes from the magazine of the IATSE.

I call attention to page 10, from which I am reading, of the General Bulletin of the IATSE.

MR. LUDDY. December 1946.

MR. McCANN. Of December 1946, which is entitled "Verbatim Report of Telephone Conversation Between Members of the Screen Actors Guild Board of Directors, CSU Officials and the Studio Jurisdictional Committee Toward Effecting Settlement of the Studio Situation."

I note that the first paragraph is as follows:

In a manifest determination to secure peace in the Hollywood studio situation, the Screen Actors Guild, acting as an intermediary between our organization and the Conference of Studio Unions, on October 25, held a three-way long-distance telephone conversation between officials of the CSU and two members of the studio jurisdictional committee, William C. Birthright and Felix H. Knight, who were speaking from their union headquarters at Indianapolis, Ind., and Kansas City, Mo., respectively. The third member of the committee, William C. Doherty, was in Europe and unable to take part in the discussion.

That is the end of the portion that I will now read.

It would appear, therefore, this telegram was dated—

Mr. PRICE. The next day.

Mr. McCANN. The next day. Now, Mr. Chairman, that is all we desire from Mr. Sorrell at this time. I wish he would leave the chair and Mr. Casey would return.

TESTIMONY OF PAT CASEY—Resumed

Mr. McCANN. Mr. Price, last night you were reading and I think you stopped at that point [indicating].

Mr. Peery Price is reading from the records of Mr. Casey.

Mr. PRICE (reading) :

CONFERENCE OF STUDIO UNIONS,
Los Angeles 5, Calif., November 4, 1946.

Mr. PAT CASEY,

*Chairman, Producers Labor Committee,
5504 Hollywood Boulevard, Hollywood, Calif.*

DEAR MR. CASEY: Enclosed please find 12 copies of the CSU draft of the contract for the arbitration of disputes over the allocation of work in the motion-picture industry. Attached to these drafts are copies of the CSU letter to the representatives of the other unions involved, which point out the CSU purpose in submitting this draft in the interest of providing simple machinery for the effective and speedy settlement of all disputes—machinery which can go into effect as soon as the basic issues of the strike are settled, i. e., the signing of collective bargaining contracts with all the unions, containing wage provisions to increase take-home pay by sufficient amount to cover increases in the cost of living.

We are sure that your study of the enclosed draft will result in approval of its basic provisions. Of course, it is subject to such changes as may occur in the course of negotiations.

Very truly yours,

CONFERENCE OF STUDIO UNIONS,
HERBERT K. SORRELL, President.

CONFERENCE OF STUDIO UNIONS,
Los Angeles 5, Calif., November 2, 1946.

Mr. JOHN DALES, Jr.,

Screen Actors Guild, Hollywood, Calif.

DEAR MR. DALES: We enclose for your consideration the CSU draft of the Agreement To Arbitrate Disputes in the Motion Picture Industry Over the Allocation of Work. In our considered judgment, and in the judgment of our attorneys and counsel, this draft provides adequate yet simple machinery for the effective and speedy settlement of disputes under the leadership of Joseph D. Keenan, the impartial chairman we have selected.

In order to make certain that the agreement can go into effect immediately upon the return of all unions to work, the draft provides that the agreement will go into effect when it is signed by the major producers and by two-thirds of the A. F. of L. local unions in the industry. In this way no one local union or international can indefinitely hold up the settlement, as they could under the first rough draft. Provision is made for the subsequent signatures of independent producers, the remaining local unions if any do not sign at the outset, and for the signatures of the eight international unions in the industry, which signatures may be regarded as proper, but not necessary or essential to put the agreement in operation.

Our attorneys have submitted copies of the CSU draft to Mr. Beilenson, who prepared the initial, rough draft. A copy of their letter to him is attached. Mr. Beilenson suggested that the matter be taken up directly with the unions involved.

We suggest that the CSU draft be accepted as a basis for completing negotiations. Of course, we are ready to discuss and negotiate any changes which may be proposed.

In order to expedite our negotiations, we suggest that representatives of the unions involved, and their attorneys, hold themselves available for a meeting on Monday, November 4, preferably in the presence of Mr. Keenan, who is expected in Los Angeles on that day. If he is delayed, we are nevertheless ready to meet on Monday to start work on the final draft.

We wish to assure all parties that every local of the CSU stands ready to sign the final draft at the very moment that it is completed. We desire to make certain, however, that this time the agreement be crystal clear in its terms so that no "clarification" will be necessary. The machinery we provide must actually prevent further interruptions of production because of disputes over allocation of work and must not cause further trouble or disputes. We are sure you feel the same way.

May we expect your phone call on Monday morning to arrange for our meeting.

Sincerely yours,

CONFERENCE OF STUDIO UNIONS,
HERBERT K. SORRELL, President.

Copy to Mr. Joseph Tuohy, Studio Transportation Drivers, local No. 399.

Copy to Mr. Roy M. Brewer, International Alliance of Theatrical and Stage Employees.

CONFERENCE OF STUDIO UNIONS DRAFT OF CONTRACT FOR ARBITRATION OF DISPUTES
OVER THE ALLOCATION OF WORK IN THE MOTION-PICTURE INDUSTRY

Agreement entered into at Los Angeles, Calif., this _____ day of _____ 1946, by and between all the signatories hereto, classified respectively as local unions, international unions, and motion-picture producers, and such additional local unions, international unions, and motion-picture producers which may hereafter become signatory hereto as hereinafter provided:

WITNESSETH

Whereas the motion-picture industry has been vexed with disputes over the allocation and distribution of work which have affected particularly local unions of the American Federation of Labor employed in the industry, and which have resulted in interruptions of production; and

Whereas the complete settlement of the current labor dispute in the industry would be facilitated by the establishment of impartial machinery to settle such disputes and future interruptions of production due to such disputes would be avoided thereby; and

Whereas all the parties hereto have a sincere desire to accomplish this result;

Now, therefore, in order to accomplish the above result, the parties hereto mutually agree as follows:

I. Parties

1. Motion-picture producers, international unions of the American Federation of Labor having local unions engaged in the motion-picture industry, and American Federation of Labor local unions engaged in the motion-picture industry, and no others, shall be eligible to become parties and signatories to this agreement.

2. Schedule A annexed hereto contains a list of the present major motion-picture producers. Schedule B contains a list of the American Federation of Labor local unions presently engaged in the motion-picture industry. Schedule C contains a list of the American Federation of Labor international unions, the local unions of which are presently engaged in the motion-picture industry.

3. All local unions who become signatory to this agreement shall use their best efforts to obtain at the earliest possible moment the signatures of the international unions listed on schedule C. The said international union signatures shall not be deemed to be effective until all of the international unions listed on schedule C shall have become signatories to this contract.

4. After the effective date of this agreement, established as hereinafter provided, any eligible motion-picture producer, international union, or local union may become a party to this agreement by delivering a properly executed original of this agreement to the impartial chairman provided for herein, who shall retain the same and advise all signatories to the agreement of such additional party or parties. Such delivery to the impartial chairman shall be deemed delivery to all signatories.

II. Scope of this agreement

1. This agreement shall be limited to the settlement of disputes arising over the allocation and distribution of work affecting at least one of the unions, local or international signatory hereto.

2. If the dispute involves only unions signatory hereto, it shall be settled hereunder with such unions as the sole parties to the proceedings. If the dispute involves one or more unions signatory hereto and one or more American Federation of Labor unions not signatory hereto, it shall be settled hereunder with the unions signatory hereto and the producer or producers involved as parties, unless the union or unions not signatory hereto become signatories to this agreement in the course of the proceedings, in which case the proceedings shall continue without the producer or producers as parties.

3. Disputes wholly between local unions affiliated with the same international union, or wholly between an international union and one or more of its local unions, shall not come within the scope of this agreement unless such disputes are submitted in writing with the consent of all the parties thereto.

4. Nothing in this agreement shall prevent local unions from agreeing between themselves on the allocation of work, nor international unions from altering their respective jurisdictions by agreements duly made.

III. Basic agreement

1. There shall be no stoppage of work by reason of any dispute coming within the scope of this agreement.

2. There shall be no change in the allocations of work as the same existed on September 1, 1946, unless such change results from proceedings taken under this agreement, by mutual agreement of the unions directly involved, or by operation of law.

3. The decision of the executive council committee on the Hollywood jurisdictional controversy as issued under date of December 26, 1945, by Felix H. Knight, W. C. Birthright, and W. C. Doherty (hereinafter referred to as the December decision) and without modification, is hereby deemed to be a contract binding upon all parties who become signatory to this agreement; said signatures to have the same force and effect as if they were affixed to the December 26, 1945, decision as a contract. On any matter covered by the December decision, the said decision shall be the basis or starting point of any arbitration had thereunder. A copy of said December decision is annexed hereto, marked "Schedule D," and incorporated herein by reference.

4. All signatories to this agreement shall insert or cause to be inserted in American Federation of Labor collective-bargaining agreements to which they may become parties, a provision that the parties shall be bound by and become signatories to this agreement, and existing contracts between signatories shall be deemed to be amended to include such provision.

5. The failure of any motion-picture producer to allocate to work in accordance with any agreement mutually arrived at by parties signatory hereto or the terms of any final award obtained pursuant to this agreement shall be deemed to be a material breach of its collective-bargaining contract not only with the union or unions directly involved in the dispute, but also of its contracts with all unions signatory to this agreement.

IV. Impartial chairman

1. Joseph D. Keenan, of the city of Chicago, is hereby named the permanent impartial chairman hereunder. The permanent impartial chairman shall also be the secretary of the arbitration tribunal. In case of his death, disability, resignation, or refusal to act, his successor shall be appointed by unanimous written agreement within 15 days after either of the above events occur, by the duly authorized representatives of the following groups:

- (a) Screen Actors Guild.
- (b) Conference of Studio Unions.
- (c) International Alliance of Theatrical Stage Employees.

2. In default of such agreement within the 15-day period, such appointment at the request of the representatives of one or more of the above groups shall be made by the Director of the United States Conciliation Service; such appointment, however, shall be temporary and shall prevail until, and only until, a new appointment is made by written agreement as aforesaid.

3. The impartial chairman shall have power to establish the rules of procedure under which he shall function, which may be informal, and which shall implement the procedure hereinafter described.

V. Procedure

1. In the event of any dispute coming within the scope of this agreement, any union signatory hereto and party to said dispute may submit the dispute to the impartial chairman for decision.

2. The impartial chairman shall proceed immediately to decide the dispute, and when necessary to avoid a stoppage of work may take an on-the-spot interim decision which shall be binding upon the parties to the dispute, pending his award, and he shall make efforts to settle the dispute by mediation.

3. Before making his award, the impartial chairman will give each party to the dispute an opportunity to be heard, and may call for such information from any of the signatories hereto as he deems necessary to render a just decision.

4. If the matter is not settled, the award of the impartial chairman shall be rendered within _____ (10?) days from the date of the submission of the dispute to him, unless the time is extended by written agreement of all the parties to the dispute.

5. The impartial chairman will make a written memorandum of all interim decisions. He shall make all awards in writing, and cause the same to be duly acknowledged. Copies of interim decisions and of awards shall be served on all the parties to the dispute and on producers affected thereby.

6. The impartial chairman shall keep a record of all disputes and all interim decisions and awards which shall be available for inspection by all parties signatory hereto.

7. The award of the impartial chairman shall be final and binding upon all parties as to the matters raised in the particular dispute unless and until such award is reversed or modified on appeal as hereinafter provided.

8. Any party to a dispute, believing that the subject matter of said dispute has been covered in whole or in part by a prior award, may introduce such award in the pending case for the consideration of the impartial chairman or board of arbitration, as the case may be.

VI. Appeal to board of arbitration

1. Any party to a dispute may appeal from the award of the impartial chairman to a board of arbitration in accordance with the following provisions:

(a) Written notice of appeal shall be filed with the impartial chairman within 15 days from the service of the award, who shall forthwith notify all parties to the dispute.

(b) Each party to the dispute shall within 5 days thereafter appoint an arbitrator, who shall be a member of the board of arbitration.

(c) Within 5 days thereafter, the members of the board of arbitration, meeting in the presence of the impartial chairman, by unanimous agreement shall select an additional arbitrator who shall be designated and shall act as chairman of the board of arbitration.

(d) Upon failure of any party to the dispute to select its member of the board of arbitration, or upon the failure of the parties to agree on a chairman within the time set forth, any party to the dispute may invoke arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the chairman of the board of arbitration shall be chosen pursuant to said rules, by the headquarters office of said association, and from its national panel of arbitrators. Thereafter, the arbitration shall proceed according to said rules.

(e) In the event that the chairman of the board of arbitration is selected by the parties without recourse to the American Arbitration Association, the arbitration shall be conducted in accordance with the rules and procedure determined by the arbitrator. A copy of this agreement shall serve as the submission, and each party to the dispute may file a statement of claim with the chairman of the board of arbitration.

(f) In each case the board of arbitration shall consider the award of the impartial chairman which is under review, and the impartial chairman shall be privileged to present a written or oral report to the board of arbitration in support of the award.

(g) Where there are two parties to the dispute, the decision shall be made by the majority vote of the board of arbitration. Where there are more than two parties to the dispute, or when one of the parties has failed to appoint a member of the board of arbitration, the members of the board of arbitration may sit and hear the dispute, and participate in the deliberation, but the decision shall be made for the board by the chairman of the board of arbitration acting alone. If any member of the board of arbitration refuses or fails to appear after due notice, the arbitration shall nevertheless proceed, and the chairman of the board, acting alone, shall make the decision for the board.

In each case, the decision of the board of arbitration shall be final and binding upon all the parties.

VII. Costs

1. All parties hereto, except international unions, whether original signatories or otherwise, agree to bear a pro rata share of the cost of administering this agreement by the impartial chairman. Half of such expense shall be borne by the signatory unions (equitably prorated among them), and half shall be borne by the signatory producers (equitably prorated among them).

2. The costs of appeal to a board of arbitration shall be prorated by the parties involved in the dispute. In the event a party to a dispute initiates an appeal from an award of the impartial chairman which the board of arbitration finds has in substantial effect been covered by a previous decision of a board of arbitration, all the costs of the succeeding arbitration may be assessed against such party.

VIII. Administrative committee

1. Each of the following groups shall designate a representative to sit as a member of an administrative committee:

- (a) International Alliance of Theatrical and Stage Employees,
- (b) Conference of Studio Unions,
- (c) Screen Actors Guild,
- (d) Motion Picture Producers.
- (e) Add additional groups if necessary.

2. The administrative committee shall advise with the impartial chairman on all matters relating to the effective administration of this agreement, and shall arrange for the requisite financing thereof.

3. The union representatives on the administrative committee may invoke the aid of the impartial chairman in establishing an equitable basis for prorating costs between them.

IX. Effective date

1. This agreement shall become effective if, as, and when it has been executed by all of the producers listed on schedule A, and two-thirds of the number of the local unions listed on schedule B.

X. This contract may be referred to as the Motion Picture Industry Work Allocation Contract.

Mr. PRICE. The schedules are apparently omitted.

The next document is a Western Union telegram—

Mr. McCANN. Just a moment. Will you tell me who submitted that document?

Mr. PRICE. That was submitted by that first letter I read, by the CSU. As a matter of fact, the letter also shows that it is a redraft. The Screen Actors Guild intervened and attempted to reach some sort of an agreement as an intermediary between the Conference of Studio Unions and the IATSE. They entered into some sort of an arrangement to provide for arbitration, and the Screen Actors Guild, as I understand it, prepared the original draft of this arbitration.

Mr. McCANN. That was submitted by the CSU?

Mr. PRICE. Then the CSU redrafted that first draft, and this is their proposed change.

Mr. McCANN. And they offered that to the companies and to the unions?

Mr. PRICE. Yes, sir.

Mr. McCANN. Proceed.

Mr. PRICE. The Screen Actors Guild can tell you about that negotiation in detail. It is a very long negotiation, and they can tell you about it.

Mr. PRICE (reading) :

[Western Union telegram]

LOS ANGELES, CALIF.

ASSOCIATION OF MOTION PICTURE PRODUCERS,
5504 Hollywood Boulevard, Headquarters:
 (Attention Pat Casey.)

Inasmuch as studio unions have agreed to job arbitration in principle, and are now working out details of such procedure, signed contract, and the return of all workers to their jobs without discrimination are the sole remaining obstacles to settlement of the current dispute. The Conference of Studio Unions therefore demands an immediate meeting to negotiate contract of wages, hours and working conditions. Please wire reply listing time and place for meeting.

CONFERENCE OF STUDIO UNIONS,
 HERBERT K. SORRELL, President.

[Western Union telegram—night letter]

NOVEMBER 8, 1946.

HERBERT K. SORRELL,
President, Conference of Studio Unions,
Los Angeles, Calif.:

Receipt of your telegram of November 5 is acknowledged. Your request is under consideration and you will be advised of our position in the early part of next week. Regards.

PAT CASEY,
Chairman, Producers' Committee.

LOS ANGELES, CALIF.

PAT CASEY,
Chairman, Producers' Labor Committee,
5504 Hollywood Boulevard, Hollywood:

On November 5 we wired you requesting that negotiations for contracts covering wages, hours, and conditions of employment be begun immediately. It took you 3 days, until November 8, to advise us that you were taking our request under consideration. Your action proves conclusively that your interest is not in reaching an early settlement, but rather in prolonging the current dispute. Our contention that this is a lock-out has been established by your own stalling, evasion, and delay. Wages and hours always have been and are the basic issue between us. Your delaying tactics will not weaken our fight but, on the other hand, will only cause us to intensify our activities for negotiations to achieve contracts and decent wages and hours for all workers in the industry.

CONFERENCE OF STUDIO UNIONS,
 HERBERT K. SORRELL, President.

(Motion Picture Association, labor dept., called Western Union 12:10 p. m.)

[Straight wire]

HERBERT K. SORRELL,
President, Conference of Studio Unions,
Los Angeles, Calif.:

Further replying to your wire of November 5, the producers do not believe that your request for bargaining is made in good faith with the intention either of arriving at contracts for the unions that you have stated that you represent or of achieving industrial peace in the motion-picture industry. Good faith requires that parties negotiating a contract have the honest intention of reaching an agreement and abiding by it. Your unions are now engaged in a jurisdictional strike in absolute disregard both of the agreement which you made in October 1945 to abide by the AFL executive council committee jurisdictional award and of the agreement your unions made on July 2, 1946, that there would be no stoppage of work on account of any jurisdictional controversy pending the setting up of arbitration machinery. At the very moment when you ask us to negotiate contracts with you, that strike is being conducted in such flagrant violation of the

laws of our land that it borders on anarchy. Our employees are being beaten; their homes are being bombed, and your unions are engaging in coercive mass picketing in direct violation of law and court orders. By failing to take effective action to prevent these acts of violence and by engaging in mass picketing in violation of court orders, you and the other leaders of your unions are impeding, if not making impossible, the successful conclusion of negotiations for the establishment of arbitration machinery.

The willingness of your unions to disregard the contractual and legal obligations is clearly indicated by their conduct during the past year and a half. In March 1945 your unions engaged in a strike during the prosecution of the world war in violation of orders of the National War Labor Board and, as stated by the National Labor Relations Board, "in disregard of the orderly processes" of the law established for selection of a bargaining agent. During that strike your unions also engaged in such violence as to arouse the entire community. Nine months later, when that costly and needless strike was settled, your unions agreed to abide by the jurisdictional award of the AFL executive council committee. Among other things, that committee awarded erection of sets on stages to the IATSE. Still later, on July 2, 1946, your unions agreed not to engage in any work stoppage pending the setting up of machinery for settling disputes over jurisdiction. In complete disregard of these agreements, your unions are now engaged in another strike, this time for the purpose of forcing the producers to violate the AFL executive council committee jurisdictional award by turning set erection work over to the carpenters' union. The intention of your unions further to disregard their agreement of July 2, 1946, is indicated by the undenied and unrepudiated publication of resolutions of some of your unions demanding wage increases at this time, when they agreed on July 2, 1946, that the 25-percent wage increase made on that date should remain in effect until January 1, 1948, subject, under certain conditions, to reopening as to wages only, on January 1, 1947.

You are perfectly aware that under the agreement of July 2, 1946, general wage increases are not open for negotiation at this time. Your demand at this time to negotiate contracts on "wages, hours, and working conditions," in disregard of the July 2 wage agreement and your claim in your wire of November 10 that "wages and hours always have been and are the basic issue between us" seems to be for the purpose of prolonging the present difficulties by the injection of false issues. No efforts of yours to twist the facts can turn your jurisdictional strike into a dispute over wages and hours. In view of these deliberate repudiations by your unions of their agreements and their continued illegal activities, we are under no duty or obligation to meet with you at this time. Nor do we believe that any negotiations with you can produce industrial peace in the industry until we have received effective and adequate assurance that you will (1) cease your acts of violence and your flouting of court orders; (2) unqualifiedly accept the December 26 decision of the AFL executive council committee; (3) recognize the July 2 wage agreement; (4) furnish us with adequate assurance that your unions will not engage in further work stoppages or otherwise repudiate their agreements. Until we have received such effective and adequate assurances, we do not believe that any useful or proper purpose can be served by our meeting with you.

PAT CASEY,
Chairman, Producers' Committee.

[Western Union telegram]

HOLLYWOOD, CALIF., November 17, 1946.

PAT CASEY,
Chairman, Producers' Committee,
5504 Hollywood Boulevard, Hollywood, Calif.:

Your telegram of November 15, 1946, is apparently based on the theory, which has been adopted in certain circles, that if a lie is big enough and is repeated often enough, it will be believed and the truth will become completely obscured.

You accuse us of violating the laws of the land when the truth is that it is you who have repeatedly violated those laws. It was you who during the war deliberately provoked the 1945 strike by refusing to abide by a War Labor Board award. It was you who thereafter prolonged the strike by forcing us into National Labor Relations Board proceedings which resulted in an inevitable victory for us. It is you who now violate the laws of the land by refusing to

bargain with the unions representing your employees. Every one of your accusations is a smoke screen to hide your violation of law.

It is you who violated the July 2, 1946, agreement when you refuse to complete contracts within 30 days after that date as provided in the agreement. It is you who continue to cry "jurisdictional dispute," even though you are well aware and were advised in our telegram of November 5, 1946, that there are no so-called jurisdictional issues between us and that our demands on you are for contracts covering wages, hours, and conditions of employment. You persist in pretending that our differences are jurisdictional to cover your own responsibility for continually stirring up trouble in Hollywood labor. The difficulties of late years in this industry began with the introduction of Bioffism. Hollywood workers had hoped that when Browne, Bioff, and Producers' Representative Joseph Schenck were sent to jail those methods would end. However, you still seek, through similar devices, to destroy our legitimate unions so you may have a free hand to depress the wages and the working conditions of all studio workers. Again and again you have taken jobs away from men who have spent a lifetime in the industry, giving them to newcomers, in order to create dissension and weaken our unions.

It is you who assign work, not the unions. If you truly want to avoid work stoppages arising from job allocation, we have a simple proposal: We reiterate our offer to enter into an agreement with you that there shall be no stoppage arising from any allocation of work you may make, with the understanding that any dispute concerning such allocation shall be subject to arbitration between us.

By subtle inferences of the most despicable and cowardly kind you seek to place upon us the responsibility for recent reported bombings and violence. Such responsibility we emphatically deny. The tactic of provoking acts of violence through hired goons has time and again been used by employers and corrupt labor leaders to destroy decent unions. That you know full well.

It took you 10 days from the date of our November 5 telegram demanding bargaining on contracts, a period during which you used your customary delaying and evasive tactics, to finally come out in the open with your refusal to bargain and your complete defiance of the laws of the land which you so hypocritically pretend to uphold.

At the present time we have no contracts with you. We are asking for signed contracts assuring us of decent conditions of work, and decent wage increases would, of course, be paid out of the greatest profits in the history of the motion-picture industry.

We want negotiations for new contracts to begin immediately. No labor dispute has ever been settled without negotiation, and a continued refusal to negotiate will be proof positive that you do not want a settlement.

We have answered the accusations you made against us. We have disclaimed any responsibility for the violence you so recklessly and without a particle of proof blame on our unions. We have reiterated our acceptance of the December 26, 1945, agreement. Finally we have again offered you the means of eliminating future work stoppages that may arise from the allocation of jobs.

A further refusal to negotiate with us can only mean that you, and you alone, block the return to the motion-picture industry of labor peace.

HERBERT K. SORRELL,
President, Conference of Studio Unions.

[Western Union telegram]

LOS ANGELES, CALIF., November 23, 1946.

PAT CASEY,
Chairman, Producers Labor Committee,
5504 Hollywood Boulevard, Hollywood:

Further replying to your telegram of November 15, 1946, the Conference of Studio Unions reiterates its demand for immediate resumption of negotiations for completion of contracts and the return of all our members to their jobs without discrimination. Your telegram of November 15 stated four conditions upon which contract negotiations might be resumed. We believe that it is idle to continue our discussion by telegram and paid advertisements. At this point

may we merely repeat: (1) That the Conference of Studio Unions is not responsible for bombings and terrorism, as the collapse of sensational charges filed against five persons on November 21 clearly indicates; (2) that the conference and all of its affiliates have repeatedly stated their acceptance of the December 26, 1945, decision of the American Federation of Labor executive council committee as the basis for arbitration on allocation of work; (3) that we believe the producers association violated the July 2 agreement, and that this is a matter for further discussion and interpretation; (4) that, like you, we wish to establish through arbitration machinery guarantees against further stoppages of work due to job allocation problems. We believe that an immediate meeting to discuss the conditions you set forth would be constructive and fruitful, and that thereafter we shall be able to proceed immediately to contract negotiations. If you are sincere in framing the conditions stated in your telegram, you will meet with us at once to discuss them.

We repeat once more our conditions for terminating the present struggle: (1) Workable arbitration machinery based upon the December 26, 1945, decision; (2) signed contracts covering wages, hours, and working conditions; (3) return to their jobs of all workers on or respecting the picket lines without discrimination.

We demand immediate meetings with you: First to discuss conditions for resumption of contract negotiations; second, to negotiate contracts.

HERBERT K. SORRELL,
President, Conference of Studio Unions,
4157 West Fifth Street, Los Angeles.

[Western Union telegram—night letter]

NOVEMBER 28, 1946.

HERBERT K. SORRELL,
*President, Conference of Studio Unions,
4157 West Fifth Street, Los Angeles, Calif.*

Replying to your wire of November 23, the producers do not believe that any useful or proper purpose can be served by meeting with you until they have received effective and adequate assurances (1) that your member unions have taken action to prevent acts of violence by their members and to prevent mass picketing and other acts in violation of court orders; (2) that they have by action of their local and international officers, unqualifiedly accepted the December 26, 1945, decision of the AFL executive council committee; (3) that they will abide by the July 2, 1946, wage agreement between the producers and your unions; (4) that they will not engage in further work stoppages or otherwise repudiate their agreements.

PAT CASEY,
Chairman, Producers' Committee.

[Western Union telegram]

LOS ANGELES, CALIF., December 8, 1946.

PAT CASEY,
*Producers' Committee,
5504 Hollywood Boulevard, Hollywood, Calif.*

The Conference of the Studio Unions repeats its proposal for settlement of the current dispute, namely: (1) Workable arbitration machinery, (2) signed contracts, (3) return to work without discrimination of all motion-picture employees on or respecting picket lines. We are ready and willing to return to work upon settlement of these three points. Our committee is available whenever the producers are willing to discuss this proposal. Our position is fair and reasonable. In the absence of immediate negotiations we must exert every means of exposing to the public and to organized labor the real reasons behind your continued refusal to negotiate.

CONFERENCE OF STUDIO UNIONS,
HERBERT K. SORRELL, President.

[Western Union telegram]

HOLLYWOOD, CALIF., December 16, 1946.

MOTION PICTURE PRODUCERS ASSN.,
5504 Hollywood Boulevard, H.D.

Attention : Pat Casey.

Our attention is directed to the fact that the motion picture producers, in collusion with IATSE representatives, are openly and deliberately flouting AFL directive of December 1945 and NLRB certification of October 1945, both of which make unmistakably clear the obligation of the employers in respect to jurisdiction and allocation of work for which Local 1421 is the legal bargaining agent. You are reminded that our demands for a bargaining conference are still being ignored and circumvented by you; that charges based on these collusive acts and your refusal to bargain with this local are pending with the NLRB and that these charges will be pressed to the utmost. Your participation with IATSE in open defiance and violation of AFL directive and your continued and willful Wagner Act violations are regarded as further and conclusive evidence of your refusal to bargain with us. We repeat and reiterate our own demands and those heretofore made in our behalf by CSU for immediate bargaining conferences and we request unqualified assurance from you that these tactics will cease immediately.

SCREEN SET DESIGNERS, ILLUSTRATORS AND DECORATORS, LOCAL 1421.

[Western Union telegram]

LOS ANGELES, CALIF., February 8, 1947.

PAT CASEY,
*Producers' Labor Committee,
 5504 Hollywood Boulevard, Hollywood, Calif.:*

This is to inform you that complete authority has been granted to local representatives of most of the international unions involved in the current labor dispute to act for their international on all matters concerning the Hollywood situation: therefore you are hereby notified that we demand an immediate conference for the purpose of negotiating contracts with a view to arrive at a speedy settlement of the present labor controversy.

HERBERT K. SORRELL,
President, Conference of Studio Unions.

Mr. KEARNS. We stand recessed for 5 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will please come to order.

Mr. Counsel.

Mr. McCANN. Yes, sir. Mr. Chairman, I will read a little bit here myself now and prove I am at least awake [reading]:

[Western Union telegram]

INDIANAPOLIS, IND., September 25, 1946.

PAT CASEY,
5504 Hollywood Boulevard, Hollywood, Calif.:

As you will recall, for many years the relationship between your company and members of our organization was very harmonious and congenial, but through the attempted expansion of work jurisdiction of the IATSE there was created a condition whereby the previous relationship was interrupted and interfered with. Through the attempt at settlement a committee representing the executive council of the American Federation of Labor was selected and made a survey of existing conditions and made a finding as a result of their investigation and, while it is true the undersigned, on behalf of the international organization, could not and did not accept the directive, notwithstanding that fact members of our organization employed in the studios were instructed to do as they saw fit, which was that they continued to work notwithstanding the fact that there was an encroachment upon their jurisdiction by members of

the IATSE. At a recent meeting of the executive council of the American Federation of Labor an effort was made to clarify the situation and the committee of three that represented the executive council in making the survey and issuing their finding were asked by the executive council to make a clarification of the meaning of their report. They responded to that request and on August 16, 1946, submitted to the executive council of the American Federation of Labor a statement setting forth therein the meaning of same, a copy of which I understand has been sent to you by President Green, of the American Federation of Labor.

I understand that your company has discharged from your employment members of our brotherhood because they requested you to conform to the interpretation as above referred to and I fail to understand why the studios you represent do not recognize the interpreted directive.

(Signed) WILLIAM L. HUTCHESON.

[Telegram]

SEPTEMBER 26, 1946.

WILLIAM L. HUTCHESON,
General President, United Brotherhood of Carpenters and Joiners of America,
Carpenters Building, Indianapolis, Ind.:

You may be sure the executives of all the major studios in Hollywood share fully the regret expressed in your telegram over recent interruption of the fine relations which have existed with your organization for so many years. Consequently, we ask you earnestly to consider a means of solution. You will recall that at Cincinnati last fall all parties agreed to an AFL arbitration, which was to be final and binding. The studios have lived up to the award. Because we have done so, we now are encountering another jurisdictional strike.

We appeal to you as a conspicuous leader of organized labor to do what you can to end this succession of jurisdictional strikes which is becoming a national disgrace, penalizing vast numbers of workers who are not parties to the dispute, and sabotaging production at a time when production is vitally necessary to national recovery. We are powerless in this situation but you and the international presidents of the unions involved are not. We ask your help.

PAT CASEY,
Chairman, Producers' Committee.

INDIANAPOLIS, IND., September 27, 1946.

PAT CASEY,
Hollywood, Calif.

Re your telegram, you refer therein to the meeting at Cincinnati and the arrangements that were made at that meeting. The action of the committee selected by the executive council of the American Federation of Labor and the report of the committee selected by the council was in conformity with the understanding reached at Cincinnati, as well as was their recent action taken at their August meeting in Chicago, and was in keeping with the arrangements made in Cincinnati, as it was a clarification of the meaning of the language used by the committee representing the American Federation of Labor. That procedure has often been followed in dealing with matters within the scope of the American Federation of Labor and if the producers had accepted the interpretation made by the committee of the executive council as being a clarification of the report made in January the difficulty now existing which you refer to would not have been brought about. It is within the authority and power of the producers to remedy the situation by notifying their employees that they will accept the interpretation made by the committee and accepted by the executive council of the American Federation of Labor the same as they did the original report.

W.M. L. HUTCHESON.

Mr. McCANN. I am going to let you read for a while, if you don't mind, Mr. Cobb, and when you get tired call on me.

Mr. COBB (reading) :

[Day letter]

APRIL 16, 1946.

JOSEPH F. CAMBIANO,
*International Representative, United Brotherhood
 of Carpenters and Joiners of America,
 San Mateo, Calif.*

DEAR MR. CAMBIANO: Representatives of the following studios: Columbia Pictures Corp.; Samuel Goldwyn Productions, Inc.; Loew's Inc.; Paramount Pictures, Inc.; RKO-Radio Pictures, Inc.; Republic Productions, Inc.; Hal Roach Studios, Inc.; Twentieth Century-Fox Film Corp.; Universal Pictures Co., Inc.; and Warner Bros. Pictures, Inc., wish to meet with a committee of your union for the purpose of collective bargaining. We wish to arrange this meeting in the board room of the Producers Association for Monday, April 21, 1947, at 10:30 a. m. Please wire me if the time and place indicated are acceptable to you.

Sincerely,

CHARLES BOREN.

SAN MATEO, CALIF., April 17, 1947.

CHARLES BOREN,
*Chairman, Producers Labor Committee,
 Hollywood, Calif.*

DEAR MR. BOREN: Your wire of April 16 received Thursday morning. Due to previous arrangement, it will be impossible for me to meet with your committee Monday morning, April 21. Can be available for Tuesday, April 22, 1947. If you care to meet with a committee from local 946 Monday, I will arrange same.

Sincerely,

J. F. CAMBIANO.

[Straight wire]

APRIL 18, 1947.

J. F. CAMBIANO,
San Mateo, Calif.

DEAR MR. CAMBIANO: Have arranged meeting for you and your committee at 10:30 a. m. Tuesday, April 22, 1947.

Sincerely,

CHARLES BOREN.

[Day letter]

APRIL 22, 1947.

HERBERT K. SORRELL,
*Business agent of local 644, Brotherhood of Painters,
 Decorators and Paperhangers of America,
 Los Angeles 5, Calif.*

DEAR MR. SORRELL: Representatives of the following studios: Columbia Pictures Corp.; Samuel Goldwyn Productions, Inc.; Loew's, Inc.; Paramount Pictures, Inc.; RKO-Radio Pictures, Inc.; Republic Productions, Inc.; Hal Roach Studios, Inc.; Twentieth Century-Fox Film Corp.; Universal Pictures Co., Inc.; and Warner Bros. Pictures, Inc., wish to meet with a committee of your union for the purpose of collective bargaining. We wish to arrange this meeting in the board room of the Producers Association for Thursday, May 1, 1947, at 11 a. m. Please wire me if the time and place indicated are acceptable to you.

Sincerely,

CHARLES BOREN.

LOS ANGELES, CALIF., April 29, 1947.

CHARLES BOREN,
*Motion Picture Producers Association,
 Hollywood, Calif.*

The negotiating committee from local 644 will accept your long-delayed appointment to meet the representatives of the Motion Picture Producers Association at the time and place you indicate.

HERBERT K. SORRELL,
Business Representative, Local 644.

[Telegram]

LOS ANGELES, CALIF., May 10, 1947.

MOTION PICTURE PRODUCERS ASSOCIATION,
Hollywood, Calif.:

Your attention directed to intermediate report dated April 30, 1947, in NLRB case 21C2735 wherein the trial examiner, Mortimer Riemer, includes in his conclusions of law at page 65 that "all employees of the respondent producers in the following classifications: Precision machinists (camera), machinists (journeyman), automotive mechanics, automotive gang boss, machinists' helpers, apprentice machinists, machinists' gang boss (journeyman), machinists' subforeman or keyman (journeyman), and machinists' foreman, exclusive of all other employees at all times material herein, constituted and now constitute a unit appropriate for the purposes of collective bargaining within the meaning of section 9D of the act and International Association of Machinists, Cinema Lodge 1185, was at all times material herein and now is the exclusive representative of all the employees in such units for the purposes of collective bargaining within the meaning of section 9A of the act."

We hereby renew our previous request for an immediate bargaining conference and ask that you notify us immediately of the time and place for meeting to discuss wages, hours, working conditions for employees of the producers named in above proceedings in the units heretofore described.

International Association of Machinists and Cinema Lodge 1185 thereof.

CARL REX,

Business Manager of Lodge 1185,

ERNEST R. WHITE,

Grand Lodge Representative, International Association of Machinists.

[Day letter]

MAY 14, 1947.

EDWARD M. GILBERT,

*Business agent of local 1421, Screen Set Designers, Brotherhood
of Painters, Decorators and Paperhangers of America, Los
Angeles, Calif.*

DEAR MR. GILBERT: Representatives of the following studios: Columbia Pictures Corp.; Samuel Goldwyn Productions, Inc.; Loew's Inc.; Paramount Pictures, Inc.; RKO-Radio Pictures, Inc.; Republic Productions, Inc.; Hal Roach Studios, Inc.; Twentieth Century-Fox Film Corp.; Universal Pictures Co., Inc.; and Warner Bros. Pictures, Inc., wish to meet with a committee of your union for the purpose of collective bargaining. We wish to arrange this meeting in the board room of the Producers Association for Thursday, May 22, 1947, at 10 a. m. Please wire me if the time and place indicated are acceptable to you.

Sincerely,

CHARLES BOREN.

HOLLYWOOD, CALIF., May 15, 1947.

CHARLES BOREN,

*Labor Relations Committee, Motion-Picture
Producers Association, Hollywood, Calif.:*

Meeting for collective bargaining in the board room of the Producers' Association for Thursday, May 2, 1947, at 10 a. m. is agreeable to us.

Sincerely,

JON RAYMOND,

President, Screen Set Designers, Illustrators, and Decorators, local 1421.

LOS ANGELES, CALIF., May 29, 1947.

CHARLES BOREN,

*Labor Relations Committee, Motion-Picture
Producers Association, Hollywood, Calif.:*

The negotiating committee of local 1421 met with you on May 22, 1947, for the purpose of collective bargaining. At that meeting you refused to recognize local

1421 as bargaining agent for the set decorators, which employees are recognized to be within the jurisdiction of our union by NLRB certification, by the A.F. of L. jurisdictional directive of December 1945, and by the jurisdiction awarded this local union by the brotherhood of painters. In addition to these authorities, we point to past bargaining history. While you have evaded the completion of a contract with local 1421 for decorators and other classifications, you nevertheless recognized the decorators as a part of our unit during months of negotiations prior to the current lock-out. Local 1421 filed unfair labor charges against you with the NLRB in September 1946 because of your long failure to bargain in good faith with this union.

Now you contend that there is a contest for representation of set decorators. In the light of unfair labor charges now pending on behalf of this group, and regardless of your determined efforts to discourage and to reduce a majority with respect to the decorators, we find that no valid counterclaim can exist. We therefore renew our demand that Columbia Pictures Corp.; Samuel Goldwyn Productions; Loew's, Inc.; Paramount Pictures, Inc.; Hal Roach Studios, Inc.; RKO-Radio Pictures, Inc.; Republic Productions, Inc.; Twentieth Century-Fox Film Corp.; Universal Pictures Co., Inc.; and Warner Bros. Pictures, Inc., meet us for bona fide collective bargaining for the following classifications of employees which are components of local 1421: Set designers, sketch artists, set decorators, model builders, assistant costume designers, costume illustrators, assistant and apprentice classification that pertain to each of the above-listed group. We wish to arrange this meeting for Tuesday, June 3, 1947. Please wire me if this date is acceptable and state place and time convenient to you.

E. M. GILBERT,

Business representative, Screen Set Designers Illustrators and Decorators, local 1421.

[Telegram]

JUNE 2, 1947.

E. M. GILBERT,

*Business Representative, Screen Set Designers, Illustrators and Decorators, Local 1421,
Los Angeles, Calif.:*

By reason of my absence from my office over the week end I did not receive your wire of May 29 until this morning. Prior engagements make it impossible for me to meet with you on June 3. I suggest that we meet at 10 a. m. on June 9, 1947, at the association offices. It is my view that we can make progress toward a settlement of our differences only by discussing them and that no useful purpose is served by exchanging wires stating our respective positions. However, in view of the statements in your wire, I want you to understand that the producers take the position that by reason of the National Labor Relations Board decision dated May 7, 1945, set decorators constitute a separate appropriate unit at each studio for purposes of collective bargaining. The producers must postpone any and all negotiations with respect to set decorators until the National Labor Relations Board has determined what steps it will take with respect to the petition filed by another union claiming the right to represent such employees. The producers are required to conduct themselves in strict accordance with the National Labor Relations Act, and under the provisions of that act, when two unions claim the right to represent employees, and when one of the two unions has filed a representation petition with respect to such employees, the employer is not permitted to negotiate with either union until the board has made a determination with respect to such petition. In the meantime I suggest that we engage in collective-bargaining negotiations with respect to the other collective-bargaining units which you represent, consisting of set designers and others, to the end that we may make progress toward a settlement of our differences. Please advise me if the date suggested above for our meeting is satisfactory.

CHARLES BOREN.

HOLLYWOOD, CALIF., June 6, 1947.

CHARLES BOREN,

*Chairman, Motion Picture Producers Labor Committee,
Hollywood, Calif.:*

The executive committee of screen set designers, illustrators and decorators, local 1421, declines your invitation to meet with the producers on June 9 under

the conditions imposed in your June 2, 1947, wire to us. Local 1421 is certified by the NLRB as sole bargaining representative for set decorators. The A. F. of L. directive of December 1945 assigns the set decorators to this union and the producers have recognized these employees as part of local 1421 since October 1945. We find no legal justification for your present refusal to recognize this group of our members but find, instead, that the producers have taken a quite illegal position. Under these circumstances we must decline to bargain for only part of our union or to be a party to dealings which waive or ignore the legal bargaining rights of any segment of our membership. Our letter follows which more thoroughly explains our views in this matter. Please know that this union's negotiators remain ready to meet and bargain with the producers at any time they are willing to negotiate with the union for all the designers, illustrators, decorators, model builders, assistant costume designers, and costume illustrators properly included therein. Sincerely,

E. M. GILBERT,
*Business Representative, Screen Set Designers,
Illustrators and Decorators, Local 1421.*

SCREEN SET DESIGNERS, ILLUSTRATORS AND DECORATORS,
Los Angeles 46, Calif., June 6, 1947.

Mr. CHARLES BOREN,
*Chairman, Motion Picture Producers Labor Committee,
Hollywood, Calif.*

DEAR MR. BOREN: We wired you today that we cannot meet with the producers on June 9, 1947, under the conditions imposed in your telegram of June 2, 1947, which suggested a meeting on that date.

In further explanation of our reasons for declining to meet and because we wish full understanding between your producers' committee and our organization, we are sending this communication as suggested in that wire.

The condition you impose for the June 9 meeting is that we omit a segment of our union, the set decorators, from those negotiations. Your telegram states: "The producers must postpone any and all negotiations with respect to set decorators until the NLRB has determined what steps it will take with respect to the petition filed by another union claiming the right to represent such employees."

You are aware that the NLRB certified local 1421 as sole bargaining representative for the decorators on October 26, 1945. That certification is still in full force and effect. It cannot be set aside by the irresponsible filing of a petition by the IATSE. The National Labor Relations Act imposes upon the producers the legal obligation to bargain in good faith with the representative of these employees, an obligation the producers have not fulfilled. We must therefore repeat that we consider your present withdrawal of recognition to be illegal and insincere.

We have tried to discern the real reason behind the producers' present stand. We have examined the studio machinists NLRB case No. 2C-2735, which has many parallel circumstances. In it we find Mr. Kahane's sworn testimony to the effect that the producers have constantly chosen to risk violations of the law in order to comply with the demands of Walsh and Brewer of the IATSE. Mr. Kahane estimated that the producers had paid more than \$7,000,000 to IATSE strike-breaking reserves in the face of threats (or fancied threats) by the IATSE to close the motion picture theaters. We would expect Mr. Kahane to put forward a similar explanation for the similar conditions which confront us today.

In our opinion, and we have so stated to the NLRB, the relations between the producers and the heads of the IATSE are collusive and conspiratorial rather than as they are described by witness Kahane. But even if his version and explanations were accurate, the NLRB and the courts have declared that such coercion is no excuse for an employer's failure to discharge his legal obligation to bargain.

In the light of these legal considerations we feel that our organization would become a party to an existing conspiracy to violate the law if we now acceded to negotiations which neglected the set decorators' legal rights.

Our decision does not rest upon these legal grounds alone. Local 1421 has other cause to question the producers' good faith in their bargaining procedure.

You are familiar with the many instances during the last 3 years in which this union's negotiations have been delayed or disrupted by "jurisdictional" questions raised by the producers, the IATSE, or some other organization. At least five such instances occurred during 1946 before the current dispute began. At least two of these disruptions arose through acts of an independent, unaffiliated society, an organization which could not possibly give Mr. Kahane reason to state the producers were "in the middle." Our members consider the producers primarily responsible for such provocations and you can understand why we tend to view a new jurisdictional obstruction to be an evidence of bad faith.

Local 1421 must continue to defend the legal bargaining rights of all its members. We insist on the inclusion of the decorators in our negotiations for the sake of those members who have been coerced into affiliation with the IATSE as well as that majority of decorators who still express their allegiance to our union. We cannot encourage you to think we will consent to abandon any part of our membership. We cannot discuss a settlement of our differences as long as the producers make it a precondition that we surrender the legal rights of any of our members.

We want to settle the current controversy.

We do not believe there is any obstacle to such a settlement that cannot be overcome in direct and sincere negotiations between the producers and the elected representatives of their employees.

We are therefore ready to meet with the producers at any time they are willing to proceed in collective bargaining as defined in our telegram to you dated May 29, 1947.

Sincerely yours,

EXECUTIVE COMMITTEE,
SCREEN SET DESIGNERS, ILLUSTRATORS
AND DECORATORS, LOCAL 1421,
By E. M. GILBERT, *Business Representative.*

EG; rl

LOS ANGELES, CALIF., July 1, 1947.

CHARLES BOREN,
Producers Committee,
Hollywood, Calif.:

Without relinquishing any of this union's claims that it is the legal bargaining representative for set decorators, local 1421 requests a meeting with the producers of your association to negotiate for the other classifications included in our union as suggested in your telegram of June 2, 1947, to us. Will you please advise the place and the earliest possible time such a meeting can be arranged.

E. M. GILBERT,
Business Representative, Screen Set Designers,
Illustrators and Decorators, Local 1421.

[Straight wire]

JULY 3, 1947.

E. M. GILBERT,
Business Representative, Screen Set Designers, Illustrators and
Decorators, Local 1421, Hollywood, Calif.:

If 10 a. m. Tuesday, July 15, at the producers' office is a satisfactory date and place for meeting with your organization, would you please confirm.

CHARLES BOREN.

HOLLYWOOD, CALIF., July 8, 1947.

CHARLES BOREN,
Producers' Labor Committee,
Hollywood, Calif.:

Our negotiating committee will meet with the producers on July 15, as you suggest in your telegram of July 3.

E. M. GILBERT.
Business Agent, Screen Set Designers, Illustrators and Decorators,
Local 1421, 1995 North Sycamore Avenue, Hollywood, Calif.

LOS ANGELES, CALIF., August 6, 1947.

CHARLES BOREN,
Producers' Labor Committee,
Hollywood, Calif.:

Our negotiating committee wishes to request a meeting with you at your earliest convenience.

G. M. GILBERT,
Business Representative, Screen Set Designers,
Illustrators and Decorators, Local 1421.

Mr. McCANN. Now, Mr. Casey, does this complete the letters and telegrams from your file between the parties that you mentioned?

Mr. CASEY. Yes, sir.

Mr. McCANN. I have a few questions to ask you before we adjourn for lunch.

Mr. Casey, when the executive committee of the American Federation of Labor was appointed to consider the problems in Hollywood and to prepare recommendations which were to be binding upon all the unions, do you know what sort of an investigation they were supposed to make?

Mr. CASEY. No, sir; I do not.

Mr. McCANN. Well, were they—

Mr. CASEY. I understood from the directive it was to be a thorough investigation of the conditions in Hollywood.

Mr. McCANN. You say that is an assumption, or do you know that was the directive?

Mr. CASEY. I think that was the directive.

Mr. McCANN. Do you know how long they were in Hollywood?

Mr. CASEY. If I remember correctly, I think about a week.

Mr. McCANN. Did all three of them come?

Mr. CASEY. Yes, sir.

Mr. McCANN. Did they call on you while they were here?

Mr. CASEY. On Saturday morning I got a call from one of the committee asking if I could arrange for them to visit the Paramount Studio on that date.

I called Mr. Boren and made arrangements so they could go over there. I never saw one of them in my life, but when the man telephoned and said the three of them were here and wanted to go, I know there must have been three of them here.

Mr. McCANN. That is the only contact that, as the representative of the producers, had with this committee?

Mr. CASEY. Yes, sir.

Mr. McCANN. A call asking for permission to visit Paramount Studio?

Mr. CASEY. Right.

Mr. McCANN. Do you have any report on what took place there—how long they were there?

Mr. CASEY. I understood they were there a short while and then they had lunch. I don't think they were there over 3 or 4 hours.

Mr. McCANN. Did they go to any of the other studios?

Mr. CASEY. Not to my knowledge.

Mr. McCANN. Did they hold any hearings while they were here?

Mr. CASEY. Not that I attended.

Mr. McCANN. Do you have any personal knowledge of the nature of the investigation which they conducted while they were here?

Mr. CASEY. No; I have not.

Mr. McCANN. You have referred in your testimony to a contract which was entered into between the carpenters and local 80. Is that local 80 of the IATSE?

Mr. CASEY. Yes, sir.

Mr. McCANN. And I believe that has been received in evidence?

Mr. LUDDY. Yes.

Mr. PRICE. That is exhibit 6.

Mr. McCANN. Mr. Chairman, since this is going to be an exhibit, has been received in evidence as an exhibit, I am going to ask the reporter not to copy it in the record, and let me read it to everyone concerned.

(Exhibit 6 was here read by Mr. McCann and will be found reproduced in the appendix.)

Mr. McCANN. Now, Mr. Casey, I have a few more questions to ask you.

Did you, yesterday, hear the testimony of the two representatives from Warner Bros. and from Columbia Studios with respect to the orders which they received from your office concerning the discharge of carpenters who refused to do their work?

Mr. CASEY. I did.

Mr. McCANN. Did you give any such orders from your office to these men who testified yesterday?

Mr. CASEY. I did not.

Mr. McCANN. There were no instructions issued from your office at all?

Mr. CASEY. Not from my office, sir.

Mr. McCANN. To Mr. Sax?

Mr. CASEY. No, sir.

Mr. McCANN. Or to Mr. Hopkins?

Mr. CASEY. No, sir.

Mr. McCANN. They were to discharge carpenters who did not do their work?

Mr. CASEY. No instructions from me.

Mr. McCANN. Well, did it come out of your office from anyone in your office?

Mr. CASEY. Not that I know of.

Mr. McCANN. That was what they said yesterday, wasn't it?

Mr. CASEY. I believe it was.

Mr. McCANN. Were you ever present at any meetings between the executive board and the producers?

Mr. CASEY. Executive board—

Mr. McCANN. Executive board—it must be of the producers.

Mr. CASEY. Yes; I was present sometimes.

Mr. McCANN. Were you present at meetings between—I don't know what this executive board question suggested here is.

Mr. CASEY. It probably means the labor board—labor committee.

Mr. McCANN. Were you ever present at any meetings between the producers and the labor committee you mean?

Mr. CASEY. Yes, sir.

Mr. McCANN. Whom do you mean by the labor committee?

Mr. CASEY. Mr. Kahane, Mr. Mannix, Mr. Freeman, Mr. Work, and, I think, Mr. Ezzell, and four or five other men connected with the studios.

Mr. McCANN. Were you present at any of their meetings?

Mr. CASEY. Some of their meetings; yes, sir.

Mr. McCANN. Can you tell us what, if anything, took place at any of those meetings relating to the problems here that you think this committee would be interested in?

Mr. CASEY. I was present when Mr. Cambiano came in and made his declaration.

Mr. McCANN. What did he say?

Mr. CASEY. He said that this new directive had come out and that he had instructions from his president to put it into effect, and that they would have to have that work or they would declare those sets "hot" by 6 o'clock the next morning.

Mr. McCANN. What date was that, sir?

Mr. CASEY. I think around September 11 or 12, if I am correct; that is, to the best of my knowledge and belief.

Mr. PRICE. September 11, I think.

Mr. McCANN. September 11, you think, is correct?

Mr. PRICE. Yes.

Mr. McCANN. Now, were you present on the six- or seven-man hook-up over the telephone that talked with the so-called committee?

Mr. CASEY. No, sir.

Mr. McCANN. You didn't hear any of that conversation that went on between the Screen Actors Guild and the arbitration committee of vice presidents of the American Federation of Labor?

Mr. CASEY. I did not.

Mr. McCANN. Mr. Casey, were you at any conferences with the IATSE leaders in regard to the controversy on set erection?

Mr. CASEY. With the IATSE leaders?

Mr. McCANN. Yes; DuVal is supposed to be their man out there, isn't he?

Mr. CASEY. I have had several meetings with Mr. DuVal.

Mr. McCANN. Did you have any conferences with him over this set-erection situation?

Mr. CASEY. Not with him over the set erection. He was present several times when I think a man named Singleton, again, during that 30-day period—every time I talked to Singleton, DuVal was there.

Mr. McCANN. Yes.

Mr. CASEY. But I made the decisions as I saw fit.

Mr. McCANN. And to whom, when you were acting as arbitrator, did you give the erection of sets on the stages?

Mr. CASEY. It depended on—some stages I gave it to the carpenters and some I gave to the set erectors.

Mr. McCANN. On what basis did you make your determination?

Mr. CASEY. On the basis of the directive that said that stuff built on the stages went to the set erectors, but that stuff built in the mills went to the carpenters.

Mr. McCANN. So you tried your best to follow the directive that was issued on December 26, wasn't it, 1945?

Mr. CASEY. I certainly did. I didn't believe in it. I don't think it was right. I don't think anybody can interpret it 100 percent, but I followed the directive.

Mr. McCANN. You followed that directive continuously during the 30 days you were acting as an arbitrator?

Mr. CASEY. I did.

Mr. McCANN. Did they carry out your orders on that?

Mr. CASEY. They did.

Mr. McCANN. Now, did you have any conferences with Sorrell prior to the time that this strike actually broke?

Mr. CASEY. Hundreds.

Mr. McCANN. Hundreds of them?

Mr. CASEY. Yes.

Mr. McCANN. Did you have any conferences with Sorrell and with the representative of the IATSE together to try to prevent this strike from taking place?

Mr. CASEY. I don't think I did.

Mr. McCANN. Did you ever give any counsel or advice to Mr. Sorrell as to what he should do or to the other man as to what he should do?

Mr. CASEY. The only thing I ever told Mr. Sorrell was that I wished to God he wouldn't call the strike, because it was going to cause trouble for the poor devils working; those were the ones I was interested in.

Mr. McCANN. You certainly never advised him to call one?

Mr. CASEY. I certainly did not.

Mr. McCANN. Did you have any argument with your own committee with respect to their determination to discharge these carpenters?

Mr. CASEY. I did not.

Mr. McCANN. Were the orders to discharge the carpenters issued by the Kahane committee or were they issued by you, or do you know who they were issued by?

Mr. CASEY. I don't know who they were issued by, but they were not issued by me.

Mr. McCANN. Were you present at any time when Mr. Brewer requested the committee to fire carpenters and painters?

Mr. CASEY. Mr. Brewer several times came into meetings we had and requested that he had men on the bench and that his men should have the work, and he was demanding that his men be put to work.

Mr. McCANN. Did he specifically say, "Fire these carpenters and painters and put mine to work"?

Mr. CASEY. No; I don't think he did.

Mr. McCANN. He just simply said he had men on the bench and he insisted—

Mr. CASEY. And he insisted on those men being put on the job.

Mr. McCANN. You were present at meetings when he did that?

Mr. CASEY. Yes, sir.

Mr. McCANN. Mr. Chairman, I don't want to release Mr. Casey. I think probably he will be on call here for a good many days. I do want to start with Mr. Boren right after lunch. I wonder if we could—

Mr. KEARNS. Mr. Counsel, Mr. Casey still has the \$64 question to answer that I called on him to answer yesterday.

Mr. CASEY. That is right.

Mr. KEARNS. I am going to let him sleep on it over the week end.

Mr. CASEY. All right.

Mr. KEARNS. I have an announcement I want to make before recessing for the lunch hour.

At this time I wish to take the opportunity to express my deep appreciation to the press and to the American Broadcasting Co. and Station KECA for the excellent coverage of this investigation.

The accuracy of the press in reporting the testimony is most commendable. I say this very seriously, because on many of the probes I have been on I have seen testimony reported which I didn't think was quite as accurate as it could have been.

But after the last time I was here on the coast and conducted these hearings, I made comments all through the East that I certainly had great admiration for the press in Los Angeles and Hollywood and all the other surrounding communities that are covering this investigation in reporting accurately on testimony.

The services of Station KECA of the American Broadcasting Co. in relating to the public the word-for-word description of the hearing is truly a great public service. in view of the number of citizens who can attend these hearings, due to the limitation of this courtroom.

Further, I am very sorry that the authorities here in Los Angeles were unable to secure permission for the use of a larger courtroom for the consideration of the local citizens who would like to attend these hearings. After all is said and done, there is no question of importance today here in Los Angeles or Hollywood that is as close to the hearts of the folks living in Los Angeles and Hollywood as what bearing the outcome of this investigation may have toward an ultimate settlement of this jurisdictional dispute in the moving-picture industry.

Now, I also want to inform the press and the witnesses that when we adjourn this afternoon at 4:30, we will adjourn until next Monday morning. The reason for this is to give Mr. McCann and his staff ample time to do the research on testimony that is necessary in our investigation at this time, in order that we can begin Monday with our research in condition to carry on the continuity of the investigation.

Mr. McCANN. Mr. Chairman, before you close I have just two other questions I would like to ask Mr. Casey so I won't have to carry them in my mind.

Mr. KEARNS. All right.

Mr. McCANN. Did Mr. Pelton have authority to issue instructions to fire these men?

Mr. CASEY. No.

Mr. McCANN. Who is Mr. Pelton?

Mr. CASEY. He is an assistant of mine.

Mr. McCANN. Which local union or business agent has the most jurisdictional difficulties?

Mr. CASEY. Local 44, IATSE. That is known as the property men.

Mr. McCANN. Property people?

Mr. CASEY. Yes.

Mr. McCANN. Now, Mr. Chairman, we will continue and hold Mr. Casey subject to call.

Mr. KEARNS. We stand recessed until 2 p. m.

(At 11:55 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order.

TESTIMONY OF CHARLES S. BOREN, VICE PRESIDENT IN CHARGE OF INDUSTRIAL RELATIONS, ASSOCIATION OF MOTION PICTURE PRODUCERS, LOS ANGELES, CALIF.

(The witness was duly sworn.)

Mr. McCANN. Will you please state your name, your address, and your telephone number?

Mr. BOREN. My name is Charles S. Boren. My address is 615 South Saltair, Los Angeles, Calif. My telephone number is Arizona 3-0824.

Mr. McCANN. I believe that you are Mr. Johnston's first assistant; is that the correct title, or are you the general manager? Just what is your position, Mr. Boren?

Mr. BOREN. My title is vice president of the Association of Motion Picture Producers, in charge of labor relations.

Mr. McCANN. Thank you so much. Tell me what your background was before you went into this work, sir.

Mr. BOREN. I was 12 years at Paramount Pictures.

Mr. McCANN. In what capacity?

Mr. BOREN. I was in personnel, labor-relations work, and I was also in a line capacity, having the title of studio manager.

Mr. McCANN. At the time when these strikes started in 1944, 1945, 1946, what was your position at that time?

Mr. BOREN. I was studio manager and also responsible for labor relations.

Mr. McCANN. At Paramount?

Mr. BOREN. At Paramount Pictures.

Mr. McCANN. I see. Now, Mr. Boren, were you present when Mr.—is it Cabreone?—

Mr. BOREN. Cambiano.

Mr. McCANN (continuing). Came before the committee on the 11th of September, 1946, and delivered his ultimatum?

Mr. BOREN. I was.

Mr. McCANN. Who was present there at that time?

Mr. BOREN. I don't think I can recall all of the people, but Mr. Freeman, Mr. Mannix, Mr. Kahane—I am sorry, sir, I can't recall all those people.

Mr. McCANN. Were any of the counsel there?

Mr. BOREN. Yes.

Mr. McCANN. Who were they?

Mr. BOREN. I believe Mr. Benjamin was there, and Homer Mitchell probably was there; he generally attended some of those meetings. I am not certain Mr. Mitchell was there.

Mr. McCANN. Was Mr. Price there?

Mr. BOREN. No.

Mr. McCANN. Do you think of any other attorneys who were present? Mr. Luddy was not there?

Mr. BOREN. No.

Mr. McCANN. Was Mr. Brewer there?

Mr. BOREN. No.

Mr. McCANN. Well, tell us in your own words, so we will have your recollection of just exactly what took place at that occasion, what was said and what followed.

Mr. BOREN. I can't give you a verbatim—

Mr. McCANN. Just give that in your own words.

Mr. BOREN. Mr. Cambiano came in and said that he, as international representative of the carpenters, was representing the international, and that a clarification had been issued by the three-man committee and sent out here by Mr. Green, and asked us if we had that communication.

We told him that we did have it—that Mr. Hutcheson had sent such communication to Mr. Eric Johnston.

He asked us our position on the clarification, and we told him that we considered that the original directive was final and binding upon all the parties, and that that was the jurisdiction that we must by necessity follow.

Then he said that if we were not going to put into effect this new clarification, as he called it, or this clarification, that the carpenters would declare these sets "hot."

Mr. McCANN. Now, let me straighten something out for my own thinking here. Before the appointment of these three men who constituted the board that made the decision as between IATSE and the carpenters, before their appointment, Mr. Johnston went before the executive board of the American Federation of Labor, did he not?

Mr. BOREN. That is right.

Mr. McCANN. Did he at that time urge them to take action that was necessary to eliminate this jurisdictional strike?

Mr. BOREN. I believe he did.

Mr. McCANN. You were not there?

Mr. BOREN. No; I was not there?

Mr. McCANN. Did he at that time obligate the studios to be bound by the decision of these three men?

Mr. BOREN. He did. He went there with full authority to bind these studios.

Mr. McCANN. Was that in writing from the producers?

Mr. BOREN. Not to my knowledge.

Mr. McCANN. When and where and how was that authority given to Mr. Johnston?

Mr. BOREN. I was not present at the meeting where the authority was given Mr. Johnston; I was ill at the time, but as I understand it, and as it was related to me, Mr. Johnston asked for the authority and it was granted to him.

Mr. McCANN. By whom?

Mr. BOREN. By the board of directors of the Association of Motion Picture Producers.

Mr. McCANN. Do you mean by the board of directors of each producer, or by the board of directors of your association?

Mr. BOREN. By the board of directors of our association.

Mr. McCANN. Was there a minute made of that?

Mr. BOREN. I do not know.

Mr. McCANN. Would you look that up for us and see what action was taken?

Mr. BOREN. I will be glad to do so.

Mr. McCANN. If there was such minute, would you produce it for the committee?

Mr. BOREN. I will.

Mr. McCANN. You say he bound the industry by that decision, as you understand it?

Mr. BOREN. He bound the 10 members of the Association of Motion Picture Producers; yes.

Mr. McCANN. The 10 members—

Mr. BOREN. Companies.

Mr. McCANN. Companies, to abide by the decision of this board that would be selected by the executive board of the American Federation of Labor.

Mr. BOREN. May I say this, that at the time Mr. Johnston went to Cincinnati, I don't believe that he knew just what mechanics or means would be used to settle the strike. He went there with authority from the employers to take what steps were necessary to settle the strike, and they gave him authority to bind each member company in that respect, so what authority he exercised at Cincinnati was authorized.

Mr. McCANN. Now, he still didn't know what they were going to do. Did they appoint this three-man committee while he was there?

Mr. BOREN. That I can't answer, whether he was there or not, or while he was there.

Mr. McCANN. Now, were you present at any meeting between the time that Mr. Johnston went to Cincinnati—I believe that is where he went, was it, to see the board—

Mr. BOREN. Yes.

Mr. McCANN. —and the time that the so-called directive came out, around December, I think the 26th, 1945, at which the board took action in any way, shape, or form with respect to what would be done by this committee? Was it discussed at any of those meetings?

Mr. BOREN. I am sorry. I don't understand your question.

Mr. McCANN. Let's strike it and we will try it over again.

We have Mr. Johnston going to Cincinnati.

Mr. BOREN. Right.

Mr. McCANN. We have the power vested in him by the producers' association to make any bargain that he wanted to make.

Mr. BOREN. Right.

Mr. McCANN. We have Mr. Johnston binding the companies to be bound by the directive that is issued from the American Federation of Labor with these people. Do we have any ratification of any approval or any discussion at any meeting of your board of directors after Mr. Johnston came back and before the directive came out?

Mr. BOREN. Not that I recall.

Mr. McCANN. Will you look over your minutes from the time the authority was given to Mr. Johnston right on down through this period and see, if anywhere along there, there is action taken by your board on this situation?

Mr. BOREN. I will, but I would like to tell you I am not a member of the board of directors of the Association of Motion Picture—

Mr. McCANN. I understand you aren't. Don't you have those minutes in your custody?

Mr. BOREN. I do not. The secretary may have them.

Mr. McCANN. Who is that?

Mr. BOREN. Mr. James Howie.

Mr. McCANN. Is he in your office?

Mr. BOREN. He is.

Mr. McCANN. Would you ask him to do that, please, sir?

Mr. BOREN. Yes.

Mr. McCANN. I wish you would make a personal search for the minutes for us.

Mr. BOREN. All right.

Mr. McCANN. When the directive came out on December 26, 1945, did your board meet and take any action, that you know of, at that time, with respect to the directive?

Mr. BOREN. Well, we were bound by the directive. There wasn't any question of any action by the board, to be bound by it, because Mr. Johnston was already vested with that authority.

When the directive came out, as it has been testified here, Mr. Hutcheson of the carpenters' union would not go along with the directive.

Mr. McCANN. Didn't they go back to work?

Mr. BOREN. Oh, yes; everyone went back to work. All strikers went to work—went back to work October 31, 1945. But the directive was not issued until December 26, 1945.

Mr. McCANN. They all went back to work at what time?

Mr. BOREN. October 31, 1945.

Mr. McCANN. That is, on the Beverly Hills treaty?

Mr. BOREN. No; that was by order of the executive council of the American Federation of Labor.

Mr. McCANN. They went back to work October 31 and the directive came out the 26th of December?

Mr. BOREN. That is right.

Mr. McCANN. Go ahead. You say the carpenters would not obey that directive?

Mr. BOREN. Between October 31 and December 26, 1945, there was no directive.

Mr. McCANN. I know.

Mr. BOREN. And the work assignments were given in the studios by the customary practice which had preceded the strike. And when the directive came out, we had word that Mr. Hutcheson, of the carpenters' union, felt he was not bound by this directive. The directive itself was not put in until, as I remember, sometime in February, after Mr. Mannix, Mr. Freeman, Mr. Kahane, Mr. Benjamin, and everybody had flown to Miami and appeared again before the executive council to get orders again, was this directive final and binding, which they said it was, and then they came back and they ordered it put into effect.

Mr. McCANN. That was put into effect in February?

Mr. PRICE. January 26.

Mr. BOREN. I am sorry. I thought it was around the 1st of February.

Mr. McCANN. January 26?

Mr. PRICE. Yes.

Mr. McCANN. Tell us what happened from January 26 to the 11th day of September 1946. Was the directive obeyed?

Mr. BOREN. The directive was obeyed; yes. We had numerous jurisdictional arguments between the carpenters and the IATSE as to how the directive should be applied. But, in general, we went ahead without any drastic work stoppages.

Mr. McCANN. Now, there came into being, then, on August 26th—was that the date this clarification—

Mr. PRICE. August 16.

Mr. McCANN. August 16, the clarification.

Mr. BOREN. Yes.

Mr. McCANN. If you were bound by the judgment of the board appointed by the A. F. of L., can you tell me why you shouldn't be bound by the clarification of the same board, issued subsequently?

Mr. PRICE. Calling for a conclusion. I will be glad to answer you.

Mr. McCANN. I will let you answer it in your turn, sir. I want to ask him now as a layman. I am asking him as a layman for his opinion here for what it is worth.

Mr. BOREN. As I understood it, the directive was final and binding on all parties. The committee was dissolved—didn't have any more standing. They had completed their job.

Mr. McCANN. They completed their job on the 26th of December?

Mr. BOREN. Right.

Mr. McCANN. 1945, didn't they?

Mr. BOREN. Right.

Mr. McCANN. And yet the group all got in a plane and went down to Miami?

Mr. BOREN. Yes.

Mr. McCANN. And a month later they were instructed that this was the rule that was to be followed?

Mr. BOREN. That is right.

Mr. McCANN. So while they had done the job on the 26th, you didn't pay any attention to what was done on the 26th until it was reaffirmed on the 26th of the next month, did you?

Mr. LUDDY. Mr. McCann, it wasn't on the 26th of February they went to Miami. It was on the 26th of February when they put the directive—

Mr. PRICE. Of January.

Mr. LUDDY. Of January. It was early in January they went down to Miami.

Mr. McCANN. I understand they went down to Miami, though, because they weren't satisfied with the directive.

Mr. PRICE. That is not right.

Mr. BOREN. No.

Mr. McCANN. Tell me what the facts are.

Mr. BOREN. They went down to Miami because they did not want to have any other work stoppage in the studios, because we understood that Mr. Hutcheson was not going to obey that directive. We wanted to be certain that we had the full backing of the executive council of the American Federation of Labor. We had it reaffirmed down there and they told us that directive was final and binding—that the committee had been disestablished, as I am told.

Mr. McCANN. The committee had been disestablished?

Mr. BOREN. Right.

Mr. McCANN. That is what they told you in Miami?

Mr. BOREN. Didn't tell me that.

Mr. McCANN. Did they tell the other group that?

Mr. BOREN. That is my understanding—that that is the document, and to put it into effect.

Mr. McCANN. This reminds me, Mr. Boren, of going to a justice-of-the-peace court and then going to the district court for a review of the justice-of-the-peace court, and then having the district court pass an opinion that the justice of the peace was right, and going back and

having the justice of the peace pass on his own opinion. It is just as complicated as that, from the standpoint of law.

Mr. BOREN. That is right.

Mr. McCANN. You came back here and 1 month after the directive had come out, having been assured by the council that it was authoritative and final, and you say that the committee had been dismissed.

Mr. BOREN. I think so; yes, sir.

Mr. McCANN. The committee had been—what is the correct word there; let's see—disbanded, if you want.

Mr. BOREN. All right.

Mr. McCANN. You proceeded and came back here, and on the 26th of January you put the directive into effect, and that directive operated then until the 11th day of September 1946, when Mr. Cambiano came in and made a demand based upon the new directive that came from the committee.

Mr. BOREN. Right.

Mr. McCANN. Is that correct, sir?

Mr. BOREN. Yes, sir.

Mr. McCANN. All right.

Mr. BOREN. I want to say something also about the delay in putting in the directive. It was not only the question of Mr. Hutcheson's acceptance, but the directive compelled us to organize our studio in a different manner, and we wanted to have time to review it and organize ourselves so we could put it in.

Mr. McCANN. You did, then, between the time of the directive and the 26th of January, organize your studio so as to put that directive into effect?

Mr. BOREN. Right.

Mr. McCANN. Tell me what the organization of your studio was.

Mr. PRICE. That was done—

Mr. BOREN. Beg your pardon?

Mr. McCANN. Tell me what was done in the organizing of your studio to put into effect the directive.

Mr. BOREN. Well, certain supervision had to be—

Mr. McCANN. Tell us just what the supervision was, if you please.

Mr. BOREN. We needed to hire supervisors to supervise the erection of sets on stages; that was one thing.

Mr. McCANN. You had to hire supervisors. You mean to hire a sort of an arbitrator to sit on that?

Mr. BOREN. No; we needed someone—we needed to get our work processes in such order we could eliminate as much duplication as possible between carpenters in the mills and set erectors on the stages, because certain habit patterns are established in the studios, as far as work is concerned, and this directive caused us to make a change in our manufacturing processes.

Mr. McCANN. And you conformed to the directive in that respect?

Mr. BOREN. Right.

Mr. McCANN. And made those necessary changes?

Mr. BOREN. Right.

Mr. McCANN. Now, do you know, or have you heard and can indicate who does know, whether at the meeting in Miami Mr. Hutcheson obligated himself to live up to this directive?

Mr. BOREN. I was told that he did.

Mr. McCANN. All right. By whom were you so told?

Mr. BOREN. I was told, as I recall, by Mr. Freeman or Mr. Mannix, or someone of that kind.

Mr. McCANN. That is what I want, so we can bring them in.

Mr. COBB. I move to strike—

Mr. McCANN. You understand this is hearsay. We are not striking it, because I am asking this question for the purpose of securing the names of those who heard it.

Mr. COBB. It is not taken as evidence—

Mr. McCANN. No.

Mr. BOREN. I would say that I understood, at the conference in Miami, that while our representatives were present, Mr. Hutcheson didn't open his mouth at all about it; that was testified here. I understood from other people that all parties had agreed to abide by the decision of the committee.

Mr. McCANN. That is all right. But the question I asked you and you said you thought—you didn't say it was a fact, and the record will so show—you thought Mr. Hutcheson had expressed a willingness to abide by this decision, to either Mr. Freeman or to Mr. Mannix. I want to find—

Mr. BOREN. Wait a minute. I didn't say—

Mr. McCANN. Let's make that clear.

Mr. BOREN. I want to get it clear, because Mr. Mannix and Mr. Freeman were not in Cincinnati. I understood, it has got to come back probably through Mr. Eric Johnston, and I understood he went back there and made an agreement to settle the strike and resolve the difficulties in Hollywood. All parties to the conference had agreed, including Mr. Hutcheson, that the decision of the three-man committee would be final and binding on all parties.

Mr. McCANN. Well, now, wait a minute. Where is Mr. Johnston at this time?

Mr. BOREN. I have no idea.

Mr. McCANN. Has he returned to the United States?

Mr. BOREN. I read in the papers that he was in Spokane, the last time I heard.

Mr. McCANN. Would you please communicate with him and tell him we would like to have him here on the 25th, sir? We want him here a week from this next Monday, and I think that he will come without a subpoena. We would just like to have him here to ask him some questions personally.

Now, that is not the question that I was driving at a while ago, though, and I come back to the same thing.

When the group went to Miami, the directive was out, you understand?

Mr. BOREN. It was.

Mr. McCANN. It was not something that they agreed to beforehand—Hutcheson might have agreed to it on the assumption that everything was going to be just satisfactory to him. Now, what I want to know is, that when the group went to Miami, you gentlemen representing the producers were down there.

Mr. BOREN. Yes.

Mr. McCANN. And were told that this was a directive of the American Federation of Labor. Were any of them told by Mr. Hutcheson that he would be bound by that?

Mr. BOREN. I don't think so. I don't know. I wasn't there, as a matter of fact. I can't testify to that.

Mr. McCANN. Well, now, that is what I was trying to get at. So most of this is worthless. I was trying to find if one of the men could answer that.

Mr. BOREN. Understand, I was not at any of those meetings.

Mr. McCANN. All right. Now let's move on. On the 11th of September 1946, when Mr. Cambiano came in, did he purport to speak for Mr. Hutcheson, or for the local union, or the carpenters' union?

Mr. BOREN. He spoke for the international.

Mr. McCANN. He spoke for the international?

Mr. BOREN. Yes, sir.

Mr. McCANN. When he said "You must conform your procedure or procedures to the new interpretation of the directive," he was speaking then for Mr. Hutcheson and the international organization rather than for local 946?

Mr. BOREN. I think he spoke for both. I might say in that regard, not only for the international, but he also spoke for the local, because the local representatives were in there at the time.

Mr. McCANN. Who was in there representing the local when he gave this message?

Mr. BOREN. I can't recall that, but Jim Skelton, the business representative, I am sure was there; maybe Mr. Sproul was there, and others. You would have to ask them.

Mr. McCANN. All right. Now following that meeting on the 11th, that ultimatum, industry must have had some meetings of its own; did it not?

Mr. BOREN. Yes.

Mr. McCANN. When did you hold a meeting to discuss the ultimatum?

Mr. BOREN. I can't give you the exact date. I will tell you what happened after that, though—I can tell you that.

Mr. McCANN. Well, was it the next day?

Mr. BOREN. No.

Mr. McCANN. Well, at the meeting, the first meeting held after this ultimatum, what took place?

Mr. BOREN. We discussed what we were going to do.

Mr. McCANN. Wait a minute, now. Who was there that time?

Mr. BOREN. I can't give you all the names.

Mr. McCANN. Have you got minutes of that meeting?

Mr. BOREN. Not that I know of, but I can tell you generally who were at those meetings.

Mr. KEARNS. Mr. Counsel, there has been a little tendency here on the part of some of these witnesses to state that they think this or they thought that. We are getting to a place where we want definite answers.

Mr. BOREN. Well, Mr. Chairman, I am sorry that I can't give you definite answers. I can tell you who are the representatives who meet on these labor problems, but I can't tell you on this stand definitely

every individual that was there. I will be glad to name the representatives of each studio and I think they would attend. They were always there.

Mr. McCANN. Mr. Chairman, I can well understand the problem that he is facing here, because this was probably a rather lengthy meeting and with a lot of people in and out.

Mr. KEARNS. The thing I am concerned with is, I realize this is a memory situation, and I think that he should consider further, even after he leaves the stand, because there may have been someone there that we would want to hear from.

Mr. McCANN. Yes; that is a very important thing, sir.

Mr. KEARNS. It is easy enough to omit somebody's name who was in the committee.

Mr. BOREN. It would certainly be inadvertent, Mr. Chairman. I want to be as accurate as I can.

Mr. KEARNS. I don't want anyone's name omitted who was in the meetings had here.

Mr. BOREN. You ask me what are the names of the carpenters' representatives. Well, when you are meeting the carpenters' representatives, you meet with the people that you ordinarily deal with—Mr. Cambiano, Mr. Sprouls; you see either one in there, and they bring others.

Mr. McCANN. And the next day after this ultimatum there was an industry meeting, I assume, and the representatives of your companies would all be present; wouldn't they?

Mr. BOREN. Yes.

Mr. McCANN. I assume they were all present. Was Mr. Walsh present?

Mr. BOREN. No, sir.

Mr. McCANN. Was Mr. Brewer present?

Mr. BOREN. No, sir.

Mr. McCANN. Was anybody at all from the IATSE present?

Mr. BOREN. No, sir.

Mr. McCANN. Was there anyone present from the outside at all, other than your board?

Mr. BOREN. Except counsel.

Mr. McCANN. Counsel—Who were the counsel?

Mr. BOREN. Counsel would, generally speaking, be Homer Mitchell, Maurice Benjamin, Herbert Preston, and Alfred Wright. Now, that counsel was not at all meetings. Mandel Silverberg is at some of those meetings, too. He is counsel.

Mr. KEARNS. Mr. Counsel, may I ask here, how did the counsel divide or award their duties?

Mr. BOREN. I will be happy to answer that. Member companies have their own individual counsel, and they represent different companies. For instance, Mr. Alfred Wright represents Twentieth Century-Fox; Mr. Homer Mitchell represents Paramount; Mr. Maurice Benjamin represents Loew's, Inc., and I think Universal, both; Mr. Mandel Silverberg represents RKO, and I am not sure of all of their clients.

Mr. PRICE. RKO and Columbia.

Mr. BOREN. RKO and Columbia, and that is the members' counsel there.

Mr. McCANN. Now, what happened at this meeting?

Mr. BOREN. Well, you say that this meeting occurred the next day. I mean we said that in this testimony here. I don't know that that meeting occurred the next day. What happened was this: After we got Mr. Cambiano's ultimatum, the studios continued to build sets and paint them to the best of their ability without putting the men on hot sets, and as a result our mills and our stages began to pile up with hot work. Some of the sets had been completed and they were painted, and so in that case the set erectors erected them, and while they were still hot there was no occasion to use painters to paint them, or the carpenters to put the trim on them, and it finally came that we—as I say, when the studios were all crammed up and it was necessary to do something about the situation, so we had a meeting then, or meetings, I can't tell you whether there were one or two, and it was decided that the matter was hopeless—I mean, we can't do anything, we are tied up, we are in one of those jurisdictional situations again, so since we were running and we had to use the men, we knew that they would refuse to do the hot work, we decided that we would request the men to leave the premises for refusal to do assigned work, and so in respect to that we assigned these carpenters to the work, they refused to do the work assigned, and we requested them to leave the premises.

Mr. McCANN. That was decided at the meeting, then, that you had following, which may have been a day or three days?

Mr. BOREN. I think it was several days, as I recall it, Mr. McCann, because, as I said, the processes of work were going on until we were crammed up with sets, not only in our stages but in the mills.

Mr. McCANN. What I can't understand is that, from your reports here, it would indicate that your board did not consider the matter of sufficient consequence to hold an immediate meeting to determine its procedures until perhaps several days afterward. I am not trying to put words in your mouth. I am just thinking out loud. Now, apparently, from what you have said, after the ultimatum they didn't do anything for several days except to try to get along with all sides.

Mr. BOREN. Hoping that the situation would be cured, Mr. McCann. In my experience with jurisdictional cases, all we have been able to do in the past several years is toss the balls in the air and hope that time would cure the situation, but time has not cured it.

Mr. McCANN. Now, it was decided at this meeting—and can you tell us what time that meeting was, or do you have any idea whether it was on the 12th or whether it was on the 21st, or do you have any idea what time you finally had the meeting and decided the situation was hopeless?

Mr. BOREN. I would have to refresh my memory, but I think it was around the 19th or 20th or 21st.

Mr. McCANN. You think it was around that time?

Mr. BOREN. Yes.

Mr. McCANN. And you decided at that time that you were going to assign all of the carpenters that were there to hot jobs, and if they refused to work those jobs you were going to let them go?

Mr. BOREN. Going to request them to leave the premises for refusal to do work assigned.

Mr. McCANN. Now, that was the reason that you had the checks prepared, was it not, to pay those men off?

Mr. BOREN. I don't know what the industry did in regard to these checks. I can speak only for Paramount. Paramount Studios, we had the checks prepared, had them prepared on Sunday, because under California State law when a man quits or he leaves, you are required to pay those people off, so on my own orders, I myself had those checks prepared in case a man refused to do the work assigned. We were pretty morally certain that they would refuse to do the work assigned, because they had said so.

Mr. McCANN. Now, the rule in this industry has been, or was until that time, that if a man worked 2 days this week he got his check on Thursday of the next week; was that not right?

Mr. BOREN. No; under our union contracts, when a man is laid off—

Mr. McCANN. Wait a minute now. I am not talking about when he is laid off.

Mr. BOREN. That is the only time, because if the man works 5 or 6 consecutive days, he does get his pay check the next Thursday, but when he is not called back to work the next day, under contract he can get his check immediately, or generally we have the privilege of mailing the check to his home 24 hours later.

Mr. McCANN. Then, if a man was a casual employee, a day-to-day employee, if he had only worked 2 or 3 days, you would pay him there. If he worked Thursday, Friday, or Saturday of one week and you didn't want him on the next Monday, you paid him on the next Monday anyway, is that right—was that the rule in your studio?

Mr. BOREN. The rule in all studios, Mr. McCann, is that when a man is not called back to work for the next day, talking about daily workers, and most of these carpenters are daily workers, that we pay him the check at the end of the shift or we mail it to him within 24 hours. If this man were working on Saturday and he was told not to come back to the studio, we would have no more work for him, then we were obligated to mail his check to him within 24 hours. He didn't have to come to the studio Thursday to pick up his check.

Mr. McCANN. Were many of your carpenters full-time men? I mean, were many of them men who worked a 5-day week, or 40 hours a week, that were on your permanent staff as carpenters rather than as casual employees?

Mr. BOREN. Yes; many of them were.

Mr. McCANN. How many of them do you have there at Paramount?

Mr. BOREN. Well, those people that had more or less ful continuity of employment week in and week out, my estimate would be, around 125 to 150 men.

Mr. McCANN. You mean carpenters?

Mr. BOREN. Yes; they are all daily workers, you understand.

Mr. McCANN. I understand that, but you mean they were week-to-week workers, of which they were fairly sure, and had continuity of employment, approximately 150.

Mr. BOREN. Yes; I would say that they would get 240 days out of the year, or something like that.

Mr. McCANN. Those men normally did receive compensation on the Thursday following each week for their work, did they not?

Mr. BOREN. That is right.

Mr. McCANN. And, on the other hand, when you took in John Doe to work 1 day and you didn't like his work and you wanted him to get

off the premises and you were through with him, you paid him the next morning or within 24 hours, as you say?

Mr. BOREN. Within 24 hours was usual.

Mr. McCANN. Now, in this case, the fact that you had the checks ready on the Sunday before they turned down this work on the hot sets, and delivered them to them immediately, was that evidence that their services were terminated with your organization?

Mr. BOREN. No; it was not evidence, in my opinion; no, sir.

Mr. McCANN. How did you interpret it, Mr. Boren?

Mr. BOREN. Well, we knew that naturally, when we assigned these men to work, that there would be disputes and trouble, and that many men would demand their checks right away, which they have a right to do under California State law, and to avoid that trouble we wanted to have the checks ready for them.

Mr. McCANN. Now, I have some questions that have been submitted to me. One is—I don't know by whom this was submitted; it was passed to me by Mr. Cobb.

Do you know whether Mr. Johnston or anyone else from the producers received a notification from President Green to comply with the clarification of the directive?

Mr. BOREN. There is a letter from Green here that is in evidence. I would have to refer to that letter. I think that he did get a letter from Mr. Green saying there was this clarification, but I want to check the records on that.

Mr. PRICE. I think that letter was addressed to the central labor council and we got a copy of it.

Mr. BOREN. Beg pardon?

Mr. McCANN. Mr. Price has said he thinks it was addressed to the central labor council. Do you have a copy of it?

Mr. PRICE. I think it is in evidence here.

Mr. BOREN. I think it is in evidence. I am not certain of that.

Mr. McCANN. Well, if it is not in evidence, we will have to see that it gets in evidence. All right.

Now, Mr. Chairman, we will read this letter, and if you gentlemen recall that this has been read, I don't want to—

Mr. PRICE. I am sure it is in evidence.

Mr. McCANN. You are sure this is in evidence?

Mr. PRICE. I am reasonably sure. I think it was put in while Mr. Kahane was testifying. It won't hurt to include it again.

Mr. McCANN. Well, I don't recall it just at the minute, Mr. Chairman. I will read this letter.

Mr. KEARNS. No objection.

Mr. McCANN (reading) :

SEPTEMBER 21, 1946.

Mr. W. J. BASSETT,

Secretary-Treasurer, Los Angeles Central Labor Council,

Los Angeles 13, Calif.

DEAR SIR AND BROTHER: Replying to your letter dated September 18, the committee composed of members of the executive council who rendered a decision in the jurisdictional dispute which arose at Hollywood some time ago, resulting in strikes in motion-picture studios at Hollywood, decided to clarify its decision, which it did at the last meeting of the executive council held at Chicago, Ill., during the month of August.

The committee explained that the clarification of its decision was for the purpose of making clear to all concerned the real meaning of its original decision.

By direction of the executive council, copy of the clarification made by the executive council's committee was sent to the representatives of employers in Hollywood studios and to the representatives of unions interested and involved in the controversy.

I hope and trust the pessimistic view which you express regarding the application of the clarification made by the executive council's committee as set forth in the third paragraph of your letter will not prevail.

I hope and trust that good judgment and common sense will be exercised by all affected and all concerned and that the decision of the committee members representing the executive council, and its clarification of its decision, will be accepted and applied in good faith by all concerned.

It would seem most unwise and inexcusable for vicious fights to continue among unions functioning at Hollywood over a limited number of men whom each may claim come under their respective jurisdictions.

Be assured that we will do everything that lies within our power to bring about the acceptance of the decision made by the committee representing the executive council, and of its clarification of its decision, both in spirit and in letter. All parties involved in the jurisdictional disputes agreed in advance of the decision of the committee to accept it and abide by it.

It is my opinion that the Los Angeles Central Labor Council, as a chartered American Federation of Labor central body, should refrain from taking sides in any jurisdictional dispute at Hollywood. Your central body should use its good offices to bring about acceptance of the decision made by the committee representing the executive council, and the committee's clarification of said decision.

WILLIAM GREEN.

President, American Federation of Labor.

Mr. McCANN. Here is a question from Mr. Luddy, I think; is it not?

Mr. LUDDY. No, sir.

Mr. McCANN. From Mr. Price. Didn't the meeting at which Cambiano presented his demand continue into the evening and you phrased and sent a reply to him, to his demands, late that same night?

Mr. BOREN. Yes; it continued on after Mr. Cambiano was there; yes.

Mr. McCANN. Then there was a continuation of the session at which Mr. Cambiano appeared and the producers did give attention to his demands immediately, then?

Mr. BOREN. Oh, yes.

Mr. McCANN. In other words, they didn't wait several days? That clears that up.

Mr. BOREN. Yes; Mr. Cambiano came in there. Of course, we had that under earnest discussion right away. We have the utmost respect for anything Mr. Cambiano has to say.

Mr. McCANN. That is what I couldn't understand why you didn't have any meeting for several days.

Mr. BOREN. Yes; that is right.

Mr. PRICE. It is in the record.

Mr. BOREN. As I was saying, in my language, we were tossing these bones in the air, waiting for time; maybe time would cure it.

Mr. McCANN. Is it customary when you are going to lay a man off the next day to notify him the night before?

Mr. BOREN. Yes; I will explain that. Any man personally not notified at the end of his shift—he is notified at the end of his shift whether we will give him a call back or not.

Mr. McCANN. In other words, you notify him the day before if he is not going to be called back?

Mr. BOREN. That is right.

Mr. McCANN. Did you notify the carpenters on this occasion you were going to put them on hot sets and you didn't expect them to come back the next day, you wouldn't have any work?

Mr. BOREN. No; we told them to come in.

Mr. McCANN. You told them to come in. You said then, "Here is the hot set; work on it"?

Mr. BOREN. We assigned them to the work that was hot.

Mr. McCANN. You told them, "Here is your check" when they wouldn't work on it?

Mr. BOREN. No; they refused. The foreman and the construction department assigned those men to the work, and they were sent down there to work, and they refused.

Mr. McCANN. I don't want you to think for one moment I am criticizing.

Mr. BOREN. Not at all. I am going to try to answer every question you ask, Mr. McCann, as forthright as I can.

Mr. McCANN. I believe you are.

Mr. BOREN. That is right.

Mr. McCANN. I think you are going to tell the truth about it. Did you not get a letter directly from William Green to the Producers' Association, rather than the letter I read a while ago?

Mr. BOREN. That I don't know. I don't think so.

Mr. PRICE. I have never seen such a letter.

Mr. BOREN. I would have to search the records; I don't think so.

Mr. McCANN. If you find any letter, let us know.

Mr. LUDDY. You have already put in evidence the letter from Hutcheson to them.

Mr. McCANN. From Hutcheson?

Mr. LUDDY. Yes; referring to the clarification.

Mr. McCANN. We put in so much, I can't remember it.

Mr. BOREN. We did get a letter from Mr. Hutcheson to that effect.

Mr. McCANN. I want to know if Mr. Johnston received a letter directly from William Green; do you know?

Mr. BOREN. No; I don't.

Mr. McCANN. What companies agreed to assign the members of the carpenters' group to hot sets; was that agreed by all—

Mr. BOREN. Ten member companies.

Mr. McCANN. The 10 members?

Mr. BOREN. Yes.

Mr. McCANN. Now, Mr. Cobb, with all due respect, I think that that question—I don't know that it is proper and I want—I will not ask it.

Mr. COBB. It is proper in this sense: It puts an end to any confusion of whether that set was hot.

Mr. McCANN. All right. In what particular did you render the sets hot? I think that is a rather hard question. I think the better question—

Mr. BOREN. I want to say we didn't render any set hot—the carpenters rendered them hot. We wanted to assign these men to that work and they refused it.

Mr. McCANN. I think that is an excellent answer. I think he has answered the question. The carpenters issued an edict that if certain work was done by the IATSE, in the way of carpenters' work, that would make it a hot set.

Mr. BOREN. Right.

Mr. McCANN. They decided that. It was work—

Mr. BOREN. Excuse me. I am paying attention to two men here.

Mr. McCANN. What was the work that the carpenters declared would make a set hot, if the IATSE did it?

Mr. BOREN. Any time any portion of a set was erected by IATSE men, set erectors, that made it hot.

Mr. McCANN. I am not going to ask this last question, Mr. Cobb. I am sorry; I don't think that is proper.

Mr. COBB. It is proper. We don't have a full statement.

Mr. McCANN. I want to call the chairman's attention to it. I am trying to be thoroughly fair with everybody. I don't want to offer an affront to the witness, and not to call for too much of a conclusion.

Gentlemen, I am going to submit that question to you and ask if—

Mr. PRICE. You have already asked that question.

Mr. McCANN. No.

Mr. PRICE. Did we not also get a letter direct from William Green to the Producers' Association? You have asked that.

Mr. McCANN. Yes.

Mr. PRICE. I will let him answer this one.

Mr. McCANN. You want him to answer it?

Mr. PRICE. I don't want him to. If you want to ask it, he can answer it.

Mr. McCANN. Was it your deliberate plan to force the carpenters to work on sets or get out?

Mr. BOREN. In the first place, we can't force anybody to work; that is No. 1. No. 2 is that necessity compelled us to get the work done and we wanted these carpenters to do the work, and so we assigned them. When they refused to do the work, we had no other alternative but request them to leave the premises for refusing to do such assigned work.

Mr. COBB. Did they deliberately create a situation to do that work or get the men out?

Mr. BOREN. I will answer that question. We did not deliberately create any situation. The creation was the making of the carpenters, because this work was piling up and we couldn't get these men to work.

Mr. McCANN. Are you an attorney?

Mr. BOREN. I should say not.

Mr. McCANN. Are you representing the several motion-picture companies in the producers' association?

Mr. BOREN. Yes.

Mr. McCANN. Are you familiar with the Taft-Hartley Act?

Mr. BOREN. Yes; I mean I have been exposed to it.

Mr. McCANN. That is about as much as any of us have been.

Mr. BOREN. That is right.

Mr. McCANN. In your capacity, do you believe in observing the laws of the United States Government, particularly the following sections of the Taft-Hartley Act: Section 7, regarding collective bargaining?

Mr. BOREN. Yes.

Mr. McCANN. Section 8, regarding unfair labor practices?

Mr. BOREN. Yes.

Mr. McCANN. (a) By employers?

Mr. BOREN. Yes.

Mr. McCANN. (b) By employees?

Mr. BOREN. Yes.

Mr. McCANN. (d) Regarding observance of existing collective bargaining contracts?

Mr. BOREN. Yes.

Mr. McCANN. Can you state the attitude of the companies regarding the July 2, 1946, agreement between the association and the CSU unions?

Mr. BOREN. The attitude?

Mr. McCANN. Yes.

Mr. BOREN. Would you—

Mr. McCANN. Can you state the attitude of the companies regarding the July 2, 1946, agreement between the association and the CSU unions?

Mr. BOREN. I am sorry. Could you rephrase that question? I don't understand it.

Mr. McCANN. I am reading it as Mr. Cobb gave it to me.

Mr. BOREN. I don't understand the attitude. I don't understand what he means by "attitude."

Mr. McCANN. Can you state whether or not the companies respect the Beverly Hills agreement between the association and the CSU unions?

Mr. BOREN. In the first place, the Beverly Hills agreement was not between the association and the conference unions. That is the way our agreements are made in Hollywood.

Mr. McCANN. This question: Does the contract exist now? Is that what you are asking, Mr. Cobb?

Mr. COBB. As existing now.

Mr. BOREN. We consider the contract made July 2 has been breached. That is my legal advice. I have already testified I am not an attorney and I can't answer highly legal questions.

Mr. KEARNS. You are not an attorney. You don't have to answer.

Mr. BOREN. I can't answer the highly technical and legal questions.

Mr. McCANN. Have you notified the unions that the Beverly Hills agreement is no longer binding upon you?

Mr. BOREN. Well, the unions themselves have notified us in every meeting I have had with the unions; they say, "We have no contract."

Mr. McCANN. I think that is sufficient.

Mr. COBB. No, sir; I want the question, have they—

Mr. KEARNS. Mr. Cobb, I think that is a legal question. Wait a minute. I have ruled it is a legal question.

Mr. COBB. I want to state that isn't a legal question. Have they given the carpenters' union any notice that they consider that contract breached and to have no further effect; if so, let's have the notice. That isn't a legal question.

Mr. KEARNS. I think probably the attorneys have that. If they ever gave such a notice. If that notice is here, I want it; yes.

Mr. McCANN. Have you written any notice to them in regard to that?

Mr. BOREN. I have not.

Mr. McCANN. That is all. Do you know of any reason justifying the companies in refusing to abide by that contract? I think you have answered that by saying they have notified you they have no contract.

Mr. BOREN. They have no contract; that is right.

Mr. McCANN. Here is something else. Let's see what this is.

What caused the change in the producer-labor policy which resulted in the invitation to local 1946 to resume negotiations on April 16, 1947?

Mr. LUDDY. May we be informed—

Mr. McCANN. This comes from the University of California, Mr. McMahon.

Mr. BOREN. What changed it?

Mr. McCANN. What caused the change in producer-labor policy which resulted in the invitation to local 946 to resume negotiations on April 16, 1947?

Mr. BOREN. I can give you my own personal answer, and that is, speaking for myself, any conflicts that are ever going to be resolved, no matter how difficult and complex, the only way that can be done is to talk it over around a conference table. That is the only way any conflict can be resolved, no matter how large or small.

Mr. McCANN. Is that what prompted you to invite local 946 to negotiate on April 16, 1947?

Mr. BOREN. Yes.

Mr. McCANN. Did you originate that or did you get instructions from someone else on that?

Mr. BOREN. I recommended it.

Mr. McCANN. Does that complete the questions you folks want?
(No response.)

Mr. McCANN. Mr. Chairman, I am requested to read this into the record. I am going to read it in for what it may be worth.

Mr. KEARNS. Who is the request from?

Mr. McCANN. Mr. Cobb.

(Statement was here read by Mr. McCann. Later ordered stricken from record.)

Mr. PRICE. May I ask if you will read also the following paragraph that goes on to explain it more fully?

Mr. KEARNS. For what purpose is that read into the record, Mr. Counsel?

Mr. COBB. For the purpose—

Mr. McCANN. Just a moment. I think, as far as I can see, Mr. Chairman, that the same thing has been covered explicitly by the testimony of this witness. But I am requested to get these in the record. I am trying to satisfy everybody. Sometimes I don't see the relevancy of it myself, but I want to read one more paragraph now. We have done this for Mr. Cobb and now counsel to the right wants another paragraph.

Mr. PRICE. If you want to take that out, I would as soon withdraw my request.

Mr. COBB. I want it in.

Mr. KEARNS. We will recess. I want to consider whether I want it in or not.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, a few moments ago I read into the record a decision from the Department of Employment of the State of California. I didn't know what I was reading at the time I picked it up. It was passed to me by Mr. Cobb.

At the beginning of this hearing we made an emphatic request that if there were any documents or any records counsel wanted admitted into evidence, they should submit them to us in advance, with a summary of what was in the record, because our primary objective here is to find out for ourselves and not have somebody else find out for us what this is all about.

If, for example, we had to take Senator Tenney's book and put it in this record, to help out somebody here, and the unabridged reports of the State investigations that have been held, and everything else that has been done in this town, we wouldn't get a report out for 2 years. We would be lost in the volume of our record.

I have as much as 300 or 400 pages lying on my desk now to read, to pass on what can be used on Monday. I have witnesses to interview, and all of that. I am going to insist upon that rule, and I don't want to make anybody unhappy, but no document, with your permission, Mr. Chairman, will be received from anybody and read into this record from now on unless it is correspondence between the parties in interest.

Therefore, I ask that this decision which I have just read be stricken from the record.

Mr. KEARNS. So ordered.

Mr. McCANN. Mr. Chairman, I do not believe these questions, any of them, are appropriate. I think the matters have been covered in the examination.

Mr. KEARNS. All right.

Mr. McCANN. Here are some more questions. Let's look at them.

Mr. KEARNS. Mr. Counsel, another suggestion here. It seems to me, as this thing goes on, we can pretty well anticipate who the witnesses will be. Couldn't counsel get these questions to you before the hearing, so you could look them over, rather than taking this time out of the hearing?

Mr. COBB. These develop in the examination.

Mr. McCANN. I am developing certain facts. There may be questions.

Mr. KEARNS. Yes. I mean, there might be some they could anticipate, couldn't they?

Mr. McCANN. It makes it rather difficult, particularly because I have to consider whether the question fits into our scheme of things, rather than into something else.

Mr. KEARNS. That is right.

Mr. McCANN. I am going to read this question and see if the witness can answer it. Were all members of the carpenters' union 946 dismissed and put off the lot even though some of them were not called upon to work on "hot" sets?

Mr. BOREN. I can't answer that. Are you applying that to Paramount Studios?

Mr. McCANN. I am talking about your studio, within your knowledge. I certainly don't want you to speak for something you don't know about.

Mr. BOREN. Right. Paramount Studios, to my knowledge, the carpenters then employed were assigned to the sets.

Mr. McCANN. To "hot" sets?

Mr. BOREN. Yes.

Mr. McCANN. When they refused to work on them, they were put off, they were given—

Mr. BOREN. We had requested them to leave the premises for refusing to do assigned work.

Mr. McCANN. Were carpenter foremen and unit supervision men laid off at the same time as carpenters?

Mr. BOREN. I can't answer that. I don't think so. I think some of the carpenter foremen—the gang bosses, as we call them in the studio—assigned some of the work. I don't think they were, because they weren't assigned the work.

Mr. McCANN. Were any carpenter foremen who were not assigned to "hot" work laid off?

Mr. BOREN. No; I don't think so.

Mr. McCANN. Were they denied continued work, even though they were not required to do carpenter work?

Mr. BOREN. They continued to work until the picket lines were established, and they would not cross the picket lines.

Mr. McCANN. Mr. Chairman, I think that completes the examination of Mr. Boren. I would like to ask, Mr. Boren, that you be available for recall in case we have any matters to come up.

Mr. BOREN. Any time you wish.

Mr. KEARNS. Mr. Boren, what is your title again?

Mr. BOREN. Vice president of the Association of Motion Picture Producers. My responsibility is for negotiations on behalf of its member companies and in recommending labor policy for the industry.

Mr. KEARNS. Well, you are more or less taking over the duties, then, that Mr. Casey had?

Mr. BOREN. Yes, sir.

Mr. KEARNS. Do you feel that you are properly qualified to perform this job?

Mr. BOREN. Yes; I do.

Mr. KEARNS. That is fine. I always like to hear from a man as to whether he feels he is capable of doing a job. You then really are the fellow who negotiates for a pool business, aren't you?

Mr. BOREN. Yes, sir.

Mr. KEARNS. In other words, this movie industry—all these various studios—you have really pooled them, haven't you?

Mr. BOREN. No.

Mr. KEARNS. I mean so far as negotiations are concerned?

Mr. BOREN. I speak only for 10 companies.

Mr. KEARNS. The 10 major companies?

Mr. BOREN. Yes; the industry is larger than these 10 companies.

Mr. KEARNS. So far as the 10 are concerned, their objectives are pooled, then?

Mr. BOREN. Well, you mean that—are you going to this pattern bargaining again?

Mr. KEARNS. No; I am staying away from that for the moment. Your interests, so far as negotiations and dealing with the various unions, is more or less pooled?

Mr. BOREN. Yes.

Mr. KEARNS. In other words, if I were the president of Metro-Goldwyn-Mayer and belonged there, I couldn't, as president of that company, do anything as an individual unless I went through the association, so far as this labor negotiation is concerned?

Mr. BOREN. Oh, yes; you could. They have latitude.

Mr. KEARNS. Oh, they have?

Mr. BOREN. Yes, they do.

Mr. KEARNS. Does the latitude, then, get you in trouble lots of times?

Mr. BOREN. It certainly does.

Mr. KEARNS. Well, then, why do you have an association, if they are allowed to—

Mr. BOREN. There is a very common reason for the association, particularly as to these men working in the industry. Unfortunately, as has been testified on the stand, men do not have continuity of work in one studio, and many men are not employed at Metro-Goldwyn-Mayer or Paramount as much as they are as industry employees, and so hence they get better earnings by working for several employers instead of one.

Mr. KEARNS. Now, in the future, you will represent the 10 major companies in all contracting meetings, won't you?

Mr. BOREN. I hope so.

Mr. KEARNS. You seem to look forward to the job.

Mr. BOREN. This is very odd, but I like to work with people.

Mr. KEARNS. That is fine. Then, if you like to work with people, I would say you were qualified for the job you are doing. How do you find the local labor leaders to deal with? I mean, now, all these various presidents and business agents of the various unions, so far as being just folks here at home to deal with—how do you find those fellows?

Mr. BOREN. Well, there are as many types of business agents as there are unions, almost. They are a cross section of the employees of the industry.

Mr. KEARNS. How do you find them to deal with, I mean.

Mr. BOREN. What do you mean by how do I find them to deal with.

Mr. KEARNS. I mean are they open-minded about the thing; do you think they have their union's interests at heart; do you think they want to get down to business quickly and get things settled and keep the wheels going, or what is their attitude?

Mr. BOREN. I think, in the main, that they have the interests of the people at heart. We have had difficulty in negotiating agreements in Hollywood because of so many different unions being so much concerned with what they get and what the other fellow gets, so that makes our negotiation a little difficult.

Mr. KEARNS. Are there any of them that have any authority to sit down and sign an agreement once it is reached at a conference table?

Mr. BOREN. No; most agreements must be referred to the memberships in your locals to be ratified.

Mr. KEARNS. In other words, there are not many of those representatives that have any authority to do business.

Mr. BOREN. We were speaking in general.

Mr. KEARNS. That is right.

Mr. BOREN. Occasionally; sometimes the membership or the executive board vests authority in a negotiating committee or its business agent to make a deal. That is a rare exception.

Mr. KEARNS. It is your opinion, then—I suppose it would be the deduction that we would make here—that if most of these fellows didn't have to go any farther than this conference table, when you did get together, and while you were sitting there and so minded, that

you could agree on things—you could no doubt settle things—but they have to leave the table and request of the international officers whether or not they are permitted to take that kind of action.

Mr. BOREN. No: it is not—you can't speak in generalities in this business, Mr. Chairman, because it varies so much. Usually, as I say, even though they are under international agreements, the membership must approve and ratify the negotiations or the proposed contract, and so the international itself, you see, does not sit down and say, "Well, this is the contract," because the locals themselves negotiate them. I am speaking just in generalities. There are exceptions to that, of course.

Mr. KEARNS. Well, I don't know. I have been out here long enough and met enough of you folks that are on the west coast that I think you could do this thing pretty well here and get at things pretty well if you didn't have to go all the way across the country to find out how you are going to run the business here at home.

Mr. BOREN. If we only had to go all the way across the country, you are right, generally speaking, but when we come to this trouble of jurisdiction—that is what our problem has been—that is usually decided by the international. With our own local people here, generally speaking, we have had good relations. We have had good wages during the last few years; we have had continuity of employment and high earnings. When we get to this question of jurisdiction—when one man wants to put his hand in the pocket of another, which is what that is—that is when you have to do the job in the international, because that is just like the sovereignty of a State—it is decided in its head; it is not decided in the local.

Mr. KEARNS. Did you ever teach school in your life?

Mr. BOREN. No. I beg your pardon—I taught a little but not as a profession, though.

Mr. KEARNS. You know, when you speak of jurisdictional disputes, you probably find more of them in a little one-room schoolhouse than you find right here in this industry. But if the teacher is there all the time, and has a program in the schoolroom, and she is watching those children and advising them, she doesn't have any trouble. But, supposing the teacher becomes ill and she must leave the job for 6 months and a substitute teacher comes in that doesn't have the control over the children that she has, the regular teacher would not recognize her room when she came back there. You know, Mr. Counsel, the further we go in this investigation, the more it appears the fault of this whole thing here in Los Angles and Hollywood can be laid to remote control.

Mr. McCANN. There is a lot in that.

Mr. KEARNS. In other words, the fellows that should be on the job—and I speak for labor and for industry—are not here where they should be.

Mr. McCANN. In other words, if Mr. Hutcheson was without a job right now, instead of having an airplane he would be here, probably testifying before us, wouldn't he?

Mr. KEARNS. That is right, Mr. Counsel. You know, there are just a few little matters here that could be so easily ironed out and everything would be all right.

Mr. McCANN. Now, Mr. Chairman, I will stop this right now. This should be right on the record. Mr. Cobb spoke up and he said, "What about Mr. Schemek?" Now—

Mr. KEARNS. I didn't mention any names, Mr. Counsel.

Mr. McCANN. Now I want this understood. It was understood at the beginning that the questions asked should be submitted through Mrs. Locher to me. Now, Mr. Cobb is not only passing them direct to me, but he is giving me an argument on each one that I turn down, and interfering with my capacity to listen and conduct the hearing. He argues with me for 5 minutes and says that he will turn these questions over to the press that I turn down. Now, Mr. Chairman, I must insist on having the rules followed. I say that those questions shall go to Mrs. Locher and that I shall be free to follow this procedure. I have tried to be eminently fair to everybody. Now, he says "What about Mr. Schenck?" I want to make the statement right here at this moment to this committee that yesterday we had the counsel for the producers at breakfast, the chairman of this committee and myself—

Mr. KEARNS. I had a cup of coffee only.

Mr. McCANN. Yes; you had a cup of coffee and he only had orange juice and coffee, and we were discussing—

Mr. COBB. Give me his income and I will give you a full breakfast.

Mr. McCANN. We were discussing the question of Mr. Schenck, and we were telling him then that it might very well be that Mr. Schenck would be brought out here. Now, we have already had an agreement from Mr. Luddy that he will bring Mr. Walsh and Mr. Brewer, and they are to be here on the 25th, and we are accepting that for its value. We were hoping that you would be able to guarantee us Mr. Hutcheson by the 25th.

Mr. COBB. You are not hoping for Mr. Hutcheson any more than I am hoping for him.

Mr. McCANN. That is all we want, Brother Cobb. We will say this, that we are not trying to protect anybody from coming here and telling the full story, but I must insist that I want this thing to go through channels, through Mrs. Locher, and I do resent the fact that my brother on the left there feels that he is being treated badly in having some of these questions turned down, when the only object of this investigation is the full disclosure of the facts, but not the trial of a lawsuit. Now, we want that definitely understood.

Mr. KEARNS. Mr. Counsel, I am worried about your health and your blood pressure.

Mr. McCANN. Mr. Cobb says that he wants to say for the record that his protest is to the suppression of evidence, and God knows we don't want to suppress evidence, but we want to suppress putting the Bible and all the literature in the world in this one little hearing that I have got to read and write a report on. Unless it is something that I need in writing the report, I don't want the thing put in the record, and only the facts applicable to our investigation.

Mr. KEARNS. We will proceed that way, Mr. Counsel.

Now, with reference to what you mentioned, Mr. Counsel, about Mr. Cobb having decided to give to the press the questions that we will not ask here, I want to say that there is no evidence going to be covered up here that should come out, and I want to ask the press—which is in good faith, I hope—that they do not print things that are not pertaining to the hearing, because I don't want to be involved with coming out and giving statements on one issue or another when

they were not connected with this hearing. We are going to have all the evidence here, and I think, Mr. Cobb and Counsel, it would be in good faith that we just keep this party in our own limitations here and not get in somebody else's back yard, because I don't like that idea that we will have a little side business going on. You understand what I mean, just so we don't get involved, Mr. Cobb. You have the perfect privilege to give the press what you want, but I certainly, then, will have the perfect privilege to say that it has nothing to do with this case, it was not submitted in testimony here with the witnesses, and so forth, and we still have the right to rule whether or not a question deals with this investigation.

Mr. COBB. Mr. Chairman, if you can find anything off color—

Mr. KEARNS. I just made the suggestion. I haven't found anything that is off color yet, Mr. Cobb.

Mr. COBB. No man living ever finds anything off color with me, Mr. Chairman.

Mr. KEARNS. I just say I want this understood.

Mr. COBB. And I want the chairman and the committee to know my full respect—

Mr. KEARNS. Surely. I know that, sir.

Mr. COBB. But I am standing here for over a thousand men illegally deprived of their work, out on the streets, by the conspiracy of the IATSE and the companies. And I don't want—

Mr. KEARNS. I understand your situation, Mr. Cobb, and let's don't jump the gun on the thing. Now, let's get through with the witness.

Mr. COBB. If I may make one sentence, then there will be no misunderstanding.

Mr. KEARNS. Yes.

Mr. COBB. So far as gathering evidence against them is concerned, I have all the evidence I need against them. What I am concerned with is that there shall be no suppression of evidence, and I call the record's attention to the fact that it was I and not they that brought out the July 2, 1946, contract that is still in existence. It was I and not they that have brought out the plan in September to require these men to go on hot sets or get off the lot. I don't want anything that is material to a full investigation to be suppressed by these companies.

Now, Mr. Chairman, let me reiterate my high esteem and respect for, and my complete confidence in the chairman; I am making no complaint of the chairman.

I would like to state for the record at this time that I was in Washington, working as diligently as any man in private life could work, for the passage of the Taft-Hartley bill, because I believe it is a good law, and under that law these companies and the IATSE will be guilty of unfair labor practices on the 23d of this month, under the sections we have read to Mr. Boren, if these practices are continued.

Mr. LUDDY. Mr. Chairman.

Mr. KEARNS. Mr. Luddy.

Mr. LUDDY. I do not intend to get into answer, rebuttal and surrebuttal, but since a charge has been made in the record, I wish to have it unequivocally stated here in behalf of the client that I represent that there is no merit whatsoever to any charge of any conspiracy between the IATSE and the producers. Consequently, I believe that the statement should not have been made by Mr. Cobb in this proceed-

ing, and I think the record should affirmatively show at this time that Mr. Cobb, on behalf of some clients of his, in December of 1946 instituted an action against us in the Federal courts and enjoined the producers; that that action was dismissed, and that in July of this year Mr. Cobb instituted another action against us in behalf of the same clients that he represents, and that there is now pending a motion to dismiss that action which is set for hearing September 8 of this year.

Under those circumstances, lest by my silence I might appear to acquiesce, I wish the record to show that.

Mr. KEARNS. Now, Mr. Price, do you have a little speech?

Mr. PRICE. Mr. Chairman, I don't want to take the time of your committee to answer the remark, except to say this, that anything that the producers know about this situation, we are very happy to disclose. We have tried to give a full statement on every point. The Beverly Hills treaty was brought out in Mr. Kahane's prepared opening statement. The lay-off of the carpenters in September was brought out in the prepared opening statement. We are prepared to go the whole way with this committee and give the committee anything the committee wants, anything we can dig out of our files or records—any information. We think there has been nothing indicating any conspiracy brought out in this hearing so far, and I am sure that there will not be anything truthfully brought out.

Mr. KEARNS. Now, you have all had your time. You folks here in the courtroom understand that this is not a trial—this is an investigation—and I personally realize that these attorneys have been kept still a long time and I know how they feel.

All right, let's proceed, Mr. Counsel. Did you have a question?

Mr. McCANN. Now, Mr. Boren, I have one more question Mr. Cobb has asked me to ask of you. Did the companies operate under the July 2, 1946, Beverly Hills treaty?

Mr. BOREN. Yes.

Mr. McCANN. Until when?

Mr. BOREN. I would say until September 26, or thereabouts, when the picket lines were established around the studios.

Mr. McCANN. That is all.

I would like to call Mr. Goldberg.

Mr. KEARNS. Mr. Counsel, we are just excusing him.

Mr. McCANN. Just excusing him, not permanently.

Mr. KEARNS. All right.

Mr. McCANN. Mr. Goldberg.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GOLDBERG. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF LEON GOLDBERG, VICE PRESIDENT AND STUDIO MANAGER, RKO-RADIO PICTURES, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. GOLDBERG. Leon Goldberg, Beverly Hills.

Mr. McCANN. Just where do you live in Beverly Hills?

Mr. GOLDBERG. 611 North Arden Drive. I am sorry.

Mr. McCANN. What is your telephone number there?

Mr. GOLDBERG. Crestview 1-7543.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. GOLDBERG. RKO-Radio Pictures. I am vice president and studio manager.

Mr. McCANN. What is your telephone number there?

Mr. GOLDBERG. Hollywood 5911.

Mr. McCANN. Are you a member of the committee of the producers of which Mr. Johnston is the president, the producers' association?

Mr. GOLDBERG. A member of the board of directors?

Mr. McCANN. Yes.

Mr. GOLDBERG. I am not.

Mr. McCANN. Did you attend any of the meetings of the board with respect to the jurisdictional strikes which have existed in Hollywood?

Mr. GOLDBERG. I have attended a number of such meetings as a proxy for our regular member, who either was out of the city or unable to attend.

Mr. McCANN. Who is that?

Mr. GOLDBERG. There had been two or three different ones. Up until his death in January or February of 1946 it was Mr. Charles Kerner; thereafter it was Mr. Rathbon—M. Peter Rathbon.

Mr. McCANN. Were you present at the meeting that was held on the 11th day of September?

Mr. GOLDBERG. It is my impression and recollection that I was there.

Mr. McCANN. Do you recall who else was present?

Mr. GOLDBERG. Mr. Cambiano, and Mr. Skelton, as I recall it, came in representing the carpenters, and the members of the labor committee of the producers' association were present. That included Mr. Kahane, Mr. Mannix, Mr. Freeman, Mr. Ezzell, Mr. Preston, and—I don't recall—there probably were one or two others representing the various studios.

Mr. McCANN. Now, sir, will you tell us what you know about the ultimatum that was served on the committee when you were present?

Mr. GOLDBERG. As I recall it, as was brought out by the other witness or witnesses, we were told that if by the following morning the construction of sets on stages was not turned over to the members of the carpenters' union, those sets would be labeled hot by the carpenters' union, and the normal consequences would follow.

Mr. McCANN. After they delivered that message, did the carpenters' representatives leave the meeting?

Mr. GOLDBERG. If not immediately, then shortly thereafter.

Mr. McCANN. Then did you continue in executive session with the members of the committee?

Mr. GOLDBERG. I believe so.

Mr. McCANN. What was decided?

Mr. GOLDBERG. I don't recall exactly what was decided. I know there was a telegram that was prepared after the discussion, and it was dispatched to, I believe, Mr. Cambiano, and I think it is in the record.

Mr. McCANN. I presume that you are correct, sir.

In other words, you did go into an executive session and prepare some response to this demand on the part of Mr. Cambiano?

Mr. GOLDBERG. That is my recollection.

Mr. McCANN. Did you make any other plans that night with respect to resistance to his demands?

Mr. GOLDBERG. My recollection is that, speaking for my studio, my position was that we would not accede to Mr. Cambiano's demand, and we would await developments.

Mr. McCANN. Now, when did you have a meeting and were you present at that meeting which decided that the studios would require the carpenters to either work on the "hot" sets or else quit?

Mr. GOLDBERG. That may be a decision reached, not at one meeting, but over a series of meetings.

Mr. McCANN. If it was, you tell us about it.

Mr. GOLDBERG. I don't recall. It was 11 months ago now. I know it was subsequent to September 11 and prior to, let's say, the 25th, wherein certain studios, to a greater extent than others, depending on the nature of sets that were either being finished or being worked on at the time this question came up of the carpenters refusing to work on those sets—and subsequently the painters took a similar position, which meant, of course, those sets could not be finished. Therefore, obviously, they could not be used for photographic purposes; which, in turn, meant sooner or later, and probably within a very few days, the production on a picture would have to stop.

Mr. McCANN. In other words, there was a jamming up of the manufacturing process of moving pictures, by virtue of the fact part of a job would be finished and the rest of it could not be finished, and therefore you were having your business so disrupted that something had to be done about it?

Mr. GOLDBERG. Yes; it was something that wouldn't happen simultaneously on all pictures at all studios. It was something that would spread out.

Mr. McCANN. Under such circumstances, was it expensive to the producers?

Mr. GOLDBERG. Well, if we had reached the point that photography had to be stopped because of the absence of a set, it certainly was, because—

Mr. McCANN. Did you reach that condition in RKO on any of your sets?

Mr. GOLDBERG. I don't recall. I would have to check it.

Mr. McCANN. I think one of the witnesses yesterday said they did have the experience two or three times. I wondered if you had.

Mr. GOLDBERG. I know at some of the studios it happened sooner than other studios. I don't recall whether it did at RKO or not.

Mr. McCANN. I want to go back with you to the strike of 1945. When did that start and when did that end, sir?

Mr. GOLDBERG. March 12 of '45, I believe, and it ended October 31 of '45, as I recall.

Mr. McCANN. Did you have any interior decorators in your plant who were members of the AFL—I mean, of the conference studios?

Mr. GOLDBERG. Prior to March 12?

Mr. McCANN. Yes.

Mr. GOLDBERG. Yes.

Mr. McCANN. Now, they went out in the strike of March 12, then, and were out until October 31?

Mr. GOLDBERG. Yes.

Mr. McCANN. The strike ended on October 31, 1945—I believe that is correct, isn't it?

Mr. GOLDBERG. October 31; yes.

Mr. McCANN. When that strike ended, did the IATSE men who had taken the places of the conference men go out of the studio or were they kept in the studio?

Mr. GOLDBERG. They were not employed; they were not working at our studio. They were part of that whole group of men concerning whom there has already been testimony introduced to the effect they were ultimately given a severance pay in the amount, I believe, of 60 days' pay.

Mr. McCANN. Somewhere in the midst of conferences I have had around town here—and I have talked with a great many people—it has been reported to me that in the case of the interior decorators, in some of the studios—and perhaps it wasn't at RKO—the IATSE men who were doing interior decorating during the strike of the conference workers were promoted and made supervisors; they weren't let out at all. Was that true in RKO?

Mr. GOLDBERG. That was not so at RKO.

Mr. McCANN. That was not so?

Mr. GOLDBERG. No; it was not.

Mr. McCANN. In other words, they were severed just as all the other workers were who had come in there—I mean, if they were new men coming into the organization and returned to their old employment, if they were IATSE men that were previously working for you?

Mr. GOLDBERG. That is correct.

Mr. McCANN. Now, tell me what the rule in your studio was with respect to the severance pay of those who were working regularly with you; were they paid by check the day after they left your employment, if they were regulars? Or were they paid on the following Thursday?

Mr. GOLDBERG. By severance, do you mean just a normal lay-off, or severance for cause?

Mr. McCANN. If it was a normal lay-off, when would they draw their checks?

Mr. GOLDBERG. I think it would be mailed to them within the subsequent 24 hours. I would want to check to be sure.

Mr. McCANN. Suppose it was for cause?

Mr. GOLDBERG. It is my impression, according to the laws of the State of California, if you dismiss a man for cause, you pay him right then and there.

Mr. McCANN. In the case of the men put on the "hot" sets on the morning of the 23d—I think the day identified was the Monday following the conferences which you had had—did you assign all of the carpenters in RKO to "hot" sets?

Mr. GOLDBERG. No; we assigned some to work that had to be done on sets. When they refused, they were asked to leave the premises for failure to do the work assigned to them, and were within a period of 10 or 15 minutes given their check; it might have been a half hour.

Mr. McCANN. Were those checks prepared the day before?

Mr. GOLDBERG. They were not.

Mr. McCANN. The checks were written after a man refused to do a job that was assigned him?

Mr. GOLDBERG. That is right.

Mr. McCANN. Did you dispose of all of your carpenters on the 23d?

Mr. GOLDBERG. I don't recall. I don't think so, because it was a question of taking the normal complement of carpenters and assigning them to a set. If they didn't want to do it, why, then, we would get more.

Mr. McCANN. Did you take men working in your mill and send them in to do work on "hot" sets at some other place, in order to give them a chance—in order for you to find out whether they would do it?

Mr. GOLDBERG. Well, it wasn't in order to find out whether they would do it, but it was in order to get the work done.

Mr. McCANN. Did you do that?

Mr. GOLDBERG. Yes; not first-hand. Those were my instructions to my subordinates, and I am quite certain they followed them out in exactly that way.

Mr. McCANN. In other words, you not only took the men who had the specific jobs to do and had, prior to the establishment of these "hot" sets, done those jobs, but you asked them to do it and when they didn't do it, you went into your mill and you asked those men to come and work on the "hot" sets?

Mr. GOLDBERG. We wanted the work done and if one man wouldn't do it, we asked another man in the same jurisdiction to do it, and if he refused, we asked a third man, whether in the mill or on a stage.

Mr. McCANN. If they refused, they were allowed to go?

Mr. GOLDBERG. Exactly.

Mr. McCANN. Now, then, with respect to the foremen and those over them who were carpenters, I assume, as in the case of the last witness, your testimony would be that they weren't asked to do the work, but when the picket line was established they quit?

Mr. GOLDBERG. That is my recollection.

Mr. McCANN. That is your recollection?

Mr. GOLDBERG. To the best of my knowledge.

Mr. McCANN. Can you tell us anything which will help us to get an understanding of that difficulty out there? Can you contribute anything new to this picture?

Mr. GOLDBERG. You mean this whole jurisdictional strike?

Mr. McCANN. Yes. Can you give us any new information?

Mr. GOLDBERG. I would say it has been covered from A to Z, and pretty thoroughly, by all the witnesses. I will answer any questions you want to ask. I will merely say from my point of view it is immaterial to the producers whether it is A or B who does a certain job. The producers aren't attempting to have the work done by one person at a lower salary than somebody else demands. This whole thing is a question of jurisdiction between two rival groups of unions and between two rival groups of leaders of unions, and the producers have been in the middle.

Mr. McCANN. Here is a question from Mr. Cobb.

Mr. LUDDY. It hasn't cleared with us.

Mr. McCANN. I am sorry. I wish you would clear it.

Mr. Chairman, do you have any questions to ask the witness?

Mr. KEARNS. I have no questions at this time.

Mr. McCANN. Mr. Price, do you have any questions?

Mr. PRICE. No, sir.

Mr. LUDDY. It assumes a fact not in evidence.

Mr. McCANN. Were any minutes or other written records kept of agreement between the companies with respect to the carpenter's work on "hot" sets? I am going to stop there because I am trying to change the terminology here.

Mr. GOLDBERG. I am not sure I understand the question.

Mr. McCANN. Let's lay this aside and I will ask the question in my own way.

Were there any records kept by your committee with respect to the agreement you entered into that you were going to call on these men to do the work on these "hot" sets, and if they didn't do it, they would have to get off the lot?

Mr. GOLDBERG. I don't know.

Mr. McCANN. You don't know?

Mr. GOLDBERG. I don't know. I wasn't there as a member of the committee. I wasn't concerned with minutes or the keeping of minutes.

Mr. McCANN. You don't have the custody of any such minutes yourself?

Mr. GOLDBERG. I do not.

Mr. McCANN. Did RKO observe the July 2, 1946, agreement until the time of this dispute?

Mr. GOLDBERG. September 12—September, whatever date it was?

Mr. McCANN. Yes.

Mr. GOLDBERG. Yes, sir.

Mr. McCANN. They did?

Mr. GOLDBERG. Yes, sir.

Mr. McCANN. You think that RKO kept that Beverly Hills agreement, until the date of September 23, is that what you mean—or until they walked out?

Mr. GOLDBERG. Until the men refused to do the work assigned to them.

Mr. McCANN. I see; until the men refused to do the work. That is all, Mr. Chairman.

Mr. KEARNS. We are just excusing him temporarily.

Mr. McCANN. Just excusing him temporarily.

Mr. KEARNS. I will have some questions later.

Mr. McCANN. Mr. Benjamin, will you take the stand?

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BENJAMIN. I do.

TESTIMONY OF MAURICE B. BENJAMIN, ATTORNEY, LOS ANGELES, CALIF., REPRESENTING ASSOCIATION OF MOTION PICTURE PRODUCERS

Mr. McCANN. Will you please state your name and your office address, please?

Mr. BENJAMIN. Maurice B. Benjamin, 610 Pacific Mutual Building, Los Angeles, Calif.

Mr. McCANN. Your business or profession?

Mr. BENJAMIN. Attorney at law.

Mr. McCANN. On behalf of how many do you appear at this hearing?

Mr. BENJAMIN. The Association of Motion Picture Producers.

Mr. McCANN. I see. What members of the association does your firm represent, Mr. Benjamin? Do you represent all of the producers' association, as a whole?

Mr. BENJAMIN. No; my firm represents certain of the members individually, but I am here acting in the capacity of a representative of all the members of the association.

Mr. McCANN. All right, sir. Mr. Benjamin, were you present during the negotiations or at the meeting of the board of directors of the motion-picture association on September 11, 1946, when the demand was made upon the companies by Mr. Cambiano?

Mr. BENJAMIN. I probably was, Mr. McCann. There were a great number of meetings; I don't recall a specific one. I probably was there.

Mr. McCANN. Do you recall a meeting at which it was agreed between the companies that are members of that association that they would get through with this problem of working on hot sets by having these carpenters all called upon to work on the hot sets or else get off the lot?

Mr. BENJAMIN. I believe so.

Mr. McCANN. Do you know what date that took place?

Mr. BENJAMIN. No; I am afraid I don't.

Mr. McCANN. There were a series of meetings, as I understand—

Mr. BENJAMIN. That is right.

Mr. McCANN. Running from the 11th up to the 19th, say—

Mr. BENJAMIN. That is right.

Mr. McCANN. Or the 20th, even—Sunday?

Mr. BENJAMIN. That is right.

Mr. McCANN. Do you recall who the other lawyers were that were present at that time?

Mr. BENJAMIN. Probably Mr. Herbert Freiston, Mr. Milton Silverberg, Mr. Homer Mitchell, Mr. Alfred Wright.

Mr. McCANN. May I ask whether or not there was any discussion by the producers at that board of directors' meeting with respect to the right of the three-man committee to clarify the previous judgment which they had made on the separation of work between the carpenters and the IATSE?

Mr. BENJAMIN. I am quite sure there was.

Mr. McCANN. Now, would you mind stating what the producers' position was at that time?

Mr. BENJAMIN. Yes; I will be very glad to, Mr. McCann. This may require some repetition and going back. But the December 26 directive of the three-man committee was issued pursuant to a directive that, in turn, had been issued by the executive council of the American Federation of Labor.

That directive, in turn, was issued pursuant to the agreement that was made in Cincinnati between the president of the American Federation of Labor and international heads of the unions involved, Mr. Eric Johnston. Mr. Donald Nelson—

Mr. McCANN. May I stop you there? This is the first time that Donald Nelson has been mentioned, as I remember.

Mr. PRICE. He was mentioned in the statement.

Mr. McCANN. Was he mentioned in the statement?

Mr. BENJAMIN. Yes.

Mr. McCANN. This is the first time I recall his name.

Mr. BENJAMIN. Mr. Donald Nelson was then, and is now, the president of the Society of Independent Motion Picture Producers.

Mr. McCANN. Was there a written agreement made at that time in Cincinnati?

Mr. BENJAMIN. Not that I know of; I was not there.

Mr. McCANN. Then you say there was another directive as a result of the agreement entered into in Cincinnati?

Mr. BENJAMIN. The agreement was entered into in Cincinnati pursuant to which the executive council of the American Federation of Labor issued its directive that the strike be terminated—that the men be returned to work.

The unions for the next 30 days were to attempt to settle their jurisdictional disputes, and that within the succeeding period of 30 days a three-man committee, to be appointed by the executive council, would determine finally the remaining jurisdictional disputes.

Mr. McCANN. Did the men return to work on that directive?

Mr. BENJAMIN. They did.

Mr. McCANN. They did?

Mr. BENJAMIN. They did.

Mr. McCANN. That directive has already been received in evidence.

Mr. PRICE. Right.

Mr. McCANN. And the three-man committee, then, we are trying to bring back here as witnesses, went to work?

Mr. BENJAMIN. That is right.

Mr. McCANN. And they issued their first report, as I understand it, on December 26, 1945?

Mr. BENJAMIN. Now do you want me to finish answering your question?

Mr. McCANN. Yes; I wish you would.

Mr. BENJAMIN. The directive under which the three-man committee acted—and I think that directive is in evidence—recited the agreement of all international unions involved to be bound by the decision of the three-man committee, and that that decision was to be final and binding.

That committee was given a limited period of time within which to issue its decision.

The over-all period for the settlement of the jurisdictional dispute was 60 days, of which the first 30 days were to be used by the unions themselves in attempting to settle that jurisdiction. The three-man committee was given 30 days beyond that in which to settle finally the remaining jurisdictional dispute that still existed.

The producers' position, now answering your question, was that the committee having once issued its decision, pursuant to the directive of the executive council of the American Federation of Labor, had exhausted its authority—that it had no longer any power to act either by way of interpretation or clarification. That the decision, once having been issued, was final and binding on all parties to the agreement, pursuant to which the three-man committee functioned, and that, without the consent and agreement of all of the parties to the original agreement under which this arbitration was set up, there could be no change in that decision.

Mr. McCANN. Now, let's see who were the parties—the producers, the IATSE, and the carpenters?

Mr. BENJAMIN. All the unions that are named in the directive of the executive council of the A. F. of L.. which is in evidence.

Mr. LUDDY. About 8 or 10 of them.

Mr. McCANN. Those were the parties? They gave that power, and your position was, then, that when they had made their original directive they had exhausted their authority? That is the position of the producers?

Mr. BENJAMIN. They became, in words which you will understand, Mr. McCann, *functus officio*.

Mr. McCANN. That was the same position taken by the IATSE?

Mr. BENJAMIN. That is correct.

Mr. McCANN. Proceed with your statement.

Mr. BENJAMIN. I believe that is the end of the statement, Mr. McCann.

Mr. McCANN. You believe that is the end of your statement?

Mr. BENJAMIN. Yes; I might add this, Mr. McCann, that we were compelled, in our judgment, to take that position because the so-called clarification had been issued, so far as we were concerned, without notice to us or without either notice to or consent or agreement by the IATSE, and the IATSE had informed us to that effect, and that it would not be bound by it.

Mr. McCANN. Did they notify you if you attempted to put into effect the clarification they would immediately strike or that they would immediately take action?

Mr. BENJAMIN. They did.

Mr. McCANN. I believe that has been received in evidence.

Mr. BENJAMIN. That is right.

Mr. McCANN. Did you give the companies an opinion that the clarification was invalid? If so, upon what ground?

Mr. BENJAMIN. Together, with the other counsel representing the companies involved, we did give that opinion, and on the ground I have stated here.

Mr. McCANN. Did the various companies observe the July 2, 1946, agreement up until the day the carpenters were ordered off the lots?

Mr. BENJAMIN. I am informed they did.

Mr. McCANN. Did any controversies arise between the carpenters and the IATSE after the December 26, 1945, directive and before the clarification?

Mr. BENJAMIN. Mr. McCann, I am informed there were a great many controversies. I am not employed by a studio. I am not present at studios.

Mr. McCANN. Mr. Chairman, that is all.

Mr. KEARNS. That is all.

Mr. McCANN. Please keep yourself in readiness for further questioning, please, sir.

Mr. BENJAMIN. Yes, sir.

Mr. KEARNS. Is it necessary to have any more witnesses?

Mr. McCANN. I don't think so, Mr. Chairman.

Mr. KEARNS. I want to make this announcement: Because of the week end we will convene at 9 a. m. on Monday morning. We stand adjourned until Monday at 9 a. m.

(Whereupon, at 4:05 p. m., the hearing in the above-entitled matter was adjourned to 9 a. m. on August 18, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

MONDAY, AUGUST 18, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9 a. m. in room 324, United States Post Office Building and Courthouse, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Also present: Laurence W. Beilenson, 321 South Beverly Drive, Beverly Hills, Calif., appearing for Screen Actors Guild.

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, at this time I would like to read a telegram which has been received by Hon. Carroll D. Kearns, Subcommittee on Education and Labor, House of Representatives, Federal Building.

Will arrive in Los Angeles for hearing on Monday. Because of necessity to obtain hotel accommodations, it is impossible to testify at 10 a. m. However, will be on hand for afternoon session. This is sent you on behalf of Chairman Felix H. Knight, W. C. Birthright, and myself.

W. C. DOHERTY,
Eleventh Vice President,
American Federation of Labor.

This afternoon it may be possible for us to hear from those gentlemen.

Mr. Chairman, Mr. Cambiano is present and I am advised that he is now in the room and will be available as a witness. Mr. Cobb has stated he will be available as his first witness.

I think it would be wise to advise Mr. Cambiano that he is to stand ready to testify at a future time.

Mr. KEARNS. No objection.

Mr. McCANN. Mr. Chairman, I believe there is supposed to be an industry statement this morning for a few minutes. I would like to call on Mr. Boren to take the stand for just a moment.

TESTIMONY OF CHARLES S. BOREN—Recalled

Mr. McCANN. Mr. Boren, you have previously been sworn?

Mr. BOREN. I have, sir.

Mr. McCANN. And I believe you have a statement to introduce at this time.

Mr. BOREN. I have, sir.

Mr. McCANN. Will you be kind enough to read it to us?

Mr. BOREN. Mr. Chairman, there has been repeated reference in the testimony to the subject of arbitration of jurisdictional disputes. There will be undoubtedly more.

It will perhaps assist in clarifying the situation for the producers to reaffirm for the record their attitude on that subject.

The ideal solution for the labor problems which plague Hollywood would be one which would reduce in number, if not entirely eliminate, jurisdictional disputes.

There appears little hope that the various parties would agree on such a solution; but it seems to provide a challenging subject for the Congress and a legislative solution may eventually be found.

A less complete solution, but one which would eliminate the worst of the staggering loss which is constantly being imposed on the employees, the producers, and the public, would be one which would solve each jurisdictional problem as it arises, promptly and authoritatively.

It is entirely clear to us that such a solution can easily be achieved through the setting up of appropriate arbitration procedures. The only thing required to arrive at such a solution is a sincere desire on the part of the responsible leaders of labor to have the problem solved.

We believe that any sound plan of arbitration must contain the following features:

(a) The international unions concerned, as well as the locals, must be bound. We have too frequently seen the decisions of the locals coerced, or even overruled, by the international authorities.

(b) The agreement must provide for allocation of work by the employer pending the arbitration, without work stoppage or interruption. Disputes are too frequent, and delays of even a few hours too costly, to permit an interruption of production until the parties to the arbitration can be fully heard.

(c) The employer does not care who does the work, if it is done promptly. Accordingly, he should not be a party to the arbitration, except to the extent necessary to protect him against excessive multiplication of jurisdictions or rating up of jobs.

(d) The A. F. of L. arbitration committee award of December 26, 1945, where applicable, should be the basis of decisions. Any system of arbitration must be created on the assumption that its awards are final and binding. If the new arbitration system were to start by repudiating a prior "final and binding" award, it would be building on a most infirm foundation.

In order that there may be no doubt of the producers' position, we now formally reiterate, through this committee, our offer to cooperate fully with the unions involved, at any time and in any way, in establishing and maintaining a system of arbitration based on the foregoing principles, in any form upon which the unions may agree.

Mr. KEARNS. No questions. This is just a statement for the record.

Mr. McCANN. Now, Mr. Chairman, for the purpose of the record, I should like to indicate that there are two or three other employer witnesses, for example, Mr. Baruch, Mr. Young, and Mr. Chadwick. But we have thought it wise at this time to commence with what we will term the disinterested witnesses, and the first witnesses this morning will be those from the Screen Actors Guild, followed by Father Dunn, and by the introduction of a study which has been made by the University of California, for reference purposes. I think that

will cover very thoroughly the outside witnesses not in the controversy.

So at this time I should like to ask Mr. Somerset to come forward and be sworn.

Mr. KEARNS. Mr. Somerset, do you solemnly swear that the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SOMERSET. I do.

Mr. McCANN. Now, Mr. Chairman, I think that it might be advisable for us to have two chairs, one in front of Mr. Somerset, if possible, and another chair in front of the door, and have Mr. Reagan and Mr. Arnold sworn so that we may have them available when Mr. Somerset reaches the end of an introductory narrative, to proceed with the story of the Screen Actors Guild.

Mr. KEARNS. Very well.

Mr. Arnold and Mr. Reagan, hold up your right hands, please. Do you solemnly swear that the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. ARNOLD. I do.

Mr. REAGAN. I do.

TESTIMONY OF PAT SOMERSET, ASSISTANT EXECUTIVE SECRETARY, SCREEN ACTORS GUILD, HOLLYWOOD, CALIF.; RONALD REAGAN, PRESIDENT, SCREEN ACTORS GUILD, HOLLYWOOD, CALIF.; EDWARD ARNOLD, MEMBER, BOARD OF DIRECTORS, SCREEN ACTORS GUILD, HOLLYWOOD, CALIF.

Mr. McCANN. Mr. Somerset, will you please state your name and your residence?

Mr. SOMERSET. Pat Somerset, 19330 Bronson, Hollywood, Calif.

Mr. McCANN. What position, if any, do you occupy with the Screen Actors Guild?

Mr. SOMERSET. Assistant executive secretary.

Mr. McCANN. How long have you held that position?

Mr. SOMERSET. Just over 10 years.

Mr. McCANN. Do you have an opening statement, Mr. Somerset—no; I believe that is by Mr. Reagan, so we will pass that at this time.

Mr. SOMERSET. Well, I was just briefly going to bring you up on the first strike.

Mr. McCANN. Well, now, just a minute. Before proceeding with Mr. Somerset, I believe Mr. Reagan has an opening statement.

Mr. REAGAN. Yes.

Mr. McCANN. Will you please read that before we start on the testimony of Mr. Somerset?

Mr. REAGAN. Yes. The position of the Screen Actors Guild, itself an A. F. of L. union, in the jurisdictional strikes in the motion-picture industry in 1945, 1946, and 1947, has been one of impartiality and neutrality. Testimony at this hearing by representatives of the actors will show that since March of 1945, the guild has devoted a great amount of time and effort in continuing attempts to help the opposing union groups reach an intelligent settlement of their differences and

to secure adoption of the principle of impartial arbitration of inter-union disputes within our industry.

If actors should refuse to report for work, the studios would have to close, for the actors cannot be replaced. For this reason, outrageous pressure has been brought to bear on the guild and its members, trying to force them to change from a position of neutrality to one of supporting one side in the jurisdictional strike by observing picket lines. This pressure has included an attempted Nation-wide boycott campaign directed against certain stars. The guild refuses to bow to such pressure, for the actors do not believe that a jurisdictional dispute between two unions, which are a part of our own A. F. of L. family, should be allowed to close the studios and throw 30,000 persons out of work.

The position of the guild in the Hollywood jurisdictional strike was adopted by the membership by overwhelming majorities in secret mail referendums.

In response to subpoenas, the Screen Actors Guild representatives at this hearing will give the subcommittee a factual report of the guild's actions in the strikes and its efforts to serve as impartial mediator.

Mr. McCANN. Thank you very much, Mr. Reagan.

Proceed, Mr. Somerset, and start with the story of how the guild got into this picture.

Mr. SOMERSET. When the first strike was called on March 12, 1945, the Screen Actors Guild instructed its members to go through the lines and live up to its contract, pending a vote by the membership.

Our membership is quite large, roughly 8,500 to 9,000 active members, and it takes quite a little while for the machinery to work, or for the mail to go out to enable us to call a meeting. We were able to call one within 10 days of the March 12 strike.

At that meeting representatives of both the factions were asked to appear and give their sides of the story.

Herbert Sorrell and Ed Musser, of local No. 1421, appeared on behalf of the Conference of Studio Unions. Dick Walsh, international president of the IATSE, and Roy Brewer, the international representative for the Hollywood district, gave their side of the story. They spoke at some length. They went through their arguments pro and con, as to why the strike should have been called.

After that we sent by mail, secret mail ballots to all our membership. The result of the ballot was overwhelmingly in favor of continuing to work and not enter into the jurisdictional strike.

Mr. McCANN. Do you recall what the ballot actually showed in numbers?

Mr. SOMERSET. I don't remember the figures, but Buck Harris has the figures, which he will give you, right here.

Mr. McCANN. I observe that here is a ballot called "Screen Actors Guild 'A' ballot." Mr. Chairman, I would like at this time to read this ballot into the record [reading]:

SCREEN ACTORS GUILD "A" BALLOT

This ballot is sent to you in order to determine what the guild's official position shall be in the current motion-picture-industry strike called by Set Designers, Illustrators, and Decorators, local 1421, in its jurisdictional dispute with local 44, IATSE.

Picket lines have been established at the major studios.

The guild membership must decide, therefore, whether to observe these picket lines or to pass through them and continue to work. A decision to observe the picket lines would be a sympathetic strike by the guild in violation of our basic contract.

The board of directors has given serious consideration to the course which it believes the membership should follow. By unanimous action, the board has arrived at the following conclusions which it presents herewith and recommends to the membership.

The background and ramifications of this strike are extremely complex. The controversy is between two unions which are both affiliated with our parent body, the A. F. of L. Therefore, the board does not consider it advisable for the guild to take sides in any way in the dispute.

In such a situation, the board feels that the position of the guild should be determined solely by what is for the best interests of the membership.

Our contract with the producers provides as follows:

"The guild agrees that during the term hereof it will not call or engage in a strike affecting motion picture production against any producer signatory hereto, and will order its members to perform their contracts with the producers signatory hereto, even though other persons or groups of persons are on strike."

Should the guild membership vote to observe the picket lines, and thereby join the strike, it would be a clear violation of our basic contract. This would entitle the producers to terminate the contract.

Under these circumstances, it is the considered judgment of the board that the best interests of the guild membership will be served by living up to the terms of this contract.

The board has also received a telegram from Paul Dullzell, president of our international, the Associated Actors and Artists of America, requesting us to abide by the no-strike pledge given to the president of our parent body, the A. F. of L., to comply with the guild's contractual obligations, and to continue to work.

In order to safeguard our contract with the producers and for the reasons stated above, your board, by unanimous action, recommends a "No" vote.

Shall the guild membership observe the picket lines and stop work in violation of its contract? Yes, 96; no, 3,298.

INSTRUCTIONS FOR VOTING

Mark your ballot and place in ballot envelope.

Seal and place in self-addressed envelope.

Sign your name and membership number on back of latter envelope and mail.

In order to be counted, ballots must be postmarked not later than midnight, Thursday, March 22, 1945.

NOTE.—Since a vote to observe the picket lines would constitute a strike by the guild, this vote is governed by article V, sections 3 and 5 of the guild bylaws. These sections require approval of such a step by separate votes of the A and AJ members and a 75-percent majority of those voting in each class.

Mr. McCANN. Now, Mr. Somerset, you may proceed with your statement.

Mr. SOMERSET. I will pass very fast over the next few months, because I think it has already been given in the testimony, but terrific pressure was put on the guild during that period of time to go through the lines. We were threatened in the official publication of the Conference of Studio Unions. The actors were threatened to be boycotted—

Mr. McCANN. Have you any definite proof of the statement you were threatened by the Conference of Studio Unions? Have you any quotations from their publications?

Mr. SOMERSET. I don't know whether Buck Harris—

Mr. McCANN. I would rather you wouldn't make a statement you can't substantiate from the records. I don't mind at all a statement

here with respect to any matter, but I don't want one on which you can't give proof.

Mr. SOMERSET. If I can't substantiate it, I will withdraw it. I believe we have plenty of substantiation.

Mr. McCANN. We want to be sure everything that goes in this record can be depended on.

Mr. SOMERSET. I am sure you do, sir. I am trying to do my best to do the same.

Mr. McCANN. Proceed.

Mr. SOMERSET. As I say, this continued for practically the whole of the 6 or 7 months that this strike lasted.

I think that I will now ask that Mr. Reagan take up the statement because he came back at that time, and I have nothing more to add on this period.

Mr. McCANN. Will you change seats with Mr. Reagan, then?

Mr. KEARNS. Mr. Counsel, am I to understand Mr. Somerset was here during just the first strike?

Mr. McCANN. Yes.

Mr. REAGAN. Mr. McCann, to clarify one point here, Mr. Somerset was present and was an official of the guild through all of the strikes. Being back from the Army, I came along just prior to the July strike that has been called the 2-day strike. That was ended by the Treaty of Beverly Hills.

As a matter of fact, Mr. McCann, may I digress for a moment? I would like to put in one brief statement on behalf of the guild.

Mr. McCANN. I would be glad to have you do that.

Mr. REAGAN. Certain of my testimony may reflect on certain officials of the American Federation of Labor. I think any institution should be judged on its entire record and not by isolated incidents or individuals. While the record of the American Federation of Labor in the present Hollywood strike does not reflect glory on that organization, I think the A. F. of L. has been a constructive force for the man that works in America and for our country as a whole. Therefore, I believe we should not let isolated incidents or individuals beguile us into a general attack on the labor movement.

To come back to my own part in the labor movement, when the 2-day strike was threatened, or what developed to be the 2-day strike started, on one side it was claimed to be a jurisdictional dispute over the machinists, and on the other side it was claimed that it was wages and hours.

We again found ourselves with the prospect of actors that were going to be unemployed by reason of the slow-down in production.

I happened to be the man that made the motion in the board of the Screen Actors Guild. I suggested it was about time that we forget all the rules and regulations and red tape and go back to the town hall meeting idea, that the guild take the lead and try to get all the leading parties to sit down at a table in one room and hammer this out. It was our belief that we could get it hammered out if we all sat down at a table, instead of talking through the newspapers. If we couldn't succeed, we would at least know which side or what individuals had failed to cooperate, which was more than we had been able to learn up to then.

We formed this committee, and as testified here, it was largely as a result of that committee the meeting in Beverly Hills was called and the strike was settled.

Mr. McCANN. Who was on the committee?

Mr. REAGAN. George Murphy was appointed. Bob Montgomery was appointed. I had been appointed to it. I think the minutes would show the rest. Those are the only three names I am sure of. I was not present at the meeting in Beverly Hills that took place the day after. Pat was on that committee also.

Mr. McCANN. Pat Somerset?

Mr. REAGAN. Yes. When this other strike threatened—when the August clarification arrived and the ultimatum was delivered to the producers, and it looked like we were threatened with a strike again—we had been successful in the July meeting and we said, "Here we go again."

Our committee continued to function. We went first to the producers' association. They showed us the clarification and told us at the time that the clarification had arrived over the three names of the arbitration board, but not signed by them. It had arrived in printed form and their names were printed underneath, but no signatures. We, of course, took the attitude—our first words to them were, they have obeyed the American Federation of Labor directive in December and they should obey this one now and keep themselves from being entangled by doing whatever the American Federation of Labor told them to do.

They said, "Here is our position. If we obey this directive, the IATSE goes on strike. If not, the conference of studio unions go on strike."

They said, "If the IATSE goes on strike they close our theaters. Obviously, that shuts off all our revenue."

They said, "Here is an arbitration board that ceases to exist on December 26, 1945, when they handed down their directive. They no longer exist as a board. They have no right to make a change in this ruling. None of the parties that had agreed to abide by the ruling were asked to a hearing to review the results of the board. This entire thing is illegal."

So they said, "Therefore, we are not going to obey this August directive. We are going to stick by the December arbitration award."

Mr. McCANN. May I ask you a question right there?

Mr. REAGAN. Yes, sir.

Mr. McCANN. Did you think that the statement made by them was made on the basis of principle? Did you think it was made on the basis of expediency, in their own interests?

Mr. REAGAN. Well now, that would be pretty hard to decide, between those, Mr. McCann. They were very outspoken to us. They said, if I can correctly remember their words—they said, "From the practical standpoint, if we have to choose up sides between the two outfits, it is obvious which would hurt us the least and which would hurt us the most." They said, "On the other hand, we have had our legal advice that this directive in August was illegal," and they were not going to obey it.

Mr. McCANN. In other words, they had legal advice that justified them in choosing the lesser of two evils.

Mr. REAGAN. Those are your words, Mr. McCann. They made no secret of that to us. Then they further told us if they had the same trouble as the previous strike, they said, "We are going to close the

studios," they said, "We are not going through the violence and disturbance we did before." It was no secret to us as actors how many pictures they had on the shelves, unreleased features.

We knew that their threat was not idle, that they could close their studios. We asked them if they would hold off any action until we saw we could so succeed. They said they would be very happy to do anything that they could do, that if we could keep the studios open and could prevent what appeared to be the coming strike, they would endeavor to do so. So our next move was to go to the IATSE. We asked Roy Brewer why—with the American Federation of Labor convention only 3 weeks off—why they could not even give in to this directive and then take it up at the A. F. of L. convention, because it was our understanding of the rules of the American Federation of Labor that only in two ways can a jurisdictional dispute be settled. One is by the warring parties, and the other is by action of the American Federation of Labor convention.

Roy Brewer told us at that time that if it were only a case of the set erectors—that 300 jobs, or whatever it might be—that would be one thing, but he said, "This is only the opening gun, which will continue until everyone who works with wood substitutes is taken away from the IATSE."

He said, "You will obey this directive and this interpretation."

We took this with a grain of salt. We said, "All right; hold everything."

We called Mr. Cambiano and Mr. Skelton. They were invited up to the guild offices—and I might add that this will be hearsay because I was not there. It was reported to the board.

Mr. McCANN. Who was that?

Mr. REAGAN. Pat was there, and Jack Dales was there. I don't know what others were there.

Mr. McCANN. Who else was there, Mr. Somerset?

Mr. SOMERSET. I am almost sure that George Murphy was there. I know Jack Dales and myself were there.

Mr. McCANN. That is a matter I should like for you to look into, and I will ask that you get us the names of those who were present at the conference—not just the carpenters—the Conference of Studios.

Mr. REAGAN. I don't know.

Mr. SOMERSET. That meeting, I cannot remember right now—

Mr. McCANN. I will ask you to look into that and give us some information as to who went to that meeting and with whom they conferred, so that we may have that piece of information.

Mr. REAGAN. Well, it was reported to us by Jack Dales—Mr. Cambiano at this time representing the carpenters—illustrated their viewpoint by the chair he was setting in. He said the chair was made of wood, and therefore it was carpenters' work, and just putting it on a motion picture set did not make it a prop, and it had always been a prop historically, so we realized that we could not in clear conscience go back to the IATSE and tell them or pressure them to give up, because what they had said to us about further jurisdictional demands seemed to be borne out by Mr. Cambiano's remarks.

Mr. McCANN. Now, on that I want it to be understood that that will not be considered here unless someone who heard that statement so testifies.

Mr. SOMERSET. I so testify.

Mr. McCANN. I want Mr. Cambiano to respond to this thing. Proceed.

Mr. REAGAN. We had two motives. If we could settle this thing, as we felt we could settle it, in July, we wanted to. We also had the responsibility to the membership to recommend action if a strike took place. Now, it is an A. F. of L. rule that jurisdictional strikes should not be participated in by other unions. We were trying to determine, was this a jurisdictional dispute?

Mr. McCANN. May I ask right there if there is any penalty in the A. F. of L. for the violation of such a rule?

Mr. REAGAN. Not to my knowledge.

Mr. McCANN. Mr. Chairman, I think that that is a very sound thing that we should consider as a congressional committee. Now, where there is a rule of that character which is meant to prevent such strikes, that the Congress ought to consider the situation with respect to new laws covering any such thing. In other words, we think those rules should be enforced by the organizations that make one.

Mr. SOMERSET. The very constitution of the American Federation of Labor does not permit penalties of that sort to be given. They are a voluntary group of internationals that have agreed to band together, so therefore when you say a rule, it isn't actually so much a rule as it is a request. They request the other unions not to do that. The only people they can order are their central labor councils, who are chartered directly from them.

Now, in this case that Mr. Reagan is talking about, the American Federation of Labor telegraphed to the central labor council in Los Angeles and told them not to enter into the jurisdictional dispute, that they had the right to, but they could not have ordered us to do anything, but could request us to.

Mr. McCANN. You have made a stronger case against the A. F. of L. in your statement.

I call your attention, Mr. Chairman, to the fact that the studio conference is chartered by the A. F. of L.

Mr. SOMERSET. No; not the studio conference—the Central Labor Council of Los Angeles.

Mr. McCANN. I see. The point I wanted to make there is this, that we have had the testimony of Pat Casey, and I think he has been one of our outstanding witnesses in this hearing, to the effect that in 50 years he has never known the A. F. of L. to settle a jurisdictional dispute. So the moral fiber of their constitution and bylaws, one or the other, are lacking in that they haven't met a very important situation in 50 years, which is required by the public and for the public interest.

Proceed, Mr. Reagan.

Mr. REAGAN. Our second obligation, as I started to say, we knew we would have to make a recommendation to our membership, so we wanted to make definitely sure that this was or was not a jurisdictional dispute, in which case that would have a bearing on our recommendation.

We went back to Roy Brewer again. We asked him if there was any way that some truce could be arranged for the 3 weeks, with the convention only 3 weeks off, until the convention was held, at which time this could be settled. He didn't seem to feel there was. In fact, he seemed to feel that there was not very much hope at the A. F. of L. convention for any settlement.

We told him that we believed that the studios would close, and he said, no, that if the studios just closed with virtually no excuse, without making an attempt to continue production, that they would consider not to show the films. He said: "On the other hand, that if the studios cannot continue production—if it is impossible for them to do so—we will not use pressure to try to keep them open, because that would be wrong."

Mr. McCANN. Now, there was then a definite threat by Roy Brewer to you that in the event that the studios should close because of the jurisdictional strike and not yield to them, that they would stop the projectionists from showing the existing pictures in the theaters of the country?

Mr. REAGAN. No. He said that if the studios made no attempt to keep production going or trying to keep production going, but simply used this jurisdictional fight as an excuse to close the studios and to just shut down and discharge the people—

Mr. McCANN. That didn't sound very nice to you, did it?

Mr. REAGAN. Nothing in the strike sounded very nice to us.

Mr. McCANN. It was just a bit unnecessary to make that additional threat, wasn't it?

Mr. REAGAN. Well, Mr. McCann, there are 50,000 people employed in this industry. There was a matter of several thousand of them that were threatening strike. More than 20,000 people would be unemployed if the studios closed down, including around 9,000 of our actors.

Mr. McCANN. You have developed a little bypath in here which has a sort of skunk smell to it. Now, I want you to develop that more fully, if you can.

In other words, it wasn't a question as between the merits—it wasn't a question of the studios determining solely upon the merits of the Conference of Studio Unions or the carpenters and their group and the IATSE. But we have the suggestion made: "If you dare to not yield to us, to not continue with production with our group, we will stop all theaters from showing your pictures throughout the country."

Is that what you got out of that?

Mr. REAGAN. No; because at the same time he said, "As a result of this controversy, it is not only impossible"—I am trying to remember his words.

He said, "If it is economically unwise for them to continue production, if we can't keep the studios open, or if your people don't go to work, we would not take any action to force them to keep their studios open just to keep our people employed."

"But," he said, "as long as there is a chance for them to produce their pictures, then we insist that they keep the studios open."

Mr. McCANN. I know we haven't got all of the facts on that presentation. You are just throwing a new light on it which I want you to develop if you can.

In other words, if there has been more than economic pressure at the studios, but an overwhelming threat that the entire business throughout the country would be stopped until "you yield to us" on this particular point, it seems to me that is going a little bit further than economic pressure.

Mr. REAGAN. Mr. Sómerset refreshes my memory on that—that they were going to prevent a lock-out if they could. In other words, they

were not going to permit the producers to indulge in a lock-out of the industry if there was no cause for it.

Mr. McCANN. Let's get down to that. The idea of a lock-out is when industry stops everything in order to win an issue with labor, is it not?

Mr. REAGAN. Yes, sir; but industry had just testified to us that they didn't have any issue with labor in this case.

Mr. McCANN. If industry hasn't an issue with labor, Mr. Reagan, and the issue is between two labor unions who are ready to go to the very last ditch in fighting—and I understand there was some very serious trouble out at the plant—

Mr. REAGAN. This took place before any strike was called or before any trouble. The ultimatum had been delivered, but there had still not been any action at this time.

Mr. McCANN. Where do you draw the distinction between a lock-out and a strike? There seems to be a very tenuous line there.

Mr. REAGAN. We made one last effort before the meeting with our membership. By this time the Conference of Studio Unions had claimed that their trouble was based on wages and hours. We therefore called the producers and we said: "If we can get the disputing parties to sit down with you at a table"—

I might add in explanation of that, or in justification of that, that the treaty of Beverly Hills had been an interim agreement, with the provision that the contracts would then be completed in detail. Such contracts had not been completed—

Mr. McCANN. Now, how long before this was the treaty of Beverly Hills?

Mr. REAGAN. This was in August, and that was in July.

Mr. McCANN. Just a month afterward?

Mr. REAGAN. Yes.

Mr. McCANN. Proceed.

Mr. REAGAN. However, as I understand it, the 25-percent increase had been made—I think I am correct in that—it was made in October.

Mr. SOMERSET. You are right.

Mr. REAGAN. It had been made, so we called the producers and said: "If this is wages and hours will you sit down with us and the warring parties and continue negotiations until all contracts are signed?"

The producers said: "Now, there is one hitch. What protection do we have to keep someone from asking an impossible demand that we can't meet and then be able to say, 'Now it is wages and hours'?"

We said, "We certainly will be on guard for such a move."

So they said: "We will be delighted to participate in such a meeting."

We called Roy Brewer of the IATSE and asked him the same question, and he said he would be delighted to sit down with us. Somerset called Sorrell, of the Conference of Studio Unions, and asked him if this was wages and hours, and he said it was. We then asked him if he would be willing to sit down, and Mr. Sorrell refused—

Mr. SOMERSET. Not in this case. Sorrell said it was O. K.—you mean the 2-day meeting?

Mr. REAGAN. No; we are past the 2-day meeting. This is the—

Mr. SOMERSET. The second strike, definitely. That is right. I thought you were still on the 2-day meeting

Mr. REAGAN. No, sir.

Mr. McCANN. Do you agree, Mr. Somerset, that Mr. Sorrell did refuse to negotiate on that?

Mr. SOMERSET. Yes, sir. I talked to him on the telephone at a quarter to 6 on that day, and Buck Harris was on an extension telephone, and if you want my testimony I will tell you exactly what he said—pardon me for the slip.

Mr. McCANN. What did he say?

Mr. SOMERSET. There were so many different conversations and meetings that you can't help but get a little muddled and confused. At about 5:45 o'clock on the night previous to the second strike I called Herb Sorrell and asked him if it wasn't possible to wait until the American Federation of Labor meeting in Chicago, to see if we couldn't possibly settle it at that time. He said that he was going to the American Federation of Labor meeting in Chicago and he was going to fly there. He even offered to take me in his plane. I said I already had reservations.

Mr. McCANN. Are you talking about the same thing? We are talking now about: Did you ask Mr. Sorrell if he would sit down with you and discuss it if this was a wage-and-hour dispute?

Mr. SOMERSET. This is part of the conversation—the telephone conversation.

Mr. McCANN. Proceed.

Mr. SOMERSET. And so I said, "Can't you leave it until Chicago?" And Herb said: "No; it is too late. The strike call is already out for tomorrow morning." And he said, "Unless the producers do what the carpenters have demanded, that will be that."

Mr. McCANN. Let's go back and have the last part of Mr. Reagan's testimony read.

(The record was read.)

Mr. McCANN. There is the issue. "Would you sit down and talk?" That is the issue.

Now I want to ask you: Did you say to him, "Will you sit down and discuss it if it is wages and hours, with the producers and with the IATSE, until it is settled?" Mr. Somerset?

Mr. SOMERSET. Mr. McCann, may I talk to Mr. Reagan and try to get clear the two conversations? I do not recall this conversation.

Mr. KEARNS. Mr. Counsel, it is obvious there is a misunderstanding as to the situation. I think we better permit the members of the guild here to take a few minutes' recess to get together.

Mr. McCANN. I wish you would take 5 minutes off and get your stories together, gentlemen.

(Short recess taken.)

Mr. KEARNS. The hearing will resume.

Mr. McCANN. All right, sir. Now, will you try to straighten us out, Mr. Reagan?

Mr. REAGAN. Mr. Somerset tells me we have too many executive secretaries. He believes that in the incident in question, Mr. Dales was on the telephone and not himself. My memory was that it had been Pat who made the call. He says he believes it was Jack Dales. So that is all I can say.

At any rate, we decided we had done everything we could do, and on that basis we decided that that was a jurisdictional strike and we so reported to the membership at a meeting and again recommended that no vote be taken on whether we should strike or not.

I believe Mr. Harris has the figures on it. It was an overwhelming vote to go through the picket lines.

Mr. McCANN. I have in my hand a sheet of paper headed, "Important Strike Ballot," in which it says:

This ballot may be cast at the emergency membership meeting at the Screen Actors Guild held on Wednesday, October 2, in the Hollywood Legion Stadium.

Is that the one you refer to?

Mr. REAGAN. That is what date again, sir?

Mr. McCANN. It says October 2, at 8 p. m. Is this the one you refer to—1946?

Mr. REAGAN. No, sir. This is the second meeting of the membership. The first meeting was held before we went to Chicago, which would be the early part of September, I believe.

Mr. McCANN. All right, let's go ahead. I just wondered. I have some papers here I should like to introduce in evidence, Mr. Chairman, at this time.

Mr. REAGAN. Pat says I am mixed up. He says that is the first meeting.

Mr. McCANN. All right. Now, these three documents here which I am going to read into the record, the first one is dated October 2 and is headed "Important—strike ballot." I read:

IMPORTANT—STRIKE BALLOT

This ballot may be cast at the emergency membership meeting of the Screen Actors Guild, to be held Wednesday, October 2, at 8 p. m., in the Hollywood Legion Stadium, or it may be cast by mail.

Come to the emergency membership meeting on Wednesday and learn the true facts in the present studio labor crisis and the recommendation of your board of directors, then cast your vote in the ballot boxes at the meeting. Nothing should be allowed to keep you away from this actors' emergency meeting.

After marking your ballot, place it in the small envelope marked "Ballot," seal it and place it in the return, self-addressed envelope enclosed herewith. Seal and sign your name and membership number on the back of the envelope. There will be ballot boxes at the meeting. If mailed, ballots must be postmarked before midnight, Friday, October 4.

Do you favor going on strike by not crossing picket lines in the present studio controversy? Yes, 509; no, 2,748.

(If you favor going on strike, mark an X after "Yes." If you do not favor going on strike, mark an X after "No.")

Mr. McCANN. Did that follow your Chicago meetings?

Mr. REAGAN. No, sir. I was confused on the dates. This is the meeting which preceded our Chicago meeting.

Mr. McCANN. Mr. Somerset.

Mr. SOMERSET. Mr. Chairman, I would like to make it clear as to how my conversation with Sorrell fitted in. It wasn't at the time that Ronnie Reagan mentioned. That was a conversation with Jack Dales, but the night before the second strike—

Mr. McCANN. Before what?

Mr. SOMERSET. Before the second strike was called— $2\frac{1}{2}$ to 3 weeks before, when we went to Chicago; it was the same evening of the day that Mr. Cambiano appeared before the producers in the afternoon and told the producers if they did not put the carpenters to work on erection that there would be no work, that there would be a picket line at 6 a. m. the following morning.

Mr. McCANN. The day before that, you say?

Mr. SOMERSET. No; it was the day before the strike started. The strike started on the following morning at 6 o'clock. This was the second strike. My conversation with Herb Sorrell was a quarter to 6 the night previous to the starting of the second strike. I called him on the phone and I told him what the producers told us, there was another ultimatum, the strike was starting at 6 o'clock in the morning. That is the time I begged him, implored him, to wait until after the Chicago convention. That is when he told me it was too late—if the producers did not do what the carpenters asked them to do, there would be picket lines at 6 o'clock the next morning.

Incidentally, I have a witness to that. I implored him not to put the business into strike again.

Mr. McCANN. Who was your witness to that?

Mr. SOMERSET. Mr. Harris, who is present in this room.

Mr. McCANN. All right. That will do now. Proceed with your story, Mr. Reagan.

Mr. REAGAN. Now, sir, at this same meeting of our membership we informed our membership that in compliance with a resolution passed early by the guild we were going to send a delegation of actors to Chicago to the A. F. of L. convention, primarily to lobby and back a resolution asking the American Federation of Labor to set up permanent arbitration machinery in the motion-picture industry for the settling of all future jurisdictional disputes.

We said that we would have a second mission in that while we were there we would do anything we could and everything we could to try and settle this strike here in Hollywood.

We descended on Chicago by plane and train. I might add we realized, being a small union, at the A. F. of L. convention, that our greatest weapon, which happens to be the one weapon which goes with our type of work, was publicity. We knew if we could drop 10 or 15 actors or actresses on any city in America they are bound to get their names in the papers, and this we did.

We found, when we arrived there—speaking of confusion—that we had made a mistake and did not have our resolution before the resolutions committee in time, under the rules, for it to be considered.

We saw several international presidents, trying to find out what we could. We were told on several hands that we were helpless. The upshot was, however, they did accept our resolution. They put it before the convention. One dissenting vote would have kept that resolution from going before the convention. It was unanimously decided by the convention that our resolution would be heard, and it was unanimously passed by the convention—the A. F. of L. convention went on record as favoring the setting up of permanent arbitration machinery in the motion-picture industry for all future disputes. When we first arrived in Chicago—

Mr. McCANN. What date was it they passed this resolution?

Mr. REAGAN. What were the dates of the A. F. of L. convention?

Mr. SOMERSET. October 7, it started.

Mr. REAGAN. So it would be within the next week following October 7.

Mr. McCANN. That was adopted by the A. F. of L. convention in October of 1946—

Mr. SOMERSET. Yes.

Mr. McCANN. That permanent arbitration machinery should be set up to handle all future disputes in Hollywood?

Mr. REAGAN. Yes.

Mr. McCANN. Have they set it up?

Mr. REAGAN. No, sir.

Mr. McCANN. What is wrong with the A. F. of L.?

Mr. REAGAN. Sir, that is calling for a conclusion on the part of the witness.

Mr. ARNOLD. May I add that later on there was a conference called in Washington by the American Federation of Labor, at which I was present. Mr. Somerset was present. It was to try and set up some sort of machinery. When we were called to Washington I happened to be there. They asked me to stay. We were called, and Pat came on. We thought that the machinery had already been set up, but nothing had been done about it.

Mr. McCANN. When were you in Washington, Mr. Arnold?

Mr. ARNOLD. That was in May—around the first week in May.

Mr. McCANN. They hadn't done anything then?

Mr. ARNOLD. No, sir.

Mr. McCANN. They haven't done anything since?

Mr. ARNOLD. A committee was appointed and they had been working on it. I understand Mr. Walsh had gone to Europe on some labor trouble over there, too.

Mr. SOMERSET. I might add there, Mr. McCann, if I may, one of the reasons that the meeting attended by Mr. Arnold and myself in May did not turn out successfully was that the only international president that didn't show or didn't send a representative was Mr. Hutcheson of the carpenters. He is first vice president of the American Federation of Labor.

Mr. Hutcheson had sat in at these various conferences of the executive board who had authorized this meeting to be called when Green sent out the notices of the meeting. Everyone in the motion-picture industry, every union, every international of every union, was represented by either its president or by a representative, except the carpenters, who were not represented at all.,

Mr. McCANN. You man at this Washington meeting?

Mr. SOMERSET. At the Washington meeting.

Mr. McCANN. Yet nothing was done?

Mr. SOMERSET. Nothing was done. One of the most important people did not show.

Mr. McCANN. I don't see any justification for not doing something just because somebody didn't show, when you had the resolution authorizing that machinery should be set up.

Mr. ARNOLD. That wasn't in our lap; that was in their laps.

Mr. McCANN. I am not criticizing you. I am criticizing a system that would allow a resolution of this kind, so important, to go for nearly a year, with the livelihood of the people in Hollywood at stake, and numerous other disputes taking place out here, besides these two disputes, and nothing having been done by the American Federation of Labor. I think the American Federation of Labor is a great organization, but some of its leaders are in their dotage and they should change their leaders.

Mr. BEILENSEN. I would like the resolution to go in the record.

Mr. KEARNS. Who is the gentleman that just spoke?

Mr. BEILENSEN. Mr. Beilenson, attorney for the Screen Actors Guild.

Mr. KEARNS. Same procedure. Present that to the secretary, the same as the other attorneys.

Mr. BEILENSEN. I did so earlier.

Mr. McCANN. I am reading from page 6, Mr. Chairman, of the report to members on Hollywood strike, by John Dales, Jr., executive secretary:

On the first point, the guild achieved success. While it was indicated during the opening days of the convention that it would be impossible to get the all-powerful resolutions committee to approve any resolution dealing with jurisdictional disputes—

That is what you mean by the catch?

Mr. BEILENSEN. Yes.

Mr. McCANN (continuing reading):

Many stumbling blocks were overcome and eventually the convention unanimously voted the following resolution:

Whereas there exists in the motion-picture, amusement, and all other industries a situation wherein multiplicity of unions, all members of the American Federation of Labor, work in close association with one another; and

Whereas there now exists within the structure of certain American Federation of Labor internal organizations, such as the Building Trades Council and the Metal Trades Council, machinery for arbitration of disputes between A. F. of L. unions which has accomplished the desired purpose: Therefore be it

Resolved, That the American Federation of Labor, through its executive council, by and with the consent of the national and international unions involved, undertake to set up within the motion-picture, amusement, and all other industries, and with the sanction and agreement of all unions working in these industries, ways and means for the purpose of examining, considering, and after deliberation, setting up machinery which will insure the peaceful settlement, without work stoppage, of all jurisdictional disputes within the structures of the motion-picture, amusement, and all other industries.

In other words, unless everyone agrees, your resolution is no good.

Mr. REAGAN. Arbitration is only binding on those people that decide to participate in it.

Mr. McCANN. I am trying to question now the significance of your previous testimony. It is my understanding that when you secured the adoption of this resolution you had secured binding machinery which would settle all other disputes, and yet in this resolution that was adopted we have the statement "by and with the consent of the national and international unions involved," so you haven't got anything unless they agree, have you?

Mr. REAGAN. Except we have an instruction passed by the American Federation of Labor convention that such machinery be set up, pursuant to that resolution.

Mr. McCANN. Now, proceed with your testimony, please, sir.

Mr. REAGAN. Well, sir, I have to go back a day or two in Chicago.

Mr. McCANN. First, who were the people that descended on Chicago? I want the names of all those actors and actresses.

Mr. REAGAN. The gentlemen are here with Mr. Walter Pidgeon, Dick Powell, Jane Wyman, Alexis Smith, Gene Kelly, Robert Taylor, George Murphy. Bob Montgomery came on for 1 day from New York. I can explain why he came on. This was his only participation in this entire proceeding—of the entire guild activities of this strike. He was producing a play in New York at the time, and we had announced our desire to see Mr. Hutcheson. We were informed,

according to Mr. Dales—here again it is hearsay—that we had met with no success. Eventually, through a mutual acquaintance, Mr. Hutcheson agreed that he would see Mr. Montgomery, and Mr. Montgomery alone.

When he was specifically asked if George Murphy could go along, he said, "No."

Montgomery came back to the hotel our first night in Chicago, and then he flew out for New York. He reported to us—this is the report of Mr. Montgomery to us—he said, in a conversation with Mr. Hutcheson in this meeting, he had again asked Hutcheson if he couldn't abide by this December thing and let this be cleared up. He said that he had—

Mr. McCANN. You are talking about the December directive, now, that was later interpreted?

Mr. REAGAN. Yes. He then told Mr. Hutcheson the IATSE had said they were afraid this was only the beginning of future demands upon them. Hutcheson said, "No, no; I just want the set erectors." And he said, "Then why, Mr. Hutcheson, did you put into your ultimatum they, the producers, would obey this interpretation and all other interpretations?"

Mr. Montgomery reported that Hutcheson laughed a little bit and said, "I don't know exactly why I put that in."

Mr. Montgomery left Chicago. We did the business as I have explained about the resolution. We then asked if we could meet the three arbitrators.

They said they would meet us at 11 o'clock in the morning in one of the conference rooms at the Morrison Hotel.

Mr. McCANN. Let's stop just a minute. I want to go back to something you said. Did you say that Bob Montgomery asked Mr. Hutcheson why there was the sentence in this interpretation of the directive, and that sentence at the end said the unions should obey this interpretation and all other interpretations that should be made?

Mr. REAGAN. Yes.

Mr. McCANN. And that was by Mr. Hutcheson?

Mr. REAGAN. Yes; I think that has been entered in evidence here.

Mr. LUDDY. You read the letter.

Mr. McCANN. It was in the letter written to the producers?

Mr. REAGAN. Yes.

Mr. McCANN. I want to get that straight. I didn't see how it would appear in the interpretation itself. Proceed. You are going to Hutcheson.

Mr. REAGAN. We met with the three arbitrators at 11 o'clock in the morning, and part of the group I have mentioned—all of us here, Mr. Kelly, Mr. Murphy, myself—we met with the three arbitrators.

Mr. McCANN. Mr. Arnold was there?

Mr. REAGAN. Yes. The three arbitrators opened by informing us they were meeting us as three individuals, that they no longer constituted an official body or an arbitration board under the rules of arbitration. They informed us that they had ceased to exist as an arbitration board when they handed down their directive in December 1945.

We then told them there was confusion in Hollywood, there was a strike going on, with great violence, at that time, over a misunder-

standing that a clarification had been arrived at over their names, in August, dated August 16, which in Hollywood had been interpreted by the carpenters and the Conference of Studio Unions to be a reversal of the first interpretation. We said we were there to find out what they did mean and to whom they intended to award set erection.

They explained to us the directive under which they had come to Hollywood. Briefly, they said, as has been testified here before, they were picked for the committee, they were heads of the barbers' union, the rail carmen's and the mail carriers' unions, because they knew nothing of motion-picture production. They were deliberately picked to be as far from the picture industry, so as to be completely neutral. They were given 30 days to investigate the industry and hand down their arbitration award.

Mr. SOMERSET. Thirty days—the unions were to do what they could in 30 days.

Mr. REAGAN. As Pat reminds me, there had been the previous 30 days that the local unions were to do what they could to settle their difficulties, and then the arbitration committee was to come in and have 30 days more.

They said they had looked at the entire picture and they saw three courses of action open to them. One would be to draw the lines completely between craft unions. They said that was obviously impossible because of the industrial nature of the IATSE, which cut across so many craft lines.

They said the second was to throw everything out and have one industrial union for the whole motion-picture business. They said that was impossible because of the long history of the craft unions.

They said the third course was to find all those compromises and agreements which had worked locally and worked before in the past and put them into effect as an arbitration award, and this is what they unanimously decided to do. They were the ones, they said, that had gone back and based the division of work between the carpenters and the IATSE on what is called the 1926 agreement, which has been entered here in evidence.

We said, "How do you explain your August clarification?"

They said the August clarification was a mistake. "We never should have made it." They said, "Any clarification would be another mistake. When we wrote the August clarification, as a result of the 8 months' ceaseless pressure on the part of Big Bill Hutcheson, Mr. Hutcheson wanted a basket of words."

Those are the words they used.

They said, "If 50 men read the Bible, there would be 50 different interpretations." They said, "Mr. Hutcheson wanted a basket of words over which he could haggle and dispute their meaning."

They said, "Any other clarification would be just another basket of words." They said, "We have made the one mistake and we don't want any further pressure."

I asked them, "What kind of pressure do you mean?"

They said, "To explain that would be to go into the internal politics of the AFL."

"We want to make it very plain," we said. "Do you understand that sometimes in Hollywood sets are built on stages?"

Mr. McCANN. Wait a minute before you go into that. I want you to clear up this. There is something else about this pressure business

I want you to give the story on. What took place and relate their statements about their being ready to resign, and so forth.

Mr. REAGAN. Yes, sir.

Mr. McCANN. I want to complete that story first.

Mr. REAGAN. I can put it in right here. It came a little later.

Mr. McCANN. Fine.

Mr. REAGAN. They told us they had their written resignations in their pockets, these three international vice presidents—their resignations from the executive council of the AFL, if the executive council reversed their December directive.

Mr. SOMERSET. May I add one thing? George Meany was aware of that. In other words, they didn't have it in their pockets without anyone knowing that. George Meany, the secretary-treasurer of the AFL, was aware they had their resignations and what they were going to do.

Mr. McCANN. When did they have these resignations in their pockets?

Mr. REAGAN. I understood while they were sitting there.

Mr. McCANN. Right there?

Mr. REAGAN. Yes.

Mr. McCANN. They had their resignations in their pockets?

Mr. REAGAN. That is my understanding.

Mr. McCANN. If they were forced to make any further clarification—

Mr. REAGAN. Or if their December award was reversed by the executive council.

Mr. McCANN. You still haven't completed what you told me the other day with respect to the pressures that were brought to bear upon them. There is something more you left out there. Can you recall that?

Mr. REAGAN. Well, sir, let's go on here and try to keep it in chronological order.

Mr. McCANN. I am trying to refresh your recollection. I know we have broken in on you a great deal.

Mr. REAGAN. They said, sir, there were two lines in the August clarification which they had insisted upon. One of them was a line which said that this in no way changed their December directive. The other was a line which said pursuant to instructions of the executive council of the A. F. of L., they were writing this clarification.

They said they insisted that line be put in because they did not feel that they any longer existed as an arbitration board.

Mr. McCANN. Did they say they did not exist as an arbitration board when they issued the August directive?

Mr. REAGAN. They said that that is why they insisted—

Mr. McCANN. They were officially through when they issued the December directive?

Mr. REAGAN. That is why they said they insisted on the line being—

Mr. McCANN. Mr. Arnold, do you specifically remember that?

Mr. ARNOLD. Yes; I do. If I may say so, I have sat on many arbitration boards. It is my understanding when the arbitration decision is handed down, that finishes that arbitration. I believe that is a rule of the American Arbitration Society. They had nothing more to say after they handed down the original decision.

Mr. McCANN. The impression has been given to me, Mr. Arnold—I would like to have you enlarge on this idea, if you can here—that these men advised you they were browbeaten into getting out this August clarification; is that correct?

Mr. ARNOLD. Over a long period of time, I imagine you would call it browbeating.

Mr. McCANN. Why would they say they had their resignations in their pockets?

Mr. ARNOLD. The main topic around the convention was not to bring this dispute on the convention floor. We were ready to burst it wide open. We were asked not to do it. I think they felt if it came on the convention floor, they might as well have their resignations ready.

Mr. SOMERSET. I think Mr. Reagan's statement, when he said the resolution—why they had to go into the internal politics of the A. F. of L.—I think that explains—

Mr. McCANN. I think it is about time we went into the internal politics of something here.

Mr. KEARNS. Mr. Arnold, what pressure was used not to have this brought on the floor? Was there a lot of maneuvering there sometimes?

Mr. ARNOLD. We were never seen with any of the people we had conversations with.

Mr. KEARNS. You were never seen?

Mr. ARNOLD. In public; no. We were always asked to go up to the room by ourselves. We were never seen in elevators at any time.

Mr. KEARNS. Did you use the back stairs?

Mr. ARNOLD. No.

Mr. REAGAN. I think I can answer that question. I am sorry I cannot name the delegate, but it was a convention delegate that said if it came to the convention floor, Mr. Hutcheson controlled too many votes.

Mr. KEARNS. Before we go any further, whose opinion was it, of this committee, it shouldn't be brought to the floor?

Mr. ARNOLD. That we don't know.

Mr. KEARNS. All right.

Mr. REAGAN. Now, sir, the three men then continued and we wanted to make it very plain. We said, "Maybe we seem repetitious in this." This is talking to the three men. We would explain to them why we wanted to make this so clear and so plain.

We said, "We have been under the impression there was a misunderstanding as to what the December arbitration award meant." And that that has caused the entire difficulty.

That one side claimed the August clarification did not reverse the December award, it merely reversed the interpretation of it. It had been wrongly interpreted in December.

The three men said there was never any doubt as to what they meant. There was no doubt on the part of Mr. Hutcheson as to what they meant. That is why he wouldn't accept it, because they said, "We intended to give the jurisdiction over set erection to the IATSE, with the exception of mill and trim work."

Then we said, "Do you understand that a set is sometimes built from the ground up, as a house is built, on a sound stage in Hollywood?"

They said, "We do."

We said, "You intend that the sets should be built on the sound stage by the IATSE, with the exception of mill and trim work?"

They said, "Yes; that is exactly what we meant."

I believe it was Mr. Doherty of the mailmen who said, "Why shouldn't it be?" He said, "That is an entertainment industry and historically the IATSE has been an entertainment union. Why shouldn't they have the right to do the work in the entertainment business? Certainly they can't go out and compete in the building trades business."

We used all the words, "You mean construction, erection, building of a set?"

They said, "Yes."

We said, "Now, one other point. We came here interested only in two things, to promote arbitration, and, if possible, to do something to settle this strike."

We said, "We have been instructed by our membership to back arbitration machinery. Do you mean to tell us that the first vice president of the American Federation of Labor is deliberately and willfully flouting the very principle of arbitration by blocking the awards?"

They said, "Yes."

Mr. McCANN. What reason did he give?

Mr. REAGAN. When he came here, instructed by the A. F. of L. to hand down a decision in 30 days, Mr. Hutcheson said to Mr. Knight, "Before you hand down a decision, have a talk with me."

They said that all union representatives were entitled to be there, or his representative. Mr. Cambiano was there. Mr. Walsh of the IA was there. But they said, "Mr. Hutcheson was too busy to come here, and at the end of the 30 days he had still not come." They said, "We, pursuant to our instructions, handed down our arbitration award."

We left the three men at that time and we let the word get out we would like to see President Green. This was at 1 o'clock in the afternoon. We were told he would see us immediately following the afternoon session in his suite in the Morrison Hotel.

We went there and we told him we had met with the three men and what they had told us. We said, "We were there talking on behalf of people we have worked with in this industry, who are out cracking each other's heads in front of the studios." We said we had learned that one man was responsible for this situation—after talking to the three men—and it seemed to be Mr. Hutcheson, the first vice president of the AFL.

We told him that if something was not done to settle this disgraceful situation we would make sure—using our publicity ability as actors—to see that everyone in the United States found out Mr. Hutcheson was responsible for this.

Mr. Green was very moved by this. He was very distressed. As a matter of fact, he was crying.

He stopped there, and he said, "What can I do?" He said, "Under the constitution of the American Federation of Labor, we are a federation of independent unions. I have no power to do anything."

We said, "Will you use your influence to get Mr. Hutcheson and Mr. Walsh to sit down over the table while in Chicago and try to settle this?"

He said, "Mr. Hutcheson has told me he would not enter the same room with Mr. Walsh."

We said, "One last thing, then; will you tell Mr. Hutcheson what we have told you?" And we added, "And the action that we have said we will take."

He said, "I promise I will do that."

We said, "Immediately?"

He said, "Immediately."

We said, "In closing, Mr. Green, is it your understanding that the three-man arbitration board awarded the jurisdiction over set erection to the IATSE?"

He said, "That is my understanding."

We went back to the hotel and we figured we would wait long enough for him to talk to Mr. Hutcheson. When we thought we had waited long enough, we decided we might as well see if we could get the man on the phone who, up to this time, it had been impossible to see, other than the brief arranged visit by Montgomery.

Mr. Arnold spoke to him on the phone and was cordially spoken to and invited to come over and see Mr. Hutcheson at 10 o'clock.

At that time Eddie Arnold, Gene Kelly, Jane Wyman, Alexis Smith, George Murphy, myself—I don't know whether there were any of the rest of our group there or not—

Mr. ARNOLD. Dick Powell.

Mr. REAGAN. Yes. Dick Powell. We sat down in the suite of Mr. Hutcheson. Eddie started about the situation out here. He said he didn't believe he knew the violence that was going on, and we believed if he knew what was going on out here he certainly would do something to stop it.

Mr. Hutcheson started to talk to us about construction. "I have never been on a motion picture set in my life. I know construction," he said. "There are some things you must understand about construction."

He said, "If a building is being put up at the corner of State and Lake, one newspaper would say that the such-and-such construction company is constructing a building there."

And he said, "Another newspaper would say that the such-and-such erecting company is erecting a building there."

He said, "They are both right. That is construction."

We went on with more talk about out here and what we thought should be done and how these men were going to be forced—in many cases we had heard of individual men that cashed bonds because they were out of work.

Finally he said, "Tell Dick Walsh to obey that directive and all your troubles are over."

We said, "Your interpretation of the directive, Mr. Hutcheson, or what the three meant who wrote it?"

He said, "What do you mean?"

We said, "Well, we have come from talking to the three men that constituted the arbitration board. They intended to give the jurisdiction of the set erection to IATSE."

He said, "Erection, but not construction."

We went on talking and again, in the course of the conversation, he said, "You have no problem if you will tell Dick Walsh to obey that directive."

Again we said, "Your interpretation, Mr. Hutcheson, or the interpretation of the three-man arbitration board?"

I think we probably said that about four times, at which point Mr. Hutcheson became a little angry, and he said, "Those three blockheads don't know anything about construction or anything about the motion-picture industry, and they said they based that arbitration award of December on the 1926 agreement."

He said, "When my local union sent that agreement to me 20 years ago for signature I refused to sign it because I wouldn't permit a local union to give up the jurisdiction of the international."

He said, "I won't go back on our word now, although it is 20 years later."

We continued to talk. I don't know how long we were there; it was quite late at night.

He said, "This arbitration machinery which you people are back here promoting and want to pass at the convention, how are you going to police that when it is set up?"

We said, "In this country if you decide to play ball and use an umpire, you obey his rulings."

He said, "Thirty years ago the A. F. of L. ruled against me in a dispute against the machinists," and, he said, "I haven't obeyed the A. F. of L. directive for 30 years. As a result of it, the machinists finally got out of the A. F. of L."

We didn't think there was much basis for talking on that particular ground. Then we started talking to him—we said, "You have men out on the street there, Mr. Hutcheson; men that are not working who should be in those studios."

He said, "They can get other jobs in the building trades, I am sure."

We said, "Some of those men are pretty much specialists. We don't exactly build those sets out there like anything else. It is specialized. Like, a cheesebox—you have a set like this room, with a fireplace and bookcases on one wall, and you want to take that wall out so the camera can go on around and shoot in another way. It is so built it can be whipped out of there in 15 minutes. That is specialized work."

He said, "Well, it is all construction."

We said, "You have about 1,500 men out there not working."

He said, "I think I must have about 2,500."

We said, "That makes it worse. You have 2,500 men out on the street not working."

He said, "I have 850,000 carpenters. I only pay head tax on 600,000. They know I have the other 250,000. What can they do about it? I can afford to keep those 2,500 people on the street for 10 years."

Then toward the close of the evening—there was a counsel sitting there with him—I don't know his name, and this man finally said to us, "Look, what Mr. Hutcheson is trying to tell you is if Dick Walsh will just say, even in this room, he is giving in on the directive, then Mr. Hutcheson and Mr. Walsh can sit down at a table and settle this thing."

He took several of us over in the corner—not Mr. Hutcheson, this other fellow. He said, "Look, Mr. Hutcheson is too big a man to just back down completely." He said, "You tell Dick Walsh to come up here and see Hutcheson."

We said, "We will take that message to him."

We left there that night and it was decided, when we got back to our hotel—I might add I have left out something else. He said to us, "If Dick Walsh will give in on the August directive, I will run Herb Sorrell out of Hollywood and in 5 minutes break up the Conference of Studio Unions."

When we got back to the hotel we decided we thought Mr. Sorrell should know it. We felt it would be sort of impossible to conduct his strike without the support of the other CSU unions. We decided to find Herb Sorrell as soon as possible and tell him what we had learned from the three men and the conversation we had had with Mr. Hutcheson.

At that point I had to leave, as well as several others, to come back to Hollywood.

Pat Somerset and Eddie Arnold remained. We had one earlier conversation with Mr. Sorrell, before we had seen the arbitrators, or anything. He came up to one of our suites at the hotel for lunch. We sat and actually had more of a social visit than anything.

Now, we decided we were going to inform Herb of this, and our decision was based on our belief that the other unions would not perhaps wish to support the carpenters when they heard what we had learned from the three arbitrators and from Mr. Hutcheson.

To keep this in sequence, I would like to follow myself back to Hollywood and add one meeting, which took place before Mr. Arnold and Mr. Somerset came back. They continued.

Upon my arrival back here—I had been back just a day or so when we were informed that local 683 of the Film Laboratory Technicians of the IATSE had voted to respect the picket lines of the Conference of Studio Unions. We were very distressed, because we believed when our meetings were over in Chicago and the full truth was known, that we were very close to a settlement of this strike. I might add we were somewhat naive at that time.

We knew this could only further complicate the picture. We had no interest in what the dispute was between local 683 and the international of the IA. We knew it would only complicate the present strike.

We made no secret of what we learned in Chicago. I was asked, through the guild, if I would come to a meeting of 683 to report what I have reported here of what took place in Chicago.

Jack Dales hastily polled the executive council of the Screen Actors Guild on the belief it might stay off this strike. I was instructed to go to the meeting held at the Legion Stadium.

I went to this meeting with great fear and trepidation. I found my fears were groundless, as Mr. Martin told me that 683 advised the members who wanted to not go through the picket lines not to bother going to this meeting. Therefore, I spoke only actually to that friendly portion that didn't want to go out on strike. We had hoped we were speaking to the people that had taken the strike action.

We actually accomplished nothing very vital. That was the end of my contact until Mr. Arnold, and Mr. Somerset came back from Chicago to report on the several meetings which they had subsequent to my departure with Mr. Hutcheson, with Mr. Walsh, and a meeting in the Morrison Hotel with Herb Sorrell. I think maybe they had better take it from there.

Mr. McCANN. One other thing from you. You are the president of the guild?

Mr. REAGAN. Yes, sir.

Mr. McCANN. At that time who was the president of the guild?

Mr. REAGAN. Bob Montgomery was president.

Mr. McCANN. Between your regime now and Bob Montgomery's time, who was the president of the Guild?

Mr. REAGAN. Bob Montgomery resigned when he came back here and got a contract in which he produced his own pictures, as well as acted in them. He did not feel that he now, in producing, should represent a union.

Mr. McCANN. You followed Bob Montgomery as the president of the guild?

Mr. REAGAN. Yes, sir.

Mr. McCANN. Now, Mr. Arnold, will you take the stand?

Mr. KEARNS. We will take a short recess.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Arnold, now will you proceed and supplement or corroborate what has been said?

Mr. ARNOLD. Well, after Mr. Reagan left, we tried again to get Mr. Hutcheson and Mr. Walsh together and we succeeded. I went to Mr. Walsh—Pat Somerset and I were the only ones left there—and I went to Mr. Walsh and I asked him if he would talk to Hutch again. He said, "Yes, any time Hutch wants to meet with me, I will be there."

So then we went to Hutcheson and we found out that he would meet once more, and I thought I would try to appeal to Hutcheson from a humane standpoint to see if we couldn't get these people back to work, and we sat and chatted for a long time and finally the issue was opened once more, and both Mr. Walsh and Mr. Hutcheson began to argue with each other about what they did to each other at that time or the other time, and finally I said, "We are not interested in that. The thing we want to find out is whether you will help to settle the dispute out there so these people can go to work."

And again the directive—or at least the decision of the arbitration board—was referred to. It was always referred to whenever we talked with both of the men, and Hutcheson said, "No."

Well, that conversation lasted about a half an hour or so, and Walsh said to him, "You know, I'm sorry we can't settle this thing."

And Hutcheson said, "The only way you can settle it is that you recognize the directive"—after the decision had been handed down by the arbitration board.

We felt then that our fight was pretty much lost; that we didn't know whether we should go on and continue or not. That went on for 3 or 4 days, and each conversation wound up the same way.

Mr. McCANN. You don't mean to say that you were in a conversation with them for 3 or 4 days; do you?

Mr. ARNOLD. There were four conferences, I know—at least three conferences—with Hutcheson and Walsh, and the same answer came back every time: that he should recognize the directive of August—

Mr. McCANN. In other words, he always referred to the directive as the one that came last instead of the one that came first?

Mr. ARNOLD. That's right. He never referred to the decision of the arbitration board. He always referred to the clarification.

Mr. McCANN. That was the directive?

Mr. ARNOLD. Right.

Mr. McCANN. Did you admit in those conversations that he had forced this clarification?

Mr. ARNOLD. No, sir; we didn't ask him that.

Mr. McCANN. Did you ever tell him that the three men who acted as arbitrators had said he had virtually forced them to make this modification?

Mr. ARNOLD. No; I don't remember that; no.

Mr. McCANN. Did he ever indicate that he would permit the local to do what it pleased and that he would not interfere?

Mr. ARNOLD. Yes, sir.

Mr. McCANN. Tell us about that.

Mr. ARNOLD. I don't remember much about that. The only thing Hutcheson said was, "Let them settle it, if they can, out there."

Mr. McCANN. Did he say that the local carpenters were free to do that?

Mr. ARNOLD. I doubt very much if he would have made that remark if he didn't feel they were free to do it.

Mr. McCANN. In other words, did it occur to you from talking to him that he was endeavoring to avoid yielding something on a national basis, but was willing to yield something on a local basis?

Mr. ARNOLD. Well, every indication in his conversation with us would lead me to believe that: yes.

Mr. McCANN. As long as he didn't have to act.

Mr. ARNOLD. Yes, sir.

Mr. McCANN. Did he ever make a statement that he was willing to settle the problem with Walsh when Walsh surrendered the right to do all woodwork and substitutes for woodwork? It seems to me somewhere I heard that statement made.

Mr. ARNOLD. I think Mr. Reagan mentioned it this morning.

Mr. SOMERSET. Pardon me. I was not in any of these discussions before the "Battle of Chicago."

Mr. McCANN. You were only in the "Battle of Chicago" between the two—

Mr. ARNOLD. Yes.

Mr. McCANN. Mr. Reagan, did Mr. Hutcheson say to you, when you were having your conference with him, "This thing can be easily settled if Mr. Walsh will just give up all jurisdiction on woodwork or wood substitutes"?

Mr. REAGAN. No, sir; Mr. Hutcheson only kept referring to the August directive. Mr. Walsh would give in on the August directive. I think the meeting I mentioned earlier, that Jack Dales reported here, before we went to Chicago—Cambiano had uttered the statement that he said everything that was wood or wood substitutes belonged to the carpenters.

Mr. McCANN. That was Cambiano and not Hutcheson?

Mr. REAGAN. That's right.

Mr. McCANN. Have you any light to throw on that, Mr. Somerset?

Mr. SOMERSET. The first week end of the convention is when Ronnie and most of them left and went back to Hollywood, leaving Mr. Arnold and myself, and instructing us to do our best to get hold of

Mr. Sorrell and let him know what we had heard in the previous night's conference with Mr. Hutcheson. Mr. Hutcheson left Chicago for the week end. He flew somewhere—I forget where now—but he didn't get back until the following Monday. In the meantime, Gene Kelly said, "I will speak to Herb Sorrell and I will tell Herb what Hutcheson told us."

He did his best, but he couldn't get hold of Sorrell. He even called from the airport two or three times, and finally he called me and he said, "Pat, you better do it." I didn't get a chance to see Herb until the beginning of the following week, but at the meeting that we first had with Hutcheson and Walsh, Hutcheson was present with Maurice, his son, and Walsh was present with his international secretary-treasurer, and Edward Arnold and myself. There were six of us there. The meeting started off very amicably and it was just a general discussion and they talked about the Hollywood situation and the deadlock came after about an hour when Hutcheson said, "Well, Dick, the only thing that can settle this, as far as I am concerned, is if you agree to the clarification." As a matter of fact, he said, "to the directive," and Dick said, "You mean the original directive or the clarification?" And Hutcheson said, "To me they are the same. The clarification merely let me know what was intended in the directive."

And Walsh said, "Well, of course, that is exactly the reverse from the way I feel, and I suppose nothing can be gained from us being here any more," and that is when that one broke up.

Mr. McCANN. Did Hutcheson ever say, in any of these conferences: "I am not going to yield nationally, but you can make any settlement possible out there in Hollywood with the carpenters"?

Mr. SOMERSET. No; I had two talks with Hutcheson after this. I thought you wanted to go in sequence.

Mr. McCANN. Proceed with your sequence.

Mr. SOMERSET. Then the following morning I saw Hutcheson in the lobby of the convention hall and he said, "Look, you tell Dick Walsh that if he will agree to the original directive, I will agree to have the arbitration set up in the motion-picture industry, provided that the first point of arbitration to be arbitrated is the directive."

I said, "Well, I doubt very much if Dick Walsh will agree to that point, but I will ask him nevertheless."

I saw Dick Walsh and I told him that Hutch had said that, and Walsh said, "Absolutely not. I will not agree to an arbitration of an arbitration—and that is exactly what that amounts to."

Mr. McCANN. In other words, the arbitration machinery which was supposed to have been set up in the Chicago meeting specifically was with respect to disputes which would hereafter happen in Hollywood?

Mr. ARNOLD. That's right.

Mr. McCANN. And Mr. Hutcheson made it a condition to setting up the machinery there, that it should first start with an arbitration of the case which had been arbitrated?

Mr. ARNOLD. He did that with us in private, Mr. Counselor. It probably never was brought out during the executive council meetings of the federation.

Mr. SOMERSET. It was never brought out on the floor of the convention, naturally. This was merely—as it went along, Bill Hutcheson sort of gave more and more, but he came to the final point—his last

proposition through us as go-betweens to Walsh—that he would see that the arbitration machinery was set up right away, provided that Walsh would agree temporarily to the original directive, and that he would then have a chance for the first case of the new arbitration panel—the first case would be the arbitration of the award of the arbitrators of the previous year; and, as I explained, I think Walsh said, "Certainly not. I will not make that a condition, because that would be merely arbitrating an arbitration, which I will not have."

Mr. McCANN. You use an expression that I am in doubt about. You said he would agree to the original award—the award of December—providing you would arbitrate it again.

Mr. ARNOLD. No; the clarification.

Mr. McCANN. Oh, he would agree to go ahead under the clarification and go ahead under the machinery providing you do this first?

Mr. ARNOLD. Right.

Mr. SOMERSET. Yes.

Mr. McCANN. Coming back to you, Mr. Arnold, you were present during the testimony of Mr. Reagan?

Mr. ARNOLD. Yes.

Mr. McCANN. You heard his testimony with respect to the three men—the conversations with the arbitrators?

Mr. ARNOLD. Yes, sir.

Mr. McCANN. Do you corroborate that conversation?

Mr. ARNOLD. I do.

Mr. McCANN. Did he give the facts as they occurred there?

Mr. ARNOLD. Yes.

Mr. McCANN. Is there anything you can add to it?

Mr. ARNOLD. No; except I felt, whether the men knew anything about the picture business or not, they were responsible men and sincere in anything they tried to do to settle the strike.

Mr. McCANN. Did they leave the impression on you that everything which they had done after the original arbitration award of December 1945, had been forced upon them?

Mr. ARNOLD. Yes; I imagine so.

Mr. McCANN. I don't want any imagination.

Mr. ARNOLD. I don't know. I wasn't there.

Mr. McCANN. Did you hear them make the statement that they had months of pressure brought to bear upon them?

Mr. ARNOLD. Yes, sir.

Mr. McCANN. What else can you give to us, Mr. Arnold, with respect to the conferences, if any, with Mr. Hutcheson? Have you covered that?

Mr. ARNOLD. Yes; we have covered that pretty well.

Mr. McCANN. When they had the conference there with Mr. Hutcheson and his son, did his son say anything?

Mr. ARNOLD. No; not as long as Hutcheson was in the room.

Mr. McCANN. Did Mr. Walsh's assistant say anything?

Mr. ARNOLD. No, sir.

Mr. McCANN. The conversation, then, was carried on by you and Mr. Walsh?

Mr. ARNOLD. Hutcheson and Pat.

Mr. McCANN. Between them?

Mr. ARNOLD. Yes.

Mr. McCANN. With the actors' group trying to get them to get together?

Mr. ARNOLD. Yes.

Mr. McCANN. And that was entirely fruitless?

Mr. ARNOLD. Yes.

Mr. McCANN. When you gentlemen got through in Chicago, what did you do then?

Mr. SOMERSET. I should like to clear that last part on Chicago?

Mr. McCANN. Proceed, Mr. Somerset.

Mr. SOMERSET. The last 3 days of the convention we were still trying to do our best, right up to the last day, to see if it couldn't be settled between Hutcheson and Walsh. Joe Keenan did his best. Joe Keenan was the representative of the IBEW, who later came to Hollywood, which you will hear about. Everyone present gave me to understand—and I know gave Eddie to understand at that time—that it was practically a deadlock, that Hutcheson could not give in from a prestige angle and that Walsh could not give in because he would be lost. These statements were naturally off the record. In other words, they were trying to show us the impossibility of getting any further.

About the day before the end of the convention was the first time that I had a chance to talk to Herb Sorrell. When Gene Kelly couldn't get him after the first day he left—on the first day of the convention. I told Herb Sorrell what Kelly would have told him. We thought he would believe Kelly better than he would me and that therefore Kelly was the one to tell him. I told him that this is what Kelly would have told him if he had been present. I told him just what Ronnie has told you as to what Hutcheson said. Herb said, "That is not what the three men told me. I have seen the three men and they did not tell me what you have just informed me they told you at your meeting."

I said, "Well, would you find them again? Would you talk to them individually, or any way you can, and let me know if they still tell you the same as you tell me they told you, because if that is the case, we better know it. We better let our gang know that everything isn't kosher."

The next time I saw Herb was the day before the convention closed. I think it was the day before. I asked Herb if he had seen the men. He said that he had and he said, "Yes; I have seen two of them."

I said, "Did they tell you substantially what I told you?"

He said, "Yes; not exactly but substantially."

I said, "What is going to happen? What can happen?"

Herb said, "It seems to me that it is a matter of elimination."

And I said, "What do you mean by 'elimination'?"

He said, "One side or the other will have to go." And that was just about the end of our conversation.

I talked to the three men again. One of them left and I talked to the other two, and I asked them again—I said to them, "What you told us, is there any change whatsoever?" That was in front of Edward Arnold. Again they said, "Absolutely not. We have not changed. We will never change. We can't change. That is what we feel and that is exactly what we feel now, and that is exactly what we will always feel."

This was the last few days of the convention. The last day of the convention I said, "Good-by," to Hutcheson, and I said, "Bill, isn't there anything that we can do?"

He said, "Well, sure, you know what you can do; get Walsh to agree to it."

I said, "Well, good-by."

He said, "Now, look," he said, "If you have any change or if you want anything—if anything new develops—you know where to get hold of me. You call me."

And I said, "All right."

I did call him later on, but now that was just about all—unless Eddie can think of something else—that was just about the end of the Chicago meeting. There was nothing else after that.

Mr. McCANN. Mr. Arnold, was Mr. Reagan present at any of the meetings with Mr. Hutcheson?

Mr. ARNOLD. Oh, yes.

Mr. McCANN. Which one?

Mr. ARNOLD. The first one, when I called Mr. Hutcheson on the phone. Everybody told me I couldn't get to the man and there was no use calling him. I said, "All right, let's try it." When I did get him, I was so surprised I didn't know what to say. He did invite us over, and two ladies went over—

Mr. McCANN. What ladies?

Mr. ARNOLD. Jane Wyman and June Allyson.

Mr. McCANN. Do you know where Miss Allyson is?

Mr. SOMERSET. She is in Arizona on location.

Mr. McCANN. Do you know where Mr. Kelly is?

Mr. SOMERSET. He is in the high Sierras.

Mr. McCANN. I understand he has had very severe work, Mr. Chairman. I am trying to explain the absence of some of these people.

Mr. ARNOLD. He has been ill, you know.

Mr. McCANN. I understand he just finished a picture and rushed up there to get some rest.

Do you know where Mr. Murphy is?

Mr. ARNOLD. I think he is in Coronado.

Mr. McCANN. I think they are trying to get him.

Do you know where Mr. Pidgeon is?

Mr. ARNOLD. Walter Pidgeon? No; I don't know.

Mr. McCANN. What part did he have in it?

Mr. ARNOLD. Just one of the delegates to the convention. He was there only 2 days. He had to come right back. He didn't have much to do with it.

Mr. McCANN. Was he in the conference with the three other men?

Mr. ARNOLD. No.

Mr. McCANN. Was he in the conference with Mr. Hutcheson?

Mr. ARNOLD. No.

Mr. McCANN. Now, have there been, gentlemen, any mistakes or errors that you would like to correct? I mean, do you recall anything you have said that you would like to correct for the record?

(No response.)

Mr. McCANN. All right; let's go from the Chicago meeting. I understand there was a possibility, perhaps, Mr. Somerset having straightened it out on the conversation with Mr. Sorrell—but I wanted to give you a chance, if there were any little errors that you might want to correct, that you have the opportunity to do so.

Mr. SOMERSET. That is not what Mr. Reagan said. That is what Gene Kelly would have told Sorrell, but which I told him instead.

Mr. McCANN. Now, when you got back to Hollywood, Mr. Arnold, what did you do?

Mr. ARNOLD. A board meeting was called and, of course, we reported to the board and—

Mr. McCANN. Do you know when that was?

Mr. ARNOLD. That was right after the convention. You see, we didn't put any of this stuff down. We are only going from memory, Counsel. It was right after the convention was over and we came back.

Mr. McCANN. Tell us what took place, in your own language.

Mr. ARNOLD. We called the board meeting and we thought the best thing to do was to get all those interested in the strike and the people on strike, to call them together and tell them the findings, and we made a transcript, I believe, of all the things we could remember that happened in the Chicago visit. We had these meetings and, naturally, we always came to the same thing about assemblage, and erection of assemblage, and building. So at one of the meetings someone suggested—I don't know who it was—was it Gillette?—about getting the man on the telephone—

Mr. REAGAN. I know that story.

Mr. ARNOLD. You probably know it better than I do. I was reading the transcript, so I don't know what happened in between there at the meeting. Someone said, "Let's get the three men out here or telephone them," and they were being referred to at that time as the "three wise men," which was very, very unfair and very unkind. As I said before, they did everything they possibly could to settle this thing, and I should like to have Mr. Reagan go on from there, because he had the chair.

Mr. McCANN. Let's exchange seats to make it easier.

Mr. REAGAN. As Mr. Arnold testified, we decided the most important thing would be to get the information which we had gathered into the hands of all of the interested people. We invited several representatives from each of 43 unions, I think, if my memory serves me correctly—A. F. of L. unions that are in the motion-picture industry—to meet at the Knickerbocker Hotel. I think that first meeting was October 25, and at that meeting between George and Arnold and myself we reported in chronological order, as we have reported here, all of the things that happened—all the things that Hutcheson said and all the things the three men had said, and so forth, and Walsh and the rest.

Incidentally, we added one story at that time. We said that Walsh had contacted Pat in Chicago and had told him that he had been informed by the electricians by Tracy of the IBEW and by Dubinsky of the garment workers, that Mr. Sorrell had told both those gentlemen that if they would issue charters for certain types of work done in the motion-picture studios, he would see that they got the people to do the work. That, as I say, was Walsh's statement to Pat. We reported it at that meeting.

At the end of our report we asked if there was anyone there who thought there was anything we hadn't covered, or if they wanted to

disagree with anything we had said, or doubted it, to speak up. We were not challenged on any point.

As a matter of fact, I think Mr. Sorrell's words in regard to the other unions was that in a fight you will do a lot of things. The one challenge we did get was from Sorrell in regard to the conversation with the three men. He said, "I talked to the three men and I asked them, Did they intend to throw 350 men out of work?" And he said that they answered him that they didn't intend to throw anyone out of work. So he said, "I take that to mean that maybe they didn't exactly say the same things to me that they did to the actors' group."

Kelly then said, "Herb, let's get in your airplane and fly back and we will see if the three men will say the same things. Maybe they did say different things to each one of us, but if we are both together we will see what they say to us together."

I hastily interrupted, not liking airplanes principally, and said, "Can't we get them on a conference telephone call and save some time?" I was afraid I would get stuck on that airplane, is the real reason.

The next day we decided to get the three arbitrators in conference telephone conversation with representatives on this end and the arbitrators on the other. The next afternoon, at 3 o'clock—I better get back to the Knickerbocker meeting. At that time Mr. Sorrell said that the following three things, in this order, were what were keeping the strike going:

No. 1, the December arbitration award and the August clarification of that difficulty; No. 2, permanent arbitration machinery; and No. 3, wages and hours, signed contracts with the producers.

We asked him how important, if we could settle the first issue—how much of a problem the wages and hours were, and he said that they had only been apart on a few minor points at the time that the trouble broke, and he said they figured they could sign most of the contracts in 24 hours if the other things were out of the way.

We then asked him if the three arbitrators said to all of us on the telephone what they had said to the actors in Chicago: Would the Conference of Studio Unions then accept the December arbitration award? He said they didn't want to support anything that was wrong and that they certainly would, that if the three arbitrators said to us what they said to all of them, that they would accept it, and Walter Pidgeon, I think it was, said, "We have already had Hutchinson's word on it. What if the carpenters don't go along?"

And Herb Sorrell said, "Well, maybe we don't need the carpenters in the picture business. We won't support them if the arbitrators repeat to us what they said to you."

At approximately 3 o'clock the next afternoon a call was arranged. Mr. Knight was in Kansas City and Mr. Birthright was in Indianapolis, I believe. They were on their end of the phone and Herb Sorrell, Skelton, Roy Tinsdale of the IBEW, were on telephones, and Gene Kelly was on a phone and Eddie was on a phone, and Murphy was on a phone and I was on a phone and Herb Sorrell had brought a court recorder because he said if we didn't mind, he wanted it taken down, and we said that would be all right. The conversation opened, and we have a complete transcript of that telephone conversation.

Mr. McCANN. Let's have it.

Mr. ARNOLD. That is the court recorder's transcript of the conversation taken down by the court recorder brought by Mr. Sorrell.

Mr. McCANN. Mr. Chairman, this is a matter of a 23-page document. I think it should be reproduced in full. Do you think it should be read first or do you think we should have it just put into the record by the reporter?

Mr. KEARNS. I think it should be read.

Mr. McCANN. Do you want it read at this time, Mr. Chairman?

Mr. KEARNS. Yes.

Mr. PRICE [reading]:

TELEPHONE CONVERSATION HELD AT SCREEN ACTORS GUILD
7046 HOLLYWOOD BOULEVARD, LOS ANGELES, CALIF.

Between Felix H. Knight, arbitrator; William C. Birthright, arbitrator; George Murphy, Screen Actors Guild; Gene Kelly, Screen Actors Guild; Edward Arnold, Screen Actors Guild; Ronald Reagan, Screen Actors Guild; Herbert K. Sorrell, Conference of Studio Unions; James Skelton, Conference of Studio Unions; Mr. Tinsdale, Conference of Studio Unions.

Friday, October 25, 1946—3:30 o'clock p. m.

Mr. ARNOLD. Hello. Mr. Knight? Mr. Birthright?

Mr. KNIGHT. Yes. How are you?

Mr. BIRTHRIGHT. Yes.

Mr. ARNOLD. All right. We can go ahead now. This is something that is going down in the annals of labor history.

I will have the roll call so you will know who is on the phone here. Have you all got it?

(Several voices answered "yes" simultaneously.)

Mr. ARNOLD. Ready with the roll call. Ronald Reagan.

Mr. REAGAN. Ronald Reagan.

Mr. ARNOLD. Gene Kelly.

Mr. KELLY. Gene Kelly.

Mr. ARNOLD. George Murphy.

Mr. MURPHY. George Murphy.

Mr. ARNOLD. Edward Arnold talking. Mr. Skelton of the conference.

Mr. SKELTON. Skelton.

Mr. ARNOLD. Herb Sorrell and Mr. Tinsdale.

Mr. SORRELL. Herb Sorrell.

Mr. TINSDALE. Tinsdale.

Mr. ARNOLD. The court reporter is here, to. All right. Now, Mr. Knight and Mr. Birthright, when we met you, you told us that your original decision stood; is that right?

Mr. KNIGHT. That's right.

Mr. ARNOLD. And you are still of the same mind?

Mr. KNIGHT. That's right.

Mr. ARNOLD. And regardless of the clarification, your original decision will stick?

Mr. KNIGHT. That's right.

Mr. ARNOLD. That is quite true from what you say now. However, that is not the impression that Mr. Sorrell got. I understand that Mr. Sorrell contacted you, because we asked him to contact you and find out the exact position you took.

Mr. KNIGHT. That is the position I took, and I didn't discuss the position with Mr. Sorrell.

Mr. ARNOLD. You did not?

Mr. KNIGHT. I did not.

Mr. ARNOLD. You didn't discuss the arbitration with Mr. Sorrell?

Mr. KNIGHT. I did not.

Mr. ARNOLD. Now, were you of the mind in your decision that the construction work went to the IATSE because they had had it for so many years?

Mr. SORRELL. Wait a minute. That is not a fair question—

Mr. REAGAN. Mr. Birthright and Mr. Knight, may I talk to you? I think somebody here just protested that was not a fair question.

Mr. KNIGHT. There was a carpenters' protest in that.

Mr. ARNOLD. What did you mean when you issued your original directive?

Mr. REAGAN. You meant the clarification that you issued—

Mr. KNIGHT. That speaks for itself.

Mr. REAGAN. Did you intend the clarification to change your December position?

Mr. KNIGHT. No.

Mr. ARNOLD. You intended to clarify the word "erection"?

Mr. KNIGHT. We intended to clarify the whole thing.

Mr. REAGAN. May I ask this question, Eddie? Mr. Knight and Mr. Birthright, you intended to give jurisdiction over set erection to the IATSE?

Mr. KNIGHT. Who is talking, Reagan?

Mr. REAGAN. Reagan; yes.

Mr. KNIGHT. In submitting the report, we recognized that the carpenters had jurisdiction over all trim and millwork in connection with the studios.

Mr. REAGAN. Yes?

Mr. KNIGHT. All work in the carpenter shops.

Mr. REAGAN. Yes?

Mr. KNIGHT. All permanent construction on the exterior sets.

Mr. REAGAN. Yes; that is for the carpenters?

Mr. KNIGHT. That is erection of permanent sets as provided in section 1.

Mr. REAGAN. Which was merely mill and trim work?

Mr. KNIGHT. Erection of all sets—

Mr. REAGAN. You mean that that is the 1926 agreement now? Is that the basis of your jurisdiction award?

Mr. KNIGHT. Yes.

Mr. REAGAN. Gentlemen, could I ask you a question? I don't want to put you on the spot, but I want to ask you something else. This is Ronald Reagan again. Do you care to say at this time—when you discussed this with us, was there any pressure put on you to try to get you to alter that decision?

(No answer audible to the reporter.)

Mr. REAGAN. Just what does the clarification say?

(Answer not audible.)

Mr. REAGAN. A little louder, please. I missed some of that.

Mr. KNIGHT. The committee hereby directs that all participants in the Hollywood motion-picture studios should adhere to the provisions of the directive handed down on December 26, 1945.

Mr. SKELTON. Mr. Knight, this is Jim Skelton for the carpenters. Mr. Knight, I would like to ask you one question on your clarification of August 16, where you ruled that the erection work should be assemblage, and it was to be construed that all construction work was to come under the purview of the Brotherhood of Carpenters and Joiners of America. Was that your decision in clarification of your original directive?

Mr. KNIGHT. I have not a copy of that decision before me. If Mr. Birthright has it, let him answer.

Mr. BIRTHRIGHT. I only have it from memory, but I can recall that full jurisdiction was given to the United Brotherhood of Carpenters and Joiners of America, on all mills where carpenter work is done in connection with studios, all permanent construction, and all construction on exterior sets.

Mr. SKELTON. Mr. Knight and Mr. Birthright, in your clarification, you clarified the word "erection" to mean assemblage. Is that right?

Mr. BIRTHRIGHT. I have the clarification before me now, and I will read it to you.

"Instructions handed down by the executive council, December 26, 1945, Hollywood decision for United Brotherhood of Carpenters and Joiners, December 26, 1945, and we affirm the allegations submitted to President Green by Organizer Flannagan, according to carpenters local 946 of the United Brotherhood of Carpenters and Joiners of America, whereby the carpenters' jurisdiction has been * * *"

(Voice became inaudible to the reporter at this point.)

Mr. BIRTHRIGHT [continuing]:

"Therefore, your committee reiterates that the words of the decision set forth [inaudible] be adhered to by all parties concerned."

Did you get that?

Mr. SKELTON. Yes; that is not all of it, though. What about the point where you clarify the words "assemblage" and "erection"?

Mr. BIRTHRIGHT. The committee rules that the agreement entered into between the carpenters and machinists on February 5, 1925—known as the 1926 agreement—puts forth erection, consisting of work in the carpenter shop—

Mr. SKELTON. But the thing I want you to read is the part in your clarification where you clarified the word "erection" as meaning assembly.

Mr. KNIGHT. The committee's decision is set forth in section 1. Jurisdiction over the erection of sets was awarded to the IATSE, which specifically excluded mill work and trim work. That recognizes the rightful jurisdiction of the carpenters on all trim work and carpenter work in the studios; all work in carpenter shops, and all permanent construction and construction on exterior sets.

Mr. SKELTON. That you have read several times, and I appreciate it, but what I would like you to read is the directive where you clarify the word "erection."

Mr. SORRELL. Do you remember talking to me, Mr. Birthright, about the directive?

Mr. BIRTHRIGHT. I remember talking to you about the whole strike.

Mr. SORRELL. But in the clarification, now, what I want to know is—I have before me a letter signed by Felix Knight, W. C. Birthright, and W. C. Doherty.

Mr. KNIGHT. Not by me.

Mr. SORRELL. I am going to read a little more here.

"The word 'erection' is construed to mean assemblage of such sets on stages and locations. It is clearly understood that the committee recognizes the jurisdiction over construction work on sets that come within the purview of the United Brotherhood of Carpenters and Joiners of America's jurisdiction."

Mr. BIRTHRIGHT. That is the decision of 1926.

Mr. SORRELL. Now, I am going to clarify something here. I talked to you and President Doherty—and I was thinking President Knight was there, too—but do you remember when I asked you if you meant this, and you said you meant just what you wrote?

Mr. BIRTHRIGHT. I meant what I wrote.

Mr. SORRELL. Now I understand—I was given to understand that what you put down here was what you meant, and that you haven't changed anything, but you have just clarified what should have taken place in the first place. Now, if that is not right, we want to know it now.

Mr. BIRTHRIGHT. Well, Herb, the decision of August 1946 I just read you. What was handed down in 1945 I have before me in the record of the American Federation of Labor paper and I will read it.

Mr. TINSDALE. Is that erection, Mr. Birthright?

Mr. BIRTHRIGHT. Yes.

Mr. TINSDALE. Well, I would like to ask this: Is there a paragraph in that clarification that starts out, "Jurisdiction over the erection of sets on stages was awarded to the IATSE?"

Mr. BIRTHRIGHT. That is in what is known as the 1926 agreement. You have heard it?

Mr. TINSDALE. Oh, certainly. But I am asking—

Mr. BIRTHRIGHT. What is known as the 1926 agreement, you can read as well as I can. You have that.

Mr. SORRELL. The clarification goes with it; is that correct?

Mr. BIRTHRIGHT. I will read you—

Mr. TINSDALE. I mean the paragraph in the August 16, 1946, clarification, the memorandum which starts out, "Pursuant to instructions," it reads as follows:

"Pursuant to instructions handed down by the executive council at a special meeting August 16, 1946"—is there a paragraph in that memorandum which starts out, "Jurisdiction over the erection of sets on stages?" I wonder if you would read that as you have it before you, please.

Mr. BIRTHRIGHT. I will use the short term "carpenters" instead of the full name. Section 1, "All mill and trim work in sets on stages," is that what you want?

Mr. TINSDALE. No.

Mr. SORRELL. No; the clarification.

Mr. TINSDALE. The copy I have before me, of August 16, 1946, has a paragraph which starts as follows: "Jurisdiction of sets on stages was awarded to the IATSE." And further in the next sentence it says, "The word 'erection' is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the committee recognizes the jurisdiction over construction work on such sets as coming within the purview of the carpenters' juris-

diction." Is that wordage incorporated in the memorandum you have before you?

Mr. BIRTHRIGHT. The rightful jurisdiction of the United Brotherhood of Carpenters and Joiners shall include all carpenter work in construction of mills, all work in carpenter shops, all permanent construction, and all construction on external sets.

Mr. TINSDALE. But what I am inquiring into, Mr. Birthright, is this memorandum you have before you, does it have this language which I just read?

Mr. BIRTHRIGHT. Well, now, read it again.

Mr. TINSDALE. "Jurisdiction over sets on stages was awarded to the IATSE"—is that before you?

Mr. BIRTHRIGHT. Erection of sets on stages, except as provided in section 1; do you follow me?

Mr. TINSDALE. Yes; I follow you there.

Mr. BIRTHRIGHT. "Erecting all sets, exterior and interior; erection of platforms for lamp operators and cameramen on stages."

(Voice became inaudible to reporter.)

Mr. MURPHY. Mr. Birthright, this is George Murphy. I think that we are discussing a lot of things here. What we actually want to know—what we are trying to find out—is what exactly you meant in your directive. I just want to say, you meant your first directive to be the one that is final and binding; is that true?

Mr. BIRTHRIGHT. The directive I have handed down December 26, 1945, will serve.

Mr. REAGAN. This is Ronald Reagan again. I know it sounds like we are going around and around, but I think you know our problem, so I would like to repeat one thing, apropos of what George said. You did not intend the clarification in any way to alter the fact that your decision was based on the 1926 agreement, is that right?

Mr. BIRTHRIGHT. That is right.

Mr. REAGAN. You did not intend your clarification to change the fact that your decision was based on the 1926 agreement; is that right?

Mr. BIRTHRIGHT. Yes.

Mr. REAGAN. That is the basis for what you intended the decision on division of work to be?

Mr. BIRTHRIGHT. That's right.

Mr. REAGAN. Based on the 1926 agreement?

Mr. BIRTHRIGHT. That's right.

Mr. REAGAN. May I ask you this—maybe you won't want to answer it, but may I ask you this: Mr. Hutcheson said in Chicago that you gentlemen wrote two clarifications before he would accept one. He said in one clarification you mentioned the 1926 agreement and he wouldn't go for that; is that right?

Mr. BIRTHRIGHT. It is in the 1926 original terms.

(Voice became inaudible.)

Mr. REAGAN. Again I want to ask you one last thing, Mr. Knight and Mr. Birthright. You have been very patient and very nice—

Mr. SORRELL. Don't turn it off yet, we have more questions.

Mr. TINSDALE. I have some questions to ask, too.

Mr. REAGAN. I am not going to turn it off. I want to ask this one more question. You say he did not like the agreement from the first. Now, what I am trying to get at is, was there any word or was there any idea that your decision of December should be changed rather than clarified?

Mr. BIRTHRIGHT. No.

Mr. REAGAN. In other words, was there some misunderstanding of the meaning on the part of the carpenters; or did they want it changed because they knew what it meant and didn't like it?

Mr. BIRTHRIGHT. They didn't like it, of course. But they recognized the so-called 1926 agreement.

Mr. TINSDALE. Mr. Birthright, this is Tinsdale again. I am sorry to keep interrupting and coming back to the same item, but in this copy of August 16, 1946, memorandum, which we have received here, there is one paragraph which starts as follows: "Jurisdiction over erection of sets on stages was awarded to the IATSE." Is that paragraph in the memorandum you have before you?

Mr. BIRTHRIGHT. No. How does it read following that line?

Mr. TINSDALE. Well, Mr. Birthright, in this same memorandum you have this: "The word 'erection' is construed to mean assemblage of such sets on stages and locations."

Mr. BIRTHRIGHT. Well, we don't have that here.

Mr. TINSDALE. Your memorandum of August 16, 1946, does not read that way?

Mr. BIRTHRIGHT. No. Where did it come from?

Mr. SORRELL. If you want to hang on again, I will read the whole thing.

Mr. MURPHY. Mr. Birthright, I think the important thing is what you actually meant and not the language actually used. I think you have told us very plainly that you meant your first directive of December to be final and binding, and that any language in any clarification did not change the meaning of that. Is that true?

Mr. BIRTHRIGHT. That's right.

Mr. TINSDALE. There is no question about it, Mr. Birthright, but that this memorandum of August 16 directs the parties to comply, but at the same time in the purported copy of the August 16 memorandum which has been received here on the coast, it has the following language in it—and I want to say here that, contrary to Mr. Murphy, we are very much interested in the language of the actual memorandum, because it is only from the language that we have anything on which to act. Going back to the language which is in your purported copy of your August 16, 1946, memorandum, "The word 'erection' is construed to mean the assemblage of such sets on stages or locations. It is to be clearly understood that the committee recognizes that jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners' jurisdiction." Now, I don't think there has been any question in anyone's mind here that since January 26, 1946, the erection of sets—I say again "erection"—was the jurisdiction of the IATSE. But there has been a question as to the meaning of the term "erection," and we were given to understand in your memorandum of August 16, 1946, that you defined the term "erection" as follows: "To mean assemblage of such sets on stages or locations." And that there was a distinction between erection and construction, and that you define erection as meaning assemblage, and then you went on to say it was clearly understood that the committee recognizes jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners. The only question here is where construction stops, or what is erection and what is construction work. Is it generally understood that construction should be performed by carpenters, and erection—as you have defined it—to be assemblage—the work of the IATSE? Do I make myself clear?

Mr. BIRTHRIGHT. Yes. You make yourself clear, but I don't know where you got that.

Mr. TINSDALE. That language is all in your memorandum of August 16, 1946?

Mr. BIRTHRIGHT. No.

Mr. TINSDALE. Do you have a copy of the memorandum that was sent out here by Mr. Green's office?

Mr. BIRTHRIGHT. No.

Mr. TINSDALE. You don't have a copy of President Green's letter to Hutcheson?

Mr. BIRTHRIGHT. No; I read it over—what he said.

Mr. SKELTON. Brother Knight, this is Skelton of the carpenters. We would like to ask you one question. Did you clarify the directive on August 16 with another letter saying that you had? I want to know if the language is correct that he sent out.

Mr. BIRTHRIGHT. I have read you what we sent out.

Mr. SKELTON. I am referring to the clarification that referred to erection, meaning assemblage.

Mr. TINSDALE. Mr. Birthright, I am sorry to keep interrupting, but apparently there is a difference in the language of the memorandum which you have before you and the memoranda which we have.

Mr. BIRTHRIGHT. I have no memoranda. I have the full actual report.

Mr. TINSDALE. I see. You were aware that, subsequent to the August 16 action, President Green sent a letter to Mr. Knight, as I understand it, and to President Hutcheson and President Walsh, and to Eric Johnston, and accompanying that letter was a memorandum dated Chicago, Ill., August 16, 1946.

Mr. BIRTHRIGHT. August 16, 1946?

Mr. TINSDALE. Yes; over your purported signatures; and it is the language from that memorandum which we have been quoting to you and attempting to find out if it is in the memorandum before you, or if it is not before you.

Mr. BIRTHRIGHT. Not what you read.

(Voice became inaudible.)

Mr. TINSDALE. We have all been sitting here looking at two different items, the language of which is not identical. The language which I have read has come from the memorandum before us.

Mr. SORRELL. We are definitely concerned with the language of the memorandum which arrived in Hollywood, which caused all this furor.

Mr. BIRTHRIGHT. Who wrote it?

Mr. SORRELL. It came out of Green's office, is all I know.

Mr. KELLY. Brother Birthright, this is Brother Kelly.

Mr. BIRTHRIGHT. How are you, Brother Kelly?

Mr. KELLY. I am fine, Brother Birthright. I wonder if you can explain to me—because I am an amateur in these things—if you will clear up something I understood you to say in Chicago—

Mr. BIRTHRIGHT. I will if I can.

Mr. KELLY. Just explain to me if you can, do you mean by erection of sets for the IATSE, that any set built on a stage should be built and constructed by the IATSE?

Mr. BIRTHRIGHT. As the directive is understood; yes.

Mr. KELLY. In other words, any building on a stage outside of millwork and trim work, goes to the IATSE?

Mr. BIRTHRIGHT. Yes.

Mr. KELLY. In other words, any set that is built, erected, or constructed on a stage should be done by the IA—except trim and mill work—is that right?

Mr. BIRTHRIGHT. Yes. The directive said erection of sets on stages, except as provided in section 1, that all trim and mill work on set stages belongs to the carpenters.

Mr. KELLY. In other words, the clarification does not negate the fact that construction of sets on stages belongs to the IATSE, with the exception of trim and mill work?

Mr. BIRTHRIGHT. Sure. That is the committee's directive. Carpenters do all mill and trim work on sets on stages.

Mr. KELLY. But what I want to know definitely, and I think this is the crux of the situation—let's forget terminology a moment.

Mr. BIRTHRIGHT. Okay.

Mr. KELLY. If sets are going to be built and erected on a stage, who should do it?

Mr. BIRTHRIGHT. According to the directive, the IA.

Mr. KELLY. Outside of mill and trim work?

Mr. BIRTHRIGHT. Yes.

Mr. KELLY. Does that make it clear?

Mr. SORRELL. Well, I want to know about the wording wherein they say erection means assemblage.

Mr. ARNOLD. This is Eddie Arnold. Did you people write that directive with the words "erection and assemblage" in it for clarification?

Mr. BIRTHRIGHT. Well, I will tell you, Mr. Arnold. I don't find it here.

Mr. ARNOLD. You haven't it?

Mr. BIRTHRIGHT. No.

Mr. ARNOLD. In other words, you didn't write it?

Mr. BIRTHRIGHT. I don't find it. I will read the order of 1946, word for word and comma for comma.

Mr. ARNOLD. You read your directive written on August 16?

Mr. BIRTHRIGHT. Yes.

Mr. SORRELL. Then will you read for the record again your exact wording of August 16, 1946?

Mr. BIRTHRIGHT. This is dated August 16, 1946:

"Hollywood jurisdiction committee comes to the decision that the United Brotherhood of Carpenters and Joiners of America * * * as set forth in the committee's directive of December 26, 1945, * * * and we affirm this previous decision. The committee took cognizance of the allegations in the communications sent to President Green by Organizer Flannagan under date of August 9, 1946. According to the statements therein, carpenters' local No. 946 of the United Brotherhood of Carpenters and Joiners of America alleges that this violation continued on the carpenters' jurisdiction as set forth in the directive. Therefore your committee reiterates and emphasizes that the board's decision set forth in the directive shall be adhered to by all parties concerned. * * * The jurisdiction which was given to the United Brotherhood of Carpenters and Joiners of America and the IATSE on February 5, 1925—and known as the 1926 agreement—remains in full force and effect. Division of work by the United Brotherhood of Carpenters and Joiners of America, section 1: All trim and millwork

on sets and stages; all millwork and carpenter work connected with studios; all work in carpenter shops; all permanent construction; all construction on exterior sets. Division of work by the IATSE: Miniature sets; erection of sets on stages, except as provided in section 1; erecting all sets, exterior and interior; erecting of platforms for lamp operators and cameramen on stages."

It is not construed as interfering with or disrupting any jurisdiction otherwise granted the United Brotherhood of Carpenters and Joiners of America by the American Federation of Labor.

Under no circumstances is the decision intended to give jurisdiction for trim and millwork on sets and stages to anyone other than the United Brotherhood of Carpenters and Joiners of America. Jurisdiction over erection of sets and stages was awarded to the IATSE under the provisions of section 8, which specifically excluded trim and millwork on sets on stages. Sections 2 to 5, inclusive, recognize the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all millwork and carpenter work in connection with studios, all work in carpenter shops, all permanent construction, and all construction work on exterior sets. In view of the alleged violations, this committee hereby directs that all participants in the Hollywood motion-picture studios directly adhere to the directive handed down on December 26, 1945. Signed by the committee.

Mr. REAGAN. Mr. Birthright, I think maybe I had better tell you this, so that maybe you can understand why there is so much fuss out here. That was not the August 16 clarification that was sent here from Mr. Green's office of the A. F. of L. They did not send the thing you wrote. They sent another thing that they called your clarification.

Mr. BIRTHRIGHT. I tell you I have just read the clarification we wrote at the—Hotel in Chicago, Ill., from August 12 to 20, 1946.

Mr. REAGAN. I tell you this, Mr. Birthright, because you are entitled to know—that was never sent to Hollywood, and we have never read that. A different clarification was sent.

Personally, Mr. Birthright and Mr. Knight, I want to again say you have my utmost respect.

Mr. KNIGHT. If you people in the studio who know what this thing is all about would get together and settle your troubles and don't say anything to anybody outside of the studios, you will get along.

Mr. MURPHY. We surely appreciate your help. Thank you very much.

Mr. SORRELL. Mr. Birthright, that was you that read the communication, was it not?

Mr. BIRTHRIGHT. I read the committee report; yes.

Mr. SORRELL. Now, Mr. Knight, do you agree that that is right?

Mr. KNIGHT. Well, I haven't a copy of it before me.

Mr. SORRELL. You were there, weren't you, when it was written?

Mr. KNIGHT. I was there and participated in the writing.

Mr. SORRELL. That's right, and you feel that is the report that should have come out?

Mr. KNIGHT. Yes; hearing it read over the telephone, I couldn't discover any discrepancies.

Mr. SORRELL. All right. I just wanted that for the record, because I have got a job to do here, you know; and if you both are in accord that that is the report, we want to know it. Is that right, Mr. Knight and Mr. Birthright?

Mr. KNIGHT. Yes.

Mr. BIRTHRIGHT. Yes. That is the report that was reported in the executive council. I have read the entire thing.

Mr. KELLY. Brother Birthright, I hate to bother you again, but I understood you in Chicago to say if there is trim and millwork on a set constructed on a Hollywood sound stage, that set is to be the province and jurisdiction—the construction and erection of it belongs to the IA. Is that your conception?

Mr. BIRTHRIGHT. That is what the committee report says.

Mr. KELLY. That is all I wanted to know.

Mr. BIRTHRIGHT. That's it.

(There was a confusion of good-by's.)

Mr. McCANN. Mr. Chairman, this will now be reproduced in the record.

Mr. KEARNS. Before recessing for the noon hour, I want to make this statement: I would like to prevail upon a committee to be formed of the interested parties here in this jurisdictional situation, such as

labor and industry, press and the actors guild, probably, to prevail upon the proper authorities to get a larger hearing room.

This thing will grow, I imagine, from day to day. Otherwise, it is going to be necessary for me to limit the number of people I can have in this room, because we just can't take it here. I mean, I don't think it is fair.

This is a situation where all the populace of Los Angeles and Hollywood are interested, and if we must continue under these conditions, our efficiency is going to be very greatly impaired.

I would suggest that this committee prevail upon the postmaster who, I understand, in every community, has charge over the Federal building, and make provisions for a larger hearing room. Either that or I will have to limit the number of people who can attend the hearing.

We stand recessed until 2 p. m.

(At 11:55 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order. Mr. Counsel you will proceed.

Mr. McCANN. Mr. Chairman, at this time I believe there is a record of some testimony that was taken in this connection which I should like to have received and marked as a reference exhibit.

We have here a stenographic record of the proceedings of the Screen Actors Guild at a meeting on October 24, the day before the conversation with the committee on arbitration, and a meeting of the Screen Actors Guild on October 26, 1946, the day after the conversation, and we will ask that these four volumes be marked as reference exhibits.

(The volumes referred to were marked "Exhibits 11-A, 11-B, 11-C, and 11-D," respectively, and will be found in the files of the committee.)

TESTIMONY OF RONALD REAGAN AND EDWARD ARNOLD—Continued

Mr. McCANN. I understand, Mr. Reagan, that Mr. Murphy and others testified at these meetings, did they not?

Mr. REAGAN. Yes.

Mr. McCANN. So we will find some of the testimony of some of the other actors who were not present in this record?

Mr. REAGAN. Yes.

Mr. KEARNS. No objection.

Mr. McCANN. Mr. Chairman, it is the thought here that we should try to expedite things a bit and keep the same subject matter under discussion for a while rather than wandering into another field by having the actors-guild witnesses here, and when we are finished, I understand that Father Dunn had a conversation in Chicago with some of them, and we want to call him, and following that we will call the three men who acted as arbiters in this matter and let them take the stand while these men are present so we can put them back on the stand if there is any rebuttal.

Proceed, Mr. Reagan.

Mr. REAGAN. Before lunch we had just finished with the reading of the transcript of the phone call. There was one point in the phone call, if you will recall, the question I asked of Mr. Birthright that was not answered. That question was, I told him that Mr. Hutcheson in Chicago had told us there was more than one clarification written, and I asked him if this was true, and there was no answer on that.

I would like to add now that Mr. Hutcheson did not tell us that, we inferred that. We inferred it because in discussing the three arbitrators, Mr. Hutcheson said to us, when they first wrote a clarification, they again in August referred to the 1926 agreement, and he said, "I would not stand for them mentioning that again in the clarification. We simply asked them if they could go ahead and write another clarification." And that is what I was asking him about in that phone conversation.

Following the phone conversation, those of us who had been on the phone stayed there in the room and, of course, there had been two things that we thought had come out in the phone call—first, the question had been answered as it was repeatedly put to him by Gene Kelly and as was heard at the end, in regard to what did they mean and did they intend in regard to jurisdiction; and the second thing that dropped unknowing among us was when that became evident that they did not have the same clarification that had been received here, that there was a difference in the one we got and the one they thought they had written or said they had written, and what was received here and purported to be their clarification. We debated that for quite some time to find out as to what was the best procedure—what we should do from there.

It was finally decided that we would have a meeting with the same group at the Knickerbocker Hotel, namely, representatives of all the 43 unions, a meeting on October 26, at which time we would report this phone call to them.

However, on the next morning, the morning of the 26th, after this meeting had been called, a telegram was received at the offices of the Screen Actors Guild addressed to George Murphy. He had at one time been president and had been a member of this labor committee, and was a member of the board, so we didn't have any hesitation in opening this telegram, and it was from Mr. Birthright in Indianapolis, and that telegram was considered by us as a correction of the previous afternoon's telephone call.

Mr. McCANN. That telegram has been received in evidence and I believe I read to you the other evening and compared the copy furnished by Mr. Sorrell with the original that you had in your possession, and you said that copy was correct.

Mr. REAGAN. Yes, sir.

Mr. McCANN. Now then, will you tell me this, Mr. Reagan; before we proceed further, can you tell me whether or not you know that we have received in evidence not only the clarification, but the clarification that came from Green? In other words, have we in the evidence both of those clarifications to which you have referred? Do you know about that point?

Mr. REAGAN. Well, the one that came from Green is the original August directive which was received here. The only other evidence

we have of another clarification is in the transcription of the telephone call.

Mr. McCANN. Very well. That straightens that out.

And that was, as I understand it, interrupted by the court reporter—didn't get all of it, if you will remember—part of it he lost?

Mr. REAGAN. That is right.

Mr. McCANN. I was just a little concerned as to whether there was one other document here which was essential to the picture. Proceed, Mr. Reagan.

Mr. REAGAN. Following the receipt of this telegram, we immediately wanted to get in contact with Mr. Birthright or Mr. Knight, and get some explanations of this correction, this telegram which had come apparently correcting the conversation of the previous afternoon, and Eddie Arnold made that telephone call and talked with Mr. Birthright.

I think he could tell you about that conversation better than I could.

Mr. McCANN. All right, Mr. Arnold, let's hear from you.

Mr. ARNOLD. Well, I was impressed when we got the wire—naturally, all of us were—and I tried to contact Mr. Birthright, but he was out of town. Then I got hold of Mr. Knight. I don't remember what the conversation was, but I think it is in evidence there, and I would like to refresh my memory, if I may.

Mr. McCANN. You say it is in evidence?

Mr. ARNOLD. I don't know. I think it is in one of the volumes.

Mr. McCANN. Would you mind passing that to him?

Mr. ARNOLD. For the October 26 meeting. May I read it?

Mr. McCANN. Yes. I think now you are refreshing your recollection from your report made at a meeting of all of the unions the day following the conversation that was had with Mr.—

Mr. ARNOLD. The telephone conversation I had with Mr. Knight.

Mr. McCANN. Fine; proceed.

Mr. ARNOLD. It is right in here now. This is my report after the telegram was read to the meeting:

Mr. ARNOLD. I don't think it matters one way or another. Now then, I was a little confused there, I was alone in the office, so I took it upon myself to get Brother Birthright on the phone and I telephoned him at Indianapolis. Word came back he was out of town, and nobody there knew where he could be reached, and so therefore we were confused. I happened to get hold of Knight at Kansas City and asked him if it was cool out there and exchanged a few pleasantries to get him in a good humor to get hold of myself, then—

Can I use the word "hell" here?

to find out what the hell I was going to say to him, Knight, so I told him about that telegram and I told him what was in it, and I said, "Do you know about it?"

He said, "No."

I said, "Didn't you know that Mr. Birthright sent this telegram?"

He said, "No; I don't know what the other fellow did."

I said, "Will you listen to this just a minute; this is the thing that we didn't hear about yesterday, and we are trying to find out now where it came from," and I read to him "erection and assemblage upon stages," and I said, "Did you hear anything like that?"

Well, he said, "Yes, I think we did do something like that, I am not sure."

Well, I said, "Let us read that once more to you and tell me this, does this in any way change your original decision and your original definition of the decision?"

He said, "No, it does not."

So that was the end of that. That is all I have to report there.

Mr. McCANN. That is all. Then proceed now, Mr. Reagan.

Mr. REAGAN. At the October 26 meeting, with all of us representatives there, you will recall, and before the telephone conversation—before the group call—Mr. Sorrell in the October 24 meeting had said if the board of arbitration would say over the telephone to all of us together what they had said then in Chicago, he would accept that and thereby accept the December directive.

Now, on the basis of that telegram in the October 26 meeting, Mr. Sorrell's group explained that this wire had furnished another completely different picture and that they therefore were not bound by that statement and they did not have to accept the December arbitration award.

From that it appeared that this wire had thrown the entire problem right back to where it was, in complete confusion as to who got set erection and who didn't.

He was determined to insist, regardless of whether someone else had sent a clarification here, that was not what they had written—they had made it perfectly plain by his entire conversation. He said repeatedly in the entire conversation that he intended to keep the set erection right where it belonged, with the IATSE, and he therefore felt that the arbitration award had been settled and should be accepted, and we were there until almost midnight arguing back and forth on this position.

At approximately midnight Roy Tindall of the electricians asked that his group have an opportunity to attend a caucus. We recessed for 10 minutes and they held the caucus. At the end of 10 minutes they came back and said that they approved that December 1945 arbitration agreement, that they would make that arbitration agreement for the people that worked then in the studios, and that the only thing that remained now was to put the men back to work and put the arbitration machinery in so that any arguments that came up over the interpretation of that ruling could be clarified; for example, if some work is to be done on the stage and an argument comes up as to whether this constitutes set erection work to be done by the IA or the carpenters.

It was further discussed, and some methods were discussed, and it was decided that the following day a committee of the Conference of Studio Unions, a committee from the IA, and a committee from the Screen Actors Guild would meet at the Screen Actors Guild, and we would start formulating a permanent arbitration machinery which would then go on to take care of any future disputes in the business here, but that the December arbitration award was accepted. And I think you then said you wanted an interruption in order to get Mr. Keenan here, who had been selected unanimously as the permanent arbiter to be hired by the union.

I think we discussed a salary that we were going to pay him to be the permanent czar in the industry. Those meetings went on until the eventual break-down of those negotiations, and that break-down occurred when the carpenters again repudiated the December arbitration award and the Conference of Studio Unions backed them up in saying that it did not intend to abide by the December arbitration

award. Mr. Keenan went back to Chicago, and the machinery with regard to the Chicago meeting came to an end.

Mr. McCANN. Gentlemen, if you will stand aside, we will call Father Dunne.

Mr. KEARNS. Do you swear that the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Father DUNNE. I do.

TESTIMONY OF GEORGE H. DUNNE, PRIEST, LOYOLA UNIVERSITY, LOS ANGELES, CALIF.

Mr. McCANN. Will you state your full name, please?

Father DUNNE. Father George H. Dunne.

Mr. McCANN. Where do you reside?

Father DUNNE. At Loyola University, Los Angeles, Calif.

Mr. McCANN. What position do you occupy at the Loyola University?

Father DUNNE. I am professor of political science.

Mr. McCANN. How long have you held that position?

Father DUNNE. At Loyola University for 2 years. Prior to that at the St. Louis University.

Mr. McCANN. Were you here before you went to the St. Louis University?

Father DUNNE. Yes.

Mr. McCANN. How long were you here before going to the St. Louis University?

Father DUNNE. From 1912 to 1926, and I was back here off and on between the period from 1936 until I returned here a couple of years ago.

Mr. McCANN. I understand that you have a full and complete statement that you want to make later, but at this time, Father Dunne, will you give us just the record of your conferences with members of the arbitration committee and tell us what you said and what they said?

Father DUNNE. Yes. I had a conversation with only one member of the committee, Mr. Birthright, and that conversation was in Indianapolis within the last 4 weeks. It was about a month ago, I think. I don't recall the exact date. Before I tell you about the conversation, Mr. McCann, I wonder if I could make one or two statements in order to clarify what I think is the issue here.

Mr. McCANN. I would rather you wouldn't. Let's confine it to your conversation. Let's get the clarification of the issues later.

Father DUNNE. I went to Indianapolis for the purpose of seeing Mr. Hutcheson, and while there I recalled that Mr. Birthright was in Indianapolis, so I went to see Mr. Birthright. At the very outset of our conversation, before I had committed myself in any way with regard to my views on the Hollywood labor situation, I told Mr. Birthright that I had come back East to try to do something to bring about a settlement of the Hollywood labor dispute, and Mr. Birthright told me that I was a very brave man.

I then asked him how he had come, he and his colleagues, to write the famous directive, and what he meant by it, and these are almost his exact words. I made a specific effort to recall them.

He said: "This is how we wrote the December decision: We went out to Hollywood and made a thorough investigation, at least as thorough an investigation as the time allotted to us permitted. We were given 30 days to make the decision. Within the limits of that time we investigated that situation. We looked into the history of that situation. We wrote the decision on the basis of that history; that is, on the history of the labor unions involved."

"The exact phrasing of my question to Mr. Birthright was: "What did the committee mean by the December directive?"

Mr. Birthright's statement to me makes it perfectly clear what the committee meant by the December directive. He and his colleagues meant that that the building of sets belonged to the carpenters, the painting of sets belonged to the painters, the putting up and taking down of sets belonged to the IATSE.

What has confused the question is the fact that Mr. Birthright—and I assume the same can be said for his colleagues—has evidently never understood the precise nature of the dispute that arose out here over his jurisdictional award. This was evident in my talk with him.

After having explained the meaning of the December directive in a fashion that fully substantiated the claims of the carpenters and invalidated the claims of the IATSE, he immediately went on to complain about the carpenters as though they were responsible for the trouble.

"We wrote the decision on the basis of that history. We looked into the history of these unions and wrote our decision upon the basis of it," he had said.

"Now, historically, what was the IATSE?" That was the exact phrasing of Birthright's question. He said, "It was a stagehands' union. In the days before the motion picture, shows traveled from city to city, the scenery traveled with the show. It was taken off the train, transported to the theater, and handed over to the stagehands. The stagehands didn't build that scenery; they didn't paint the scenery. Carpenters built it; painters painted it. The stagehands simply took it, already built and painted, and put it up in the theater. And when the show was over, they took it down again."

"Now, when the motion pictures come along, the job of the stagehands remained essentially the same. Carpenters built the scenery. Painters painted it. Stagehands put it up and took it down. It was upon this basis that we wrote our December award," Mr. Birthright said.

I should like Mr. Birthright, if he is here, to state whether or not that is a correct version of what he told me within the past 4 weeks.

Now, let me go on from there.

After having made this statement—and I want to say, in my opinion, this is what has confused the question as far as Mr. Birthright is concerned. I think the remarks he made after that indicated that Mr. Birthright has never been correctly informed as to the precise nature of the dispute that has arisen over this December award, al-

though I realize this seems to contradict some of the testimony introduced by Mr. Reagan and his associates this morning, because the December directive was written upon the historical assumption that the work of the IATSE stagehands' union was not to build the scenery or to paint it but simply to put it up and take it down.

Immediately Mr. Birthright went on to say: "Now, that doesn't mean that if the stagehands, in putting up scenery, have to drive a nail here or there to hold it together, that makes it carpenter work. But that's the trouble with these building trades. If a nail has to be driven, they claim it's carpenter work."

I said to Mr. Birthright: "But that's not what the dispute is about out there, Mr. Birthright. The carpenters have not objected to the driving of a nail here and there to hold scenery together. They allege that the IATSE is actually constructing scenery on the stages—building it."

And Mr. Birthright's reply was: "Nobody has ever told me that."

That was the extent of my conversation with Mr. Birthright on that particular issue. We went on and discussed other things, but that was the crucial testimony.

Mr. McCANN. Thank you very much.

Mr. PADWAY. My name is Joseph A. Padway, general counsel for the American Federation of Labor. I should like to ask Father Dunne under whose auspices he has appeared or did appear at Indianapolis, who paid his expenses and how he got there, so that we will know what his interest or motive may have been in eliciting the information that has been given here.

Mr. KEARNS. For your information, Mr. Padway, we have had a procedure here. I know this is your first appearance here today and we have a procedure here that if there are any questions you want to ask, if you will write them out and pass them to counsel, the question will be asked the witness. That has been the system we have been following during the hearing. So we will be glad to ask the witness any questions, if you will write them out and pass them to counsel.

Mr. PADWAY. That will have to wait.

Father DUNNE. I shall be glad to answer the question.

Mr. McCANN. That will have to wait until later. Do not answer it at this time.

Mr. PADWAY. I will abide by the rules you have laid down, but it involves so much trouble and effort that I am not prepared to do it on a hot day like this, so that I will have to withdraw the request at this particular time.

Mr. McCANN. May we excuse the witness at this time?

Mr. KEARNS. Yes.

Mr. McCANN. Mr. Chairman, if the three witnesses will please step forward and be sworn—Mr. Birthright, Mr. Knight, and Mr. Doherty.

Mr. KEARNS. Do you solemnly swear that the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. KNIGHT. I do.

Mr. BIRTHRIGHT. I do.

Mr. DOHERTY. I do.

**TESTIMONY OF FELIX H. KNIGHT, WILLIAM C. BIRTHRIGHT, AND
WILLIAM C. DOHERTY, VICE PRESIDENTS, AMERICAN FEDERA-
TION OF LABOR**

Mr. McCANN. We will start first with the chairman of the committee. Who is the chairman of the committee?

Mr. KNIGHT. I am. Mr. Chairman, before I testify I should like to make a request that I think will expedite the handling of this case and the testimony of these witnesses. Mr. Doherty has been secretary of this committee since its appointment, October 25, 1945. As secretary he has done all of the writing of such records as he was able to bring from the American Federation of Labor to present to the committee and he is familiar with all of them and therefore the committee would appreciate it if it would be possible to have Mr. Doherty testify first.

Mr. McCANN. Now, Mr. Knight, I think it would be an excellent idea, perhaps, to examine Mr. Doherty, but first of all we should like to examine the members of the committee, and we will examine Mr. Doherty in connection with any matter in which you are in doubt. You understand, in this matter, which is of such great importance to this community, that you three gentlemen were entrusted with a grave responsibility and you three alone were the ones who performed it. Now we shall be delighted to have Mr. Doherty assist you in the procuring of any documents you need or in contributing in any way that he can in the way of assistance.

Mr. KNIGHT. Mr. Doherty is a member of the committee and has those records and is more familiar with them than anyone else.

Mr. McCANN. I see. There is no reason why Mr. Doherty shouldn't be the first witness to testify, then.

Mr. KEARNS. Very well. Take the chair, Mr. Doherty.

Mr. McCANN. Will you please state your full name and your residence?

Mr. DOHERTY. My name is William C. Doherty. I am vice president of the American Federation of Labor and president of the National Association of Letter Carriers, an organization of some 76,000 members, which I believe to be the largest voluntary trade-union in this or any other country. I reside in Washington, D. C.

Mr. McCANN. What is your telephone number at your office there, sir?

Mr. DOHERTY. Executive 4696.

Mr. McCANN. How long have you been president of the letter carriers?

Mr. DOHERTY. Since October 1941.

Mr. McCANN. When were you appointed as a member of the arbitration committee to decide the issues between the Conference of Studio Unions and the IATSE?

Mr. DOHERTY. Mr. Chairman, in answer to counsel's interrogation, I should inform him and the others involved in this dispute that there never has been a board of arbitration appointed.

Mr. McCANN. Will you please state what you were doing and how you came to—

Mr. DOHERTY. The exact date is somewhere between October 15 and October 24, 1945, at which time the executive council of the American Federation of Labor appointed a committee of three vice presidents to do certain specific functions here in Hollywood in connection with the Hollywood jurisdictional dispute. The committee was appointed in keeping with an agreement which had been reached in the city of Cincinnati, Ohio, at that executive council meeting, and we proceeded to Hollywood shortly thereafter.

I should like, if I may, Mr. Chairman, to give a complete narration of the history of this case insofar as the committee is concerned, setting forth the dates relative to our appointment, the dates relative to our work, and eventually move into the phase of clarification and interpretation, if that meets with the pleasure of counsel and the chairman of this committee.

Mr. KEARNS. I see no objection.

Mr. McCANN. I should be delighted to have that, but first of all I should like to have you read your authorization from the executive committee and state what it says, so we will have it in the record.

Mr. DOHERTY. Well, Mr. Chairman, before we do that, I request that we be permitted to make an official statement in behalf of the committee which bears on our activity, and I think, Mr. Chairman, it is very important—in fact, imperative—that we make this statement at this time.

Mr. McCANN. I have asked a very simple question. These men appear before us as witnesses before a congressional committee because of a position which they held as a committee—no matter what you want to call them—of the American Federation of Labor. Now I am certainly not trying to be arbitrary or unreasonable in asking that first of all before you give us your narrative—and we will let you talk at length when you do so—we should like to have the original document, showing the language of authority that was given you to undertake this work, and I insist upon that.

Mr. DOHERTY. Mr. Chairman, we are here to give you full and complete cooperation to the subcommittee of the House Committee on Education and Labor. The authority for coming here is contained in the agreement which was reached at the executive council meeting of the American Federation of Labor at Cincinnati, Ohio, during October 1945. That agreement reads as follows:

1. The council directs that the Hollywood strike be terminated immediately.
2. That all employees return to work immediately.
3. That for a period of 30 days the international unions affected make every attempt to settle the jurisdictional questions involved in the dispute.
4. That after the expiration of 30 days, a committee of three members of the executive council of the American Federation of Labor investigate and determine within 30 days all jurisdictional questions still involved.
5. That all parties concerned—the International Alliance of Theatrical Stage Employees and Motion Picture Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steamfitters of the United States and Canada, the International Brotherhood of Paper Hangers and Decorators of America, the International Brotherhood of Mechanical Workers of America, and the Building Service Employees International Union—accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

Mr. Chairman, I submit that the words contained in that agreement are the authority for the committee to have come here to Hollywood

and investigate the situation as it existed and also to have handed down a directive under the date of December 26, 1945.

Mr. McCANN. Just a moment, please. Was that executed by those organizations to which you referred, sir—that paper—

Mr. DOHERTY. All seven unions involved.

Mr. McCANN. Did they sign that?

Mr. DOHERTY. I cannot say that. They were parties to the agreement. I assume they signed it.

Mr. McCANN. I am only trying to get at this—I think that document is in the record—but I want to find out whether these unions that authorized your efforts here or whatever you call it—did they execute an agreement with the American Federation of Labor?

Mr. DOHERTY. I am reasonably certain, Mr. Chairman, that all of the unions involved signed that agreement. However, whether it is written—or rather, whether it is signed or not—is beside the point. The big thing is that all of the representatives of those unions were in Cincinnati, Ohio, at the time, as was Mr. Eric Johnston and Mr. Donald Nelson, and the situation out here had become so acute and chaotic that it became incumbent upon the executive council of the American Federation of Labor to take specific action, and the agreement was agreed to by all parties. As to whether it was signed or not, I am not sure. The records will be found in the American Federation of Labor office in Washington, D. C.

Mr. McCANN. That is all, sir, and I want, Mr. Chairman, for the witness to proceed, now that we have had this authorization clarified, with his statement, and give him a chance to make that statement without interruption.

Mr. DOHERTY. Thank you. Now, Mr. Chairman, in behalf of Chairman Felix Knight, my colleague, Mr. William C. Birthright, and myself, I desire to make the following statement. Before so doing, I want to make it clear to counsel and to the distinguished chairman of this subcommittee that the chairman of our American Federation of Labor committee has recently undergone several major operations, and for that reason alone he has asked me to give the record and the happenings as they occurred insofar as our committee is concerned.

Our attention has been called to a "smear" article which appears in the August 15, 1947, edition of the New York Times. Since the New York Times is one of the world's most reputable newspapers, it is reasonable to assume that Congressman Carroll D. Kearns, chairman of the subcommittee, House Committee on Education and Labor, which is currently investigating the Hollywood jurisdictional dispute, has been correctly quoted. The article in question reads as follows:

WITNESSES BALK OVER FILM INQUIRY

KEARNS, COMMITTEE CHAIRMAN, SAYS HIGH AFL OFFICIALS SEEK TO AVOID TALKING

(By Gladwin Hill)

[Special to New York Times]

Los ANGELES, Aug. 14.—Representative Carroll Kearns, chairman of the House Labor Subcommittee investigating the 10-month American Federation of Labor jurisdictional strike in Hollywood, asserted today that high-ranking AFL officials were trying to get out of testifying at hearings here, but that their efforts would prove futile.

"I am perturbed," said Mr. Kearns, a Pennsylvania Republican, "over the number of people served with subpoenas who are trying to get out of testifying."

He reported that Representative Fred A. Hartley, Jr., New Jersey Republican and chairman of the full House committee, had telephoned him this morning from St. Louis, "where they're even following him on the road to try to get out of testifying."

Mr. Kearns said Mr. Hartley had been approached by W. C. Doherty, eleventh vice president of the AFL and head of the letter carriers' unions.

A few minutes after Mr. Hartley's call, a call came to the subcommittee's headquarters here from Felix H. Knight, ninth vice president of the AFL and head of the railway carmen's union, in Kansas City, also asking to be excused. In each case the appeal was rejected.

The two men, along with W. C. Birthright, president of the barber's union, comprise a special AFL committee which in December 1945 was instructed to settle a jurisdictional feud in Hollywood.

They handed down an ambiguous ruling undertaking to allocate disputed movie-set construction work between the AFL International Brotherhood of Carpenters and the AFL International Alliance of Theatrical Stage Employees. The ruling, and several subsequent conflicting interpretations of it, are elements in the current strike of several thousand carpenters and sympathizing craft-union members in the movie studios. Hence testimony of the so-called three wise men is considered essential. Mr. Kearns said appellants from the subpoenas had cited ill health and other excuses; but, he added, he thought their real reason was simply an unwillingness to talk.

"In my opinion, and I think in the opinion of Congress," he said, "when citizens' services are needed in an investigation like this, no one is too big to answer the call."

One prospective witness not yet located is William L. Hutcheson, first vice president of the AFL and head of the carpenters' union, which is leading the strike. His subpoena, originally returned with the report that Mr. Hutcheson was not at his headquarters but "on vacation in Wisconsin," was sent back for service there, but nothing further has been heard of it.

Mr. Kearns said that if necessary he would ask the Federal Bureau of Investigation to take a hand in locating witnesses. Over 100 subpoenas have been issued and a number of witnesses have appeared on informal request.

Irving McCann, subcommittee counsel, stated for the record today that no favoritism would be exercised and that, if it was deemed necessary, Nicholas Schenck of New York, president of Loew's, Inc., largest of the movie concerns, would be called.

The members of the special committee of three A. F. of L. vice presidents resent the implications contained in the above-quoted article with all of the emphasis at their command. Further, we vigorously and unequivocally deny the allegations in this unwarranted and unjustified attack which is in keeping with present-day smear campaigns. On the strength of these rash statements, which if correctly quoted are untrue, both Chairman Kearns and General Counsel McCann should correct these false implications.

At no time did the members of the A. F. of L. special committee know that their services were desired in connection with the current investigation. They had had no knowledge whatsoever, by word of mouth or otherwise, that the subcommittee sought testimony until served with subpoenas on Wednesday, August 13, 1947.

Immediately upon receipt of said subpoena, Vice President Doherty telephoned the Committee on Education and Labor, House of Representatives, from his office in Washington. He promptly proffered his services in any capacity and pledged his full and complete cooperation. He explained to the committee staff that his appointments were such that he found it necessary to respectfully request a brief postponement. Having previous knowledge that Vice President Birthright was similarly occupied during the week commencing August 17, Vice President Doherty so informed the staff of the House Education and Labor

Committee. His modest request was so preeminently just that the committee staff immediately forwarded the following telegram to the subcommittee:

WASHINGTON, D. C., August 13, 1947.

Hon. CARROLL D. KEARNS,

Room 324, Post Office and Courthouse Building,

Los Angeles, Calif.:—

W. C. Doherty, served subpoena today, now requests opportunity to appear before your committee in Washington. Speaking engagements and convention plans will be disrupted if he and William C. Birthright, of Indianapolis, must appear in Los Angeles. He offers to bring Birthright and Felix Knight to Washington for full cooperation at some September date. Please wire answer to committee.

W. MANLY SHEPPARD,

Clerk, Education and Labor Committee.

Despite the A. F. of L. committee's unqualified pledge of full cooperation, the following telegraphic reply was received in Washington:

LOS ANGELES, CALIF., August 13, 1947.

W. MANLY SHEPPARD,

Clerk, Education and Labor Committee,

House of Representatives, Washington, D. C.:—

The request of W. C. Doherty is denied by order of Chairman Kearns.

IRVING G. McCANN,

General Counsel.

At no time did Vice Presidents Doherty or Birthright "try to get out of testifying," as Chairman Kearns alleges in his statement to the New York Times.

Mr. McCANN. Now, Mr. Chairman—

Mr. DOHERTY. May I complete my statement, Mr. Counsel?

Mr. KEARNS. I rule that this witness, Mr. Doherty, has the right to complete this statement. I can take the statement sitting down or standing up—either one.

Mr. DOHERTY. I thank you, Mr. Chairman, for your fair play.

Mr. McCANN. I would just like to say this, Mr. Chairman: It occurs to me that we are having a record made here which is unduly long on a matter which does not contribute to the solution of the problem which we are here on, that you are spending a lot of our time, and we have no objection to what you have said—we have not interrupted your statement with respect to the chairman or to me—but Mr. Chairman, I regret to say I think it is unwise to clutter up the record with such a long personal explanation. It could all have been said in one word, "We have not tried to evade service and we are here ready to answer any questions."

But instead of that we are listening to a treatise in which a long article from the New York Times is quoted, and you are still continuing not to deal once with the subject involved, but to make an attack upon the chairman and on this counsel.

Mr. Chairman, as far as I am concerned, I believe this is a matter over which you can spend the afternoon listening to this, if you want to do that, but we are not getting to the meat of the coconut at all, and we do want to get down to the problem of what did they do about the job that we came to Los Angeles to investigate, and that is what we wanted to hear from the committee, and that is what I thought I was giving you an opportunity to make a statement on—what that committee did with the assignment which they received, but instead of

that we have listened now for all this time to an attack on the chairman and myself.

Mr. Chairman, if you rule so, I will be very happy to let him have his say.

Mr. KEARNS. Mr. Counsel, I appreciate your words and all that, but I do feel that this gentleman should give his statement, and, after all, there may be many misunderstandings of telegrams and telephone calls, and I believe Mr. Doherty and his colleagues here would feel much better if they could get everything off their chest.

Mr. McCANN. Let him proceed.

Mr. DOHERTY. Thank you again, Mr. Chairman, for your fair play. I have not heard counsel deny any of the allegations that have been included in this statement up until now.

Mr. McCANN. You haven't heard me deny any? I saw no necessity to deny them.

Mr. DOHERTY. At no time did Vice Presidents Doherty or Birthright "try to get out of testifying," as Chairman Kearns alleges in his statement to the New York Times. Moreover, neither Doherty, Knight, nor Birthright contacted Congressman Hartley at St. Louis or any other place, Congressman Kearns' statement to the contrary notwithstanding. If Congressman Kearns has been correctly quoted in the New York Times article, the statement then reflects upon the character and integrity of the AFL committee, which it resents.

Vice President Knight is under the care of a physician and for that reason, and only that reason, requested to be excused. He has recently undergone major operations.

With no regard whatsoever for Vice President Knight's health or physical well-being, Congressman Kearns arbitrarily refused AFL Committee Chairman Knight's request.

It is a well-known and established fact that all of the papers in connection with the report of the AFL committee were on file at AFL headquarters in Washington. The first session of the Eightieth Congress convened in Washington on January 3, 1947, and adjourned on July 26, 1947. At no time during that period did any member of the House Committee on Education and Labor, or its subcommittee, ask to review the papers. Most certainly all of the available AFL committee data would have been turned over upon request and without the necessity of subpoena. Additionally, the three AFL vice presidents involved in the committee work would have willingly appeared to give testimony in Washington and thereby eliminate this costly junket to Los Angeles at Government expense.

The New York Times article further quotes Congressman Kearns as having said, "if it was necessary he would ask the Federal Bureau of Investigation to take a hand in locating witnesses," and that "over 100 subpoenas have been issued and a number of witnesses appeared on informal request."

The AFL committee wishes to make it crystal clear that they would have gladly appeared on "informal request." It is entirely possible that a number of the 100 persons thus far issued subpoenas are reluctant to be subjected to these unjust smear attacks as demonstrated in the New York Times article of August 15.

The AFL committee takes the liberty to suggest to the Federal Bureau of Investigation that they thoroughly explore the wanton

issuance of subpoenas and the reckless spending of the taxpayers' money in connection therewith.

Because of the many factors herein described, the AFL committee makes the definite declaration that a considerable amount of Government money could have been saved through the simple expedient of having obtained all pertinent data in Washington during the time Congress was in session. Such action would have been more in keeping with the so-called economy program of the present Congress.

We reiterate that the Education and Labor Committee of the House of Representatives, or any other congressional committee, will have our full and complete cooperation as stated in the telegram to Congressman Kearns, either with or without subpoena.

Our only request is that the rule of common decency be applied by giving all honorable citizens whose services are required at least 1 week's advance notice of any proposed hearing or investigation. Such action would be more in keeping with the dignity of Congress and in absolute conformance with American ideals and traditions.

Now, Mr. Chairman, if it please the committee, I would like to proceed with a complete narration of the events as they affect the work of the special committee appointed by the A. F. of L. executive council.

Mr. KEARNS. No objection, Mr. Doherty.

Mr. DOHERTY. I have previously told our authority for having conducted this investigation of the jurisdictional dispute, which had been going on for quite some time in Hollywood, and I think it incumbent upon the committee to make it clear to your committee, Mr. Chairman, that the current difficulty at Hollywood is not something new, as has been alleged evidently by previously witnesses.

As a matter of fact, this agreement was reached only after a long and hard situation that had been in existence here in Hollywood for quite some time, one wherein city authorities, State authorities, union officials, striking people, and everyone was involved. I think it was that factor alone that motivated the leaders of the unions, along with Eric Johnston and Donald Nelson, to come to Cincinnati during October 1945.

The agreement was reached and, I think, accepted by all parties involved in good faith. It was looked upon as a possible medium of correcting the situation that prevailed at that time. Neither Chairman Knight, nor Vice President Birthright, nor myself sought appointment to this committee. As a matter of fact, we would have welcomed the opportunity to be relieved from such an arduous assignment because we all had responsibilities in our own right.

We at that time, or at least Felix Knight was president of the railway carmen's union at that time, and Brother Birthright and myself are still presidents of our respective international unions.

The agreement, Mr. Chairman and counsel, was such that there was a time limit placed upon it. It definitely stated that for a period of 30 days the international unions affected make every attempt to settle the jurisdictional questions involved in the dispute. At the end of that 30-day period our committee learned that very little headway had been made—I am referring to the 30 days after this agreement had been negotiated at Cincinnati, Ohio, in November of 1945—very little headway had been made. Consequently the committee then decided to move on to Hollywood for the express purpose of making

a genuine effort to try and find ways and means of solving what seemed to be an insoluble problem.

We held extended hearings after our arrival here in Hollywood, and I have those records with me, Mr. Chairman, of all the testimony that was taken. Although the subpoena which I have in my pocket, and which the other members of the committee have in their pockets, did not subpoena the records, we brought them along voluntarily in an honest and sincere desire to be helpful to you and the members of your committee.

Mr. McCANN. Mr. Chairman. I move that the records be received in evidence as a reference exhibit and that upon the completion of the committee's work they be returned to the secretary of the committee.

Mr. KEARNS. No objection, Mr. Counsel.

Mr. McCANN. So those documents may be marked—you may refer to them now—they will be marked as "Reference Exhibit No. 12," and turned over to the court reporter, to be delivered to us in Washington. (The records referred to will be found in the files of the committee.)

Mr. DOHERTY. The only authority that I ask now is to be able to quote from them at this time.

Mr. McCANN. That is what I want you to do. That is why I am not having you turn them over now.

Mr. DOHERTY. Thank you, Mr. Counsel. When we arrived in Hollywood, we immediately called the heads of all of the organizations involved who were parties to the agreement, and held meetings at the Roosevelt Hotel in Hollywood.

I think, Mr. Chairman and Mr. Counsel, that the record should also show that under date of November 5, 1945, Chairman Felix H. Knight sent the following letter to President Richard F. Walsh, of the IATSE; William L. Hutcheson, of the United Brotherhood of Carpenters and Joiners; G. M. Bugnizet, secretary, International Brotherhood of Electrical Workers; Mr. Harvey Brown, president, International Association of Machinists; Mr. Martin P. Durkin, president, U. A. of P. and S. F. of the United States and Canada—the steamfitters and plumbers; Mr. Lawrence P. Lindelof, president, paper hangers and decorators; and Mr. William L. McFetridge, president, building service employees' international union. It is very brief. I would like to read it in the record at this time.

Mr. KEARNS. No objection.

Mr. DOHERTY (reading):

BROTHERS, GREETING: The members of the executive council, appointed by President Green to attempt to settle such jurisdictional disputes between striking craftsmen and the motion-picture industry at Los Angeles, met just before leaving Cincinnati to briefly consider their responsibilities. It was decided I should write you and request three copies of your jurisdictional claims as granted by the charters of affiliation when you become a part of the AFL.

Due to things over which at least one of the members of the committee had no control, it will be impossible for them to reach Los Angeles before the morning of December 3. They will stop at the Roosevelt Hotel, and I would appreciate each of you advising me at your earliest convenience who your Los Angeles man is who will handle this matter with the committee, his post office address and telephone number, and they will be notified by letter or otherwise of the time of arrival of the committee and where they will stop while in Los Angeles.

Thanking you in advance for complying with this request, I am, with best wishes,

Yours fraternally,

FELIX H. KNIGHT,
Vice President, A. F. of L.

Under date of November 21 a similar letter was sent to all of the parties involved by Chairman Knight, reading thus:

BROTHERS, GREETING: The committee appointed by President Green to settle jurisdictional differences between the organizations involved in the Hollywood strike, would appreciate having one representative from each organization involved meet us at the Hollywood Roosevelt Hotel at 2:30 o'clock the afternoon of December 3, not to handle any jurisdictional questions, but merely to talk over procedure, that we will be ready to go to work Tuesday morning, the 4th.

With best wishes, I am,

Yours fraternally,

FELIX H. KNIGHT,
Vice President, A. F. of L.

Now, Mr. Chairman, all of the organizations are covered, and were heard, including the International Association of Machinists, which was then at that time, as it is now, suspended from the American Federation of Labor.

I have all of the testimony commencing with the first day, at which time the representatives of the Brotherhood of Painters, Decorators, and Paper Hangers of America testified, and it runs some 75 pages. Briefly stated, they submitted testimony setting forth their claims and appropriate exhibits in connection therewith, and so, with all of the other union leaders and their representatives, they submitted evidence and lengthy statements and transcripts thereof, all ready to go into the minutes of this particular meeting.

I think the important thing which must be explored—I think it will be helpful to the subcommittee of the House Committee on Education and Labor—is the fact that the directive which was handed down on December 26 was questioned immediately by the carpenters' union, and the premise upon which they questioned the directive comes in the fact that they did submit to the committee what was termed a preliminary statement of the United Brotherhood of Carpenters and Joiners of America, and on the second page thereof I read the introduction—a paragraph which states:

This statement is being made with the understanding that no conclusions will be made by this arbitration board in Los Angeles, and that further evidence and data may be submitted and discussions will be held with the international president of the United Brotherhood of Carpenters and Joiners prior to any final determination of this matter.

Now, Mr. Chairman and Mr. General Counsel, Chairman Knight of our A. F. of L. committee had made an honest attempt to have all of the organizations involved present at our hearings, which were held, as I say, in 1945, and we only had 30 days in which to reach a decision—30 days is all that was allotted us.

I say to you in all fairness, and I say it in a very friendly way, Mr. Chairman and Mr. Counsel, that I don't think your subcommittee can do this job in 30 days. I think it is a very tedious job that has been assigned to you by the House Committee on Education and Labor. This is probably the cancer spot in the entire labor movement of America. I don't know of any place where a jurisdictional dispute is so deep-rooted and the situations are so involved as they are right here in Hollywood.

Mr. McCANN. May I stop you for a question right there, please?

Mr. KEARNS. No, please, Mr. Counsel.

Mr. McCANN. He made a statement right there that I just wanted to ask him about.

Mr. KEARNS. Will you please make a note of it and ask Mr. Doherty later?

Mr. McCANN. Excuse me. Go ahead. I didn't mean to interrupt you. I was just going to elicit further information.

Mr. DOHERTY. I just want to be helpful, counsel, in this instance. I have no objection to interrogations, Mr. Chairman.

Mr. KEARNS. Well, as long as you request it—

Mr. DOHERTY. No; it was on the original statement, Mr. Chairman. I have no objection whatsoever to interrogations.

Mr. KEARNS. We will be very glad to rule that counsel can ask.

Mr. McCANN. I just wanted to develop it as you went along. You brought out a fact there—an opening statement on the second page of the carpenters' brief there. You said something about their having offered that as a tentative statement. Would you mind repeating that again so I will get it from the stand here?

Mr. DOHERTY. Would be very happy to; this is called a preliminary statement.

Mr. McCANN. A preliminary statement. Now, was there a statement made to you by Mr. Hutcheson after that preliminary statement was received, to the effect that he wanted you to postpone your decision for 60 days after this 30 days before you made one?

Mr. DOHERTY. Not to me; no; it was not. Was there such a statement, Chairman Knight?

Mr. KNIGHT. He requested me to not render a decision until such time as he had an opportunity to personally testify before the committee, and requested that that be done at the meeting of the executive council convening in Miami, Fla., I think, on the following January 15.

Mr. McCANN. Well, that covers the point. That is what I want. Go right ahead.

Mr. DOHERTY. Is that satisfactory?

Mr. McCANN. And yet under your authority, as I understand it, sir, you were obligated to make your report here within 30 days.

Mr. DOHERTY. That is correct, Mr. Counsel—definitely correct.

Mr. McCANN. Proceed. You go right on with your statement. I just wanted to clear that point.

Mr. DOHERTY. Following the issuance of the directive on December 26, 1945, we were informed that there was some resentment. We rather anticipated that there would be such resentment, as a matter of fact.

Every person who appeared at the original meeting was informed by this committee of three men that we were unwilling to hand down a directive unless it was an absolute necessity. We not only implored them, but we pleaded with them, we begged them, if I can use the word, to get together and try to resolve the existing differences so that this committee would not have to hand down a decision, because we knew full well that whatever decision we handed down would not be too popular, and that somebody would be hurt. It is very evident in this instance that somebody must have been hurt, or we would not have the trouble that exists today. So we, Mr. Chairman, begged them, we implored them, to get together and settle the entire dispute.

We went into this lengthy testimony which shows in the transcript, taking testimony from all of the organizations involved, including the machinists, and handing down the decision December 26. I don't think it is necessary, since this is of record with your committee, counsel, to

go into each and every organization involved here. I am going to assume you know what they presented and what our findings were in connection therewith.

I think the dispute can be confined to the work demarcation or allocation which was handed down by our committee as it applies to the International Association of Theatrical Stage Employees and to the United Brotherhood of Carpenters. Am I right in that assumption?

Mr. McCANN. I think that is correct, sir.

Mr. DOHERTY. I will assume, too, Mr. Chairman, that your counsel and the committee have been supplied with not only one but many copies of the decision itself.

Mr. McCANN. I think the decision has been supplied.

Mr. DOHERTY. It is a matter of record, I think.

Mr. KEARNS. It is a matter of record.

Mr. DOHERTY. There is no need of going into all of the pages in this decision. However, if there are questions, we will be very happy to answer them to the best of our knowledge and ability.

Mr. KEARNS. However, Mr. Doherty, we will stand in recess for 10 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. Doherty, you may proceed where I interrupted you before the recess.

Mr. DOHERTY. Mr. Chairman, I merely wish to reiterate what I said before the recess—that the A. F. of L. committee will cooperate with the subcommittee of the House Education and Labor Committee in every particular. We will do everything humanly possible to assist you in your arduous task.

Now, at the point before the recess we were about to discuss work allocation as handed down to the International Alliance of Theatrical Stage Employees and the Brotherhood of Carpenters under the directive dated December 26, or the decision dated December 26, 1945.

Mr. McCANN. May I interrupt you there, sir?

Mr. DOHERTY. Certainly.

Mr. McCANN. Would you mind reading to us the section of that directive about set erectors?

Mr. DOHERTY. That is under painters and decorators.

Mr. PADWAY. It is suggested it is on the last page, Bill.

Mr. DOHERTY. Set erection; I beg your pardon. You said "set erection"?

Mr. McCANN. Yes.

Mr. DOHERTY. That is contained in the work division as handed to the United Brotherhood of Carpenters and Joiners of America. I think we have to read the whole thing—it is very brief—in order to get the meat of it.

Mr. McCANN. I wish you would read that, sir.

Mr. DOHERTY (reading):

The committee rules that the division-of-work agreement entered into between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of the United States and Canada, on February 5, 1925, and known as the 1926 agreement, be placed in full force and effect immediately.

Division of work—United Brotherhood of Carpenters and Joiners of America:
SECTION 1. All trim and millwork on sets and stages.

SEC. 2. All millwork and carpenter work in connection with studios.

SEC. 3. All work in carpenter shops.

SEC. 4. All permanent construction.

SEC. 5. All construction work on exterior sets.

Division of work—International Alliance of Theatrical Stage Employees and Motion-Picture Machine Operators of the United States and Canada:

SEC. 6. Miniature sets.

SEC. 7. Property building.

SEC. 8. Erection of sets on stages, except as provided in section 1.

SEC. 9. Wrecking of sets, exterior and interior.

SEC. 10. Erecting platforms for lamp operators and cameramen on stages.

This decision is applicable to the motion-picture industry and none other and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Brotherhood of Carpenters and Joiners of America by the American Federation of Labor.

Now, Mr. Chairman, as I said before, we had but 30 days in which to hand down this decision. We went over all of the previous agreements that had been entered into down through the years, and we found out, if I may use just common parlance, we were sucking on a lemon that was approximately half a century old then. It is something that has come along with the entertainment industry, and there are numerous records in the American Federation of Labor showing how many jurisdictional disputes there had been in that field, and we did discover that on February 5, 1925, an agreement had been entered into between the representatives of local union No. 1692 of the United Brotherhood of Carpenters and Joiners of America and the IATSE. That agreement of February 5, 1925, was commonly known as the 1926 agreement, and has the exact language which was placed in the directive handed down on December 26, 1945.

Now, Mr. Chairman and counsel, we did that because we felt that if the carpenters and the stage employees back in 1925 could get together and reach some kind of a common understanding on an agreement, surely that kind of an agreement would be well worth while and could be entered into our decision of December 26, 1945; but shortly following the issuance of the decision we learned, much to our surprise—but it did not alter our opinion—that the agreement of February 5, 1925, had been repudiated by the Brotherhood of Carpenters and Joiners of America, and it has been stated that the representatives of local union 1692 were either expelled or suspended by the union for having entered into such an agreement. And therein lies the difficulty that ensues, even unto this day.

Mr. McCANN. May I ask you, sir, a question with respect to that section 8 under the title of IATSE, where I believe your section 8 reads, "Erection of sets on stages"; is that correct?

Mr. DOHERTY. That is right.

Mr. McCANN. What do you mean by that, sir?

Mr. DOHERTY. We gave to the IATSE the same jurisdiction that they had in this February 5, 1925, agreement, which meant that they had the authority to erect or assemble sets on stages, except as provided in section 1. Section 1 told the carpenters and the IATSE that all trim and millwork on sets on stages belonged to the carpenters.

Now, I think, in fairness to the committee, Mr. Chairman and counsel, it should be said here, since this seems to be the crux of the whole situation, that under no circumstances—under no stretch of the imagination—did this committee intend, by having handed down this

decision, that work then being done by the IATSE on such sets and stages or locations should be turned over to the carpenters, or that such work then being done by the carpenters should be turned over to the IATSE.

As a matter of fact we think that, based on our decision, there should have been a little bit of common sense applied, and that is exactly what we anticipated would be done, in view of the shortness of time in which we had to work on this very vital and important task.

Mr. McCANN. It was not your thought, then, at the time that you wrote this section 8, to set aside the traditional work of the carpenters or the traditional work of the IATSE on stages?

Mr. DOHERTY. That is a true statement, Mr. Chairman and Mr. Counsel.

Mr. McCANN. It was your idea to perpetuate the spheres of activity of the two organizations, in adopting the language of the 1926 agreement, which you have explained you didn't know had been reversed by the carpenters?

Mr. DOHERTY. Repudiated.

Mr. McCANN. You were simply taking what you thought had been the correct distribution of activities and expected that the historical sphere of influence should be followed by these two unions thereafter.

Mr. DOHERTY. That is a true statement, Mr. Chairman and Mr. Counsel, and I might add this: that the committee was motivated by only one thought, and it came from their hearts, that people were in trouble; that the breadwinners in families were out of work; that the work opportunities were there in one of the industries that pays undoubtedly the highest wages, where the hours and conditions are unquestionably the best of any industry either in America or any place else on the face of the earth, and we wanted to see the employees, members of both unions, go back to work and work in peace and have happiness and contentment.

Mr. McCANN. Now, Mr. Doherty, there is a point that has caused a great deal of trouble here, and that is why you gentlemen have been brought out.

When we left Washington—for the benefit of you three gentlemen, and we want you to understand this—neither Mr. Kearns nor myself had any conception of what we were going into in Hollywood.

You men know what you got into back there several years ago, but we didn't until we began investigating and looking into the evidence—we didn't know anything about this committee having passed upon the problem.

We knew we were going to have the testimony of screen stars come in on this issue. We knew we were going to have the testimony of others on this issue, after a lot of investigation. Therefore we needed the men who had passed on this issue for the American Federation of Labor, and we appreciate your being here. We think that you are going to try to help us with this problem.

Now, gentlemen, there is a very important phase that has been developed this morning and you were not here to hear it, and I want to give you a chance to answer this testimony. The implication in the testimony that has been given this morning is that the directive was your work, but that the clarification was somebody else's work.

Now, Mr. Doherty, would you tell me whether you wrote the clarification or who wrote it or who put it out?

Mr. DOHERTY. Very definitely, Mr. Chairman and counsel, without hesitation; we wrote the clarification—the members of this A. F. of L. committee. Of course, that is a question that can't be answered in just a few words. It requires an explanation.

Mr. McCANN. We want you to explain it.

Mr. DOHERTY. After the decision had been handed down and had been, I would say, accepted in probably 95 percent of the cases in Hollywood, proving conclusively we did do a good job, with the exception of this one element—the erection of sets on stages and locations—I think that everything was in apple-pie order, but the undercurrent and the difficulty, it seems from later reports, was such that the executive council of the American Federation of Labor discussed it at great length in its regular quarterly sessions, and later determined that President Green would send a representative here to Hollywood to go over the entire proposition.

Mr. McCANN. Who was he?

Mr. DOHERTY. A Mr. Daniel V. Flanagan, as I recall, and he went over our decision, as I understand it, and brought in a very lengthy report to the executive council setting forth his views based on the contacts which he had had with the people in Hollywood over a period of time.

Mr. McCANN. Do you have a copy of his report?

Mr. DOHERTY. I regret, sir, that I do not. It is not under the committee's domain, and it is on file somewhere with the American Federation of Labor records, which are in the custody of the secretary-treasurer, Mr. Meany.

Mr. McCANN. We have asked Mr. Flanagan to get in touch; we will ask him for a copy of this study; and, if it is in Mr. Meany's custody, to get in touch with Mr. Meany and try to get that here in the next day or so.

Now proceed with your statement.

Mr. DOHERTY. Mr. Flanagan wrote a letter, to which you have already referred, to President Green, which was submitted to the executive council.

Mr. McCANN. Has that letter been received in evidence? Have you a copy of that letter?

Mr. DOHERTY. I regret that I do not have custody of the letter, nor do I have a copy of it.

Mr. McCANN. Mr. Flanagan?

Mr. PADWAY. Mr. Flanagan is out calling.

Mr. McCANN. I wonder if it is possible for Mrs. Locher to call him on the telephone? I can't do anything until he comes back.

Mr. DOHERTY. I think we can proceed without that for the time being, Mr. Chairman and counsel.

As the result of that letter, dated August 9, 1946, which was read to the executive council meeting in Washington, D. C.—rather, in Chicago, Ill.; beg your pardon—which was held from August 12 to 20, 1946, the Hollywood situation was again discussed at great length in the executive council of the A. F. of L.

Mr. McCANN. May I interrupt you a minute? Mr. Flanagan, have you sent for the—

Mr. FLANAGAN. I just got through sending the wire.

Mr. McCANN. Will they send that letter back with that, do you think?

Mr. FLANAGAN. I have asked for it.

Mr. McCANN. All right. Then proceed, sir, I am sorry.

Mr. DOHERTY. After this lengthy discussion the committee of three A. F. of L. vice presidents was instructed by the A. F. of L executive council to bring in a clarification based primarily, of course, on the dispute that had arisen relative to erection of sets on stages and locations. This committee then attempted to clarify, again trying to rectify the situation that existed so that people could go back and earn their bread and butter, and work in peace and harmony, and this committee then brought in the following clarification, and it is dated Chicago, Ill., August 16, 1946:

Pursuant to instructions handed down by the executive council at its session held on August 15, 1946, the Hollywood jurisdictional committee reviewed the work division applicable to the United Brotherhood of Carpenters and Joiners of America as set forth in the committee's decision dated December 26, 1945, and reaffirmed its previous decision.

The committee took cognizance of the allegations contained in a report submitted to President Green by Organizer Daniel V. Flanagan under date of August 9, 1946. According to a brief embodied therein, Studio Carpenters Local 946, U. B. of C. and J. of A., alleges that certain violations have taken place whereby the carpenters' jurisdiction set forth in the directive has been encroached upon.

Jurisdiction over the erection of sets on stages was awarded to the International Alliance of Theatrical Stage Employees and Moving Picture Operators of the United States and Canada under the provisions set forth in section 8 of the decision, which specifically excluded trim and millwork on said sets and stages. The word "erection" is construed to mean assemblage of such sets on stages or locations. It is to be clearly understood that the committee recognizes the jurisdiction over construction work on such sets as coming within the purview of the United Brotherhood of Carpenters and Joiners' jurisdiction.

Sections 2 to 5, inclusive, recognized the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all millwork and carpenter work in connection with studios, all work in carpenter shops, all permanent construction, and all construction work on exterior sets.

In view of the alleged violations, the committee hereby directs that all participants in the Hollywood motion-picture studio dispute strictly adhere to the provisions of the directive handed down on December 26, 1945.

And it was signed by Vice Presidents Knight, Birthright, and myself, and that is the clarification that apparently is primarily the reason for so much trouble and difficulty and so many trials and tribulations in Hollywood at the present time.

Mr. McCANN. May I ask if that expressed the opinions and the convictions of you gentlemen, or was that the expression of the opinions and convictions of other than you gentlemen?

Mr. DOHERTY. No; I think, Mr. Chairman, in fairness to the executive council of the American Federation of Labor, I should make it clear for the record that the executive council instructed us to bring in a clarification and that we in turn set forth our own opinions, and that no one interfered therewith.

Mr. McCANN. All right. Now may I ask if the clarification which you wrote was or was not an effort on your part to make clear to the carpenters and to the IATSE that it was the intent of your committee to continue the historical activities of the carpenters and the IATSE insofar as the erection of sets on stages was concerned?

Mr. DOHERTY. I think, Mr. Chairman, that has been very well stated, and the answer is "Definitely yes." That was our intention.

Mr. McCANN. In other words, the report of Mr. Flanagan with respect to the disputes which had arisen out of your original directive so impressed the council of the A. F. of L. that they directed you as a committee to try to be more specific, and that is why you wrote this clarification?

Mr. DOHERTY. Well, I would not be in a position to say that that is the true situation. I believe that Mr. Flanagan's letter, which was dated August 9, 1946, had a definite bearing on the action of the executive council of the American Federation of Labor—it had a definite bearing.

Mr. McCANN. Someone at least made the council suggest to you that you give a clarification; is that right?

Mr. DOHERTY. Unquestionably the difficulty which had ensued out here with another strike entered into the picture.

Mr. McCANN. Now I want to ask you this: Was any effort made by Mr. Hutcheson, from the time you issued your original judgment in this case on December 26, 1945, until the time you issued your clarification in August 1946, to force you to change your opinion?

Mr. DOHERTY. Well, Mr. Chairman and counsel, let me say this for the record: that there is no man within the American Federation of Labor big enough or powerful enough to force me—and I am sure I am speaking for Birthright and Knight—to force me or my colleagues—my colleagues or myself—to hand down a clarification. However, just like your subcommittee has to take instructions from the full Committee on Education and Labor, we acquiesced in the desires of the executive council of the American Federation of Labor and handed down a clarification.

Mr. McCANN. Now, Mr. Doherty, it has been testified here that pressures had been brought to bear upon you by Mr. Hutcheson, and that this committee was so concerned at the time when they were interviewed by the Guild of Screen Actors, that you men had written your resignations as vice presidents of the American Federation of Labor and had them in your pocket. Is that true?

Mr. DOHERTY. That is absolutely untrue, so far as I am concerned, and the other vice presidents can speak for themselves.

Mr. McCANN. Right at that point and before going further, Mr. Knight, what is your answer to the question I just asked Mr. Doherty?

Mr. KNIGHT. I never wrote any resignation—never thought of writing a resignation on that question or as the result of it.

Mr. McCANN. You didn't have a resignation in your pocket during that time?

Mr. KNIGHT. No, sir; never did.

Mr. McCANN. Did anybody bring pressure to bear on you to force you to change your opinion with respect to your directive?

Mr. KNIGHT. They did not.

Mr. McCANN. All right, Mr. Birthright, will you tell me whether or not you had written your resignation?

Mr. BIRTHRIGHT. No; I hadn't.

Mr. McCANN. Was any pressure brought to bear on you by Mr. Green?

Mr. BIRTHRIGHT. Mister who?

Mr. McCANN. By Mr. Hutcheson, I mean.

Mr. BIRTHRIGHT. No.

Mr. McCANN. By anyone else?

Mr. BIRTHRIGHT. Mr. Hutcheson never spoke to me in his life personally about this case.

Mr. McCANN. Never in his life?

Mr. BIRTHRIGHT. Not personally about it; no.

Mr. McCANN. Did he tell anyone else to tell you what to do?

Mr. BIRTHRIGHT. He did not.

Mr. McCANN. No pressure was brought to bear upon you, sir?

Mr. BIRTHRIGHT. No, sir.

Mr. McCANN. All right. Now then, after the clarification had been issued, I guess you gentlemen realize that that is when another war started, don't you?

Mr. DOHERTY. That is correct.

Mr. McCANN. And the American Federation of Labor insisted that you meant for them to continue—excuse me. Everybody is A. F. of L. I forgot that.

Mr. DOHERTY. We would like to see it that way, anyway.

Mr. McCANN. As I recall it, after the clarification in August there was a mandate issued by the council, the Conference of Studio Unions, that the carpenters should have the right to construct and erect sets on stages, and that was turned down by the production companies on the ground that, if they gave it to them, they would be violating the directive of December 26, 1945.

Would you mind stating whether that is true or false?

Mr. DOHERTY. Mr. Chairman and Counsel, that is one question I am sure that no member of the committee can answer because we know nothing about any such mandate. It is the first time this afternoon that I am unable to make answers simply because I don't know.

Mr. McCANN. I wasn't referring to the mandate, that you should have to answer with respect to the mandate. We will strike it now and get to it in another way later.

You are aware, I assume, that following your clarification that there was a great deal of argument back and forth out here in Hollywood as to what you meant?

Mr. DOHERTY. That is correct. We are aware of that fact.

Mr. McCANN. And you did have a telephone conversation with various of the Screen Actors Guild, did you not?

Mr. DOHERTY. No; I did not.

Mr. ARNOLD. He wasn't there. He was in Europe.

Mr. McCANN. Well, I will turn that question over to Mr. Knight and Mr. Birthridge. Did you have a telephone conversation, Mr. Knight and Mr. Birthright, with the Screen Actors Guild?

Mr. KNIGHT. We did. I don't know who they all belonged to.

Mr. McCANN. You recall the conversation that was had?

Mr. KNIGHT. Some of it.

Mr. McCANN. For your benefit, Mr. Knight, I will say that we know they told you at the time there was a court reporter taking down the conversation and that record has been introduced in evidence. You remember that conversation, do you not, Mr. Birthright?

Mr. BIRTHRIGHT. I remember the telephone call. I don't know who was on the other end, except Eddie Arnold.

Mr. McCANN. Which one of you sent the telegram to Murphy?

Mr. BIRTHRIGHT. I did.

Mr. McCANN. You sent it to him changing part of the telephone conversation of the night before?

Mr. BIRTHRIGHT. No; I didn't do that. I sent him the last directive that was issued—or rather, clarification.

Mr. McCANN. Isn't it a fact that in your telegram you attempted to correct some statement made the night before?

Mr. BIRTHRIGHT. That's right.

Mr. McCANN. And did you consult with Mr. Knight before sending the telegram?

Mr. BIRTHRIGHT. I did not.

Mr. McCANN. You sent it on your own initiative?

Mr. BIRTHRIGHT. That is right.

Mr. McCANN. Now, gentlemen, returning to Mr. Doherty, I assume that you know that on the 11th of August, 1946—the 11th of September, 1946, rather—there was an ultimatum issued to the production companies and that this ultimatum gave the companies the choice of restoring carpentry work in the traditional way in which it had been handled in the studios to the carpenters or else informed them that there would be a strike commencing the next morning at 6 o'clock. Did you know that, sir?

Mr. DOHERTY. No, sir; and this committee had no responsibility whatsoever for any such ultimatum that may have been issued unless it was taken from the clarification that we handed down in August of 1946.

Mr. McCANN. Well, gentlemen, numerous witnesses have testified here that it was because of the clarification that you issued that they then issued the ultimatum. They have testified before our committee that on the 26th of December, when you issued your original judgment or findings, the unions yielded to the order and that Mr. Casey was appointed as an arbitrator, and Mr. Casey has testified that under the arbitration award, as he understood it, he gave the erection of sets on stages to the IATSE, which had previously gone to the carpenters, and that he thought that he was carrying out the orders which you men, by your judgment, required.

Mr. Doherty, was he right or wrong in doing that?

Mr. DOHERTY. Mr. Chairman and Counsel, we issued no ultimatum whatsoever other than the December 26, 1945, decision, and it is reasonable to assume that some sort of an ultimatum was construed from the so-called clarification that we handed down in August of 1946.

Mr. McCANN. All right. Now, gentlemen, I am just trying to bring you up to date on this hearing to show you what took place.

Mr. DOHERTY. We appreciate that.

Mr. McCANN. Mr. Casey has testified, as I understand it—and he sits here to my right—that as he read your decision of December the 26th, it was his opinion that you were taking from the carpenters the jobs which they had done historically for many years in the studios—the erection of sets on the stages—and that he gave those tasks to the IATSE.

I want to ask you if, when he did that, he was carrying out the thought that you had in your mind when you wrote this original decision.

Mr. DOHERTY. The answer is definitely that he was not carrying out the thought that we had in mind, and might I add here, Mr. Chairman and counsel, that oftentimes people who are, shall we call them industrial-relations experts, find it convenient to have one group of employees in an industry or a plant disagree with each other—it is

always better for management. I am not saying it happened in this case, but oftentimes that occurs.

Mr. McCANN. I want to turn now to Mr. Knight, and Mr. Reporter, will you read to Mr. Knight exactly the question I propounded to Mr. Doherty?

(The question referred to was read by the reporter.)

Mr. KNIGHT. He was not carrying out my thought, Mr. Counsel.

Mr. McCANN. Mr. Birthright, was he carrying out yours?

Mr. BIRTHRIGHT. Absolutely not.

Mr. McCANN. Now, gentlemen, I want to ask you—and I start with you, Mr. Doherty—if it was your opinion—your judgment at the time that you wrote this decision—not in August now, but on December 26, when you issued your original decision—was it at that time your intent to perpetuate the historical jurisdiction of carpenters in the erection of sets and the historical activities which had been engaged in by the IATSE in the erections?

Mr. DOHERTY. Mr. Chairman and Counsel, I think I have already answered that question previously.

Mr. McCANN. Perhaps you have.

Mr. DOHERTY. I gave a definite statement to the committee, the subcommittee here, that our committee handed down its decision based on the so-called 1926 agreement, and that in so doing we never at one moment had any idea of taking away from the carpenter the work that was historically his, or taking away from the theatrical stage employee the work that was historically the work of that particular organization. It worked both ways.

All we wanted—the only thing that imbued our every act, our every effort, our every deed, was to break up that strike out there and get the people back to work so they might earn their bread and butter.

Mr. McCANN. Is that your opinion, too, Mr. Knight?

Mr. KNIGHT. Yes, sir.

Mr. McCANN. Was that your thought in issuing the decision, Mr. Knight?

Mr. KNIGHT. Yes.

Mr. McCANN. That was your thought in issuing the decision?

Mr. KNIGHT. That is right.

Mr. McCANN. How about you, Mr. Birthright?

Mr. BIRTHRIGHT. Correct.

Mr. McCANN. He has expressed the opinion of this committee.

Now, Mr. Birthright, I want to read to you a section that comes from the statement of Father Dunne a few minutes ago. You recall where Father Dunne stated, after the statement I have already quoted, that he asked Mr. Birthright to explain to me what the December directive had meant and he answered in this way, and for the most part I am using his exact words:

"This is how we wrote the December decision. We went out to Hollywood and made a thorough investigation, at least as thorough an investigation as the time allotted to us permitted. We were given 30 days to make the decision. Within the limits of that time we investigated that situation. We looked into the history of that situation. We wrote the decision on the basis of that history; that is, on the history of the labor unions involved. The exact phrasing of my question to Mr. Birthright was, 'What did the committee mean by the December directive?'

"Mr. Birthright's statement to me makes it perfectly clear what the committee meant by the December directive. He and his colleagues meant that the building of sets belonged to the carpenters, the painting of sets belonged to the painters, the putting up and taking down of sets belonged to the IATSE."

"Now, historically what was the IATSE?" That was the exact phrasing of Birthright's question. He said, "It was a stagehands' union. In the days before the motion picture, shows traveled from city to city. The scenery traveled with the show. It was taken off the train, transported to the theater and handed over to the stagehands. Now, the stagehands simply took it, already built and painted, and put it up in the theater. And when the show was over, they took it down again."

"Now, when the motion pictures came along, the job of the stagehands remained essentially the same. The carpenters built the scenery. Painters painted it. The stagehands put it up and took it down. It was upon this basis that we wrote our December award."

Is that a correct statement?

Mr. BIRTHRIGHT. That is substantially correct; yes.

Mr. McCANN. Now, I want to read the other statement that has been—

Mr. DOHERTY. May I submit this observation, Mr. Chairman?

Mr. McCANN. Yes.

Mr. DOHERTY. During our investigation out here in December of 1946, Mr. Chairman—or 1945—we took no testimony whatsoever from any member of the Catholic Church, and we do not now understand how the Catholic Church becomes involved in this jurisdictional dispute in Hollywood, and I say that as a member of the Catholic faith.

Mr. McCANN. My friend, as a member of the Protestant faith, we think the Catholics also have a right to be interested in public affairs, and, in Father Dunne appearing before us, we assumed that he appears as a witness representing the welfare of the community. We are not hearing him as a representative of the church, but as a citizen interested in public affairs, and I think, as a Catholic, you wouldn't object to our doing it.

Mr. DOHERTY. I have no objection whatsoever. I merely express the opinion that it was with deep regret that Father Dunne didn't appear before our committee when we were out here.

Mr. McCANN. He was here for 2 years this last time, and that is perhaps the reason he didn't appear. Now, I am not asking Father Dunne whom he represents, because I believe every citizen has a right to come before a congressional committee and to petition that committee and to express his views, and I am quite sure that no one, no matter what his faith is, will object to any intelligent person doing so.

Mr. DOHERTY. Mr. Chairman and counsel, I shall never in my lifetime challenge that prerogative of an American citizen, and I hope that the Congress of the United States continues that philosophy.

My only point that I am making here now is that Father Dunne or no representative of the Catholic Church appeared before our committee in 1945.

Mr. McCANN. May I read this statement to you now? After the statement which I have already quoted, Father Dunne testified, Mr. Birthright immediately went on to say:

"Now, that doesn't mean that if the stagehands, in putting up scenery, have to drive a nail here or there to hold it together that makes it carpenter work. But that's the trouble with these building trades. If a nail has to be driven they claim it's carpenter work."

Then Father Dunne continued:

"I said to Mr. Birthright: 'But that's not what the dispute is about out there, Mr. Birthright. The carpenters have not objected to the driving of a nail here and there to hold scenery together. They allege that the IATSE is actually constructing scenery on the stages—building it.'

"And Mr. Birthright's reply was: 'Nobody has ever told me that.'"

Is that correct, Mr. Birthright?

Mr. BIRTHRIGHT. That is correct.

Mr. McCANN. Now, Mr. Chairman, it is now 4:15. May we have a short recess before continuing?

Mr. KEARNS. Yes. We will take a 5-minute recess.

(Short recess taken.)

Mr. KEARNS. I find it most imperative that some of the testimony which has been given here today be gone over very carefully before we can proceed much further with the questioning of this three-man committee.

However, before adjourning this meeting for today, I want to make a few statements in clarification of the statements made by Mr. Doherty at the beginning of the afternoon.

Mr. PADWAY. Mr. Chairman, before you do that—

Mr. KEARNS. Mr. Padway, I am addressing—

Mr. PADWAY. I am asking the chairman for permission to speak.

Mr. KEARNS. I will give you every opportunity that you may desire.

Mr. PADWAY. But before you close the hearing, will you give me that opportunity?

Mr. KEARNS. I am afraid that will not be possible today.

Mr. PADWAY. Suppose I said this to you: Mr. Doherty wants to make a correction in his testimony with respect to his resignation—

Mr. KEARNS. I think that can be corrected, if you will give it to me in writing.

Mr. PADWAY. I just don't want it to be said that the witness came back the next day and changed his testimony after thinking it over.

Mr. KEARNS. I will be very glad to accept that testimony tomorrow.

Mr. PADWAY. Thank you, sir.

Mr. KEARNS. I want to say that I consider it a very great honor and privilege to be a member of the greatest legislative body of the greatest country in the world. That body is known as the United States Congress, and I was assigned this job of carrying on this investigation by the Honorable Fred A. Hartley, Jr., who is chairman of the Committee on Education and Labor.

I carry with me the credentials of my appointment, and in those credentials it is definitely stated that I have the right of a subchairman to carry on an investigation, to go any place and anywhere that I deem necessary in order to gather information pertaining to situations that exist in the discharge of my commission that will be informative to the United States Congress in future legislation that might correct some of the existing evils, and so when I was sent out here to California I didn't know the entire picture until after I arrived here.

I didn't know what witnesses might be needed, and when the reference was made to me by Mr. Doherty this afternoon regarding the information appearing in the New York Times, I did state very definitely that witnesses who had been summoned here had tried very, very hard to get out of appearing, and from the time Congress adjourned on July 26—or rather, July 27—it was very close to 2 o'clock in the morning—that men who were supposed to appear here had been after me to try to be relieved of appearing here, and to date I have excused no one, and so when I read the telegram about Mr. Doherty and when I had the telephone call from Mr. Knight's attorney, Mr. Ross, down in Kansas City, I merely, in a very dignified way, in an intelligent way, and in a very mannerly way, told them that we were excusing nobody because we needed them here, and I stated definitely the other day here that one of the great problems in California is the operation by remote control, and Mr. Doherty definitely stated this afternoon that this was a cancer spot.

I am no physician, but if I were going to operate on cancer, I would operate on the part of the anatomy where the cancer existed, so I think that it is very clear that we have a cancerous condition on this west coast here pertaining to this jurisdictional strike, and I imagine one of the reasons why I am here is because Mr. Hartley, my chairman, felt it was important enough to send a Member of Congress to California to conduct this investigation, and I wanted to make it very clear that I am only here to do my job, but furthermore, I am not playing hide-and-go-seek with anybody out here, and if there is anybody we need in the way of a witness to carry out this investigation, I give you my word and my honor that they shall appear here.

We stand adjourned until 10 o'clock tomorrow morning.

(Whereupon, at 4:30 p. m., the hearing in the above-entitled matter was adjourned to 10 a. m. on August 19, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

TUESDAY, AUGUST 19, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 10 a. m., in room 324, United States Post Office Building and Courthouse, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Also present: Laurence W. Beilenson, 321 South Beverly Drive, Beverly Hills, Calif., appearing for Screen Actors Guild.

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, I think it is rather important this morning, in view of the review which I have made of the testimony that was introduced yesterday, that we should again call attention to the statement made by the chairman just prior to his departure from Los Angeles.

It becomes very evident that either careless testimony or testimony which is not true was received by the committee on yesterday. For that reason I wish to read the statement of Hon. Fred A. Hartley, Jr., chairman of the Committee on Education and Labor of the House of Representatives:

I deeply regret that it will be impossible for me to remain in Los Angeles to further participate in the hearings which Mr. Kearns will direct with respect to the jurisdictional strikes in Hollywood and other matters that may come to the attention of the committee. My duties as chairman require that I should supervise numerous subcommittees and other activities this summer. Before leaving Los Angeles I desire to say that it will not be the purpose of the subcommittee to pull anyone's chestnuts out of the fire nor to assist anyone in a civil action against anyone else. I have directed Mr. Kearns and Mr. McCann that they are to receive all of the evidence which anyone can submit on the problems and facts involved in the Hollywood jurisdictional strike and other Hollywood labor troubles.

I realize that Mr. Kearns is confronted with an arduous task, that it will be necessary for him to subpoena and to examine some of the leaders of industry and labor. I want it definitely understood that I have directed him that in this investigation no punches are to be pulled. I want him to get to the bottom of this problem and see if it is not possible to make recommendations thereafter to the Congress which will prevent such disastrous labor controversies in the future.

Furthermore, I have directed Mr. Kearns and Mr. McCann to report to me any failure by a witness, no matter how prominent he may be, to refuse to respond to a subpoena, any act by any such witness which is in contempt of Congress, and any apparent perjury committed by witnesses during this investigation.

Mr. Chairman, we will now recall the three representatives of the American Federation of Labor, Mr. Knight, Mr. Doherty, and Mr. Birthright.

Mr. KEARNS. Mr. Counsel, at the conclusion of the hearing last evening I told Mr. Padway I would let Mr. Doherty, representing the group, make a statement. Is that all right at this time or do you have a statement to make first?

Mr. McCANN. No, sir. I would like to hear his statement.

**TESTIMONY OF FELIX H. KNIGHT, WILLIAM C. BIRTHRIGHT,
AND WILLIAM C. DOHERTY—Continued**

Mr. DOHERTY. Mr. Chairman, toward the close of the afternoon session yesterday, counsel directed a question to the committee which I am almost certain was misunderstood, and because of that fact there is a possibility that my reply was erroneously given. If I erred, I respectfully request an opportunity to make a correction. I would ask that the question relative to resignations asked by counsel be repeated, or that the record be read.

Mr. KEARNS. No objection, counsel?

Mr. McCANN. Not a bit, sir.

Mr. PRICE. Page 1675.

Mr. McCANN. The question was as follows: "Now, Mr. Doherty, it has been testified here that pressures had been brought to bear upon you by Mr. Hutcheson, and that this committee was so concerned at the time when they were interviewed by the Guild of Screen Actors that you men had written your resignations as vice presidents of the American Federation of Labor and had them in your pocket. Is that true?"

Mr. DOHERTY. The answer yesterday and again today is that the statement relative to having written resignations of any kind in our pockets is untrue. However, in fairness to the representatives of the Screen Actors Guild, I think definitely that some—

Mr. PADWAY. I would like to interrupt to correct that.

Mr. McCANN. Now, Mr. Chairman—

Mr. PADWAY. I think the witness should be told—

Mr. McCANN. Just a minute, Mr. Padway.

Mr. PADWAY. Don't scare me.

Mr. McCANN. You are not going to interrupt.

Mr. PADWAY. Don't scare me.

Mr. McCANN. No one else has done it and you are not going to.

Mr. PADWAY. Act like a gentleman.

Mr. KEARNS. I am sorry, Mr. Padway, you will have to submit your question to the counsel.

Mr. PADWAY. It isn't a question at all.

Mr. KEARNS. Then you will have to wait and coach your witnesses when we have a recess.

Mr. PADWAY. I don't coach my witnesses.

Mr. McCANN. You testify for them.

Mr. DOHERTY. I wish to make it crystal clear I need no coaching. May I proceed, Mr. Chairman?

Mr. KEARNS. Yes.

Mr. DOHERTY. Thank you.

Mr. KEARNS. I am sorry for these interruptions. This has been a procedure, Mr. Doherty, and other members, Mr. Knight and Mr. Birthright. We didn't deviate from it at this time. We have to keep the procedure running as we have here.

Mr. PADWAY. May I ask you a question, Mr. Chairman?

Mr. KEARNS. Yes.

Mr. PADWAY. When a witness makes a statement that is in the negative or the affirmative and he says the answer is not true, surely, we ought not to be compelled to write that out; but the chairman ought to point out: "What do you mean by 'it isn't true'?" Is the answer "Yes" made yesterday untrue, or is the answer now untrue?"

If you will read that, you will find that it will imply or indicate that the answer of "yes" was not true, although it is seen that he means the answer of yesterday of "yes" to be the resignation was untrue than and true today. We want to get the record straight. We want to use procedure here, not Gestapo proceedings as Mr. McCann has.

Mr. McCANN. Don't make a statement to me about Gestapo proceedings.

Mr. KEARNS. Mr. McCann.

Mr. PADWAY. I am not afraid of you or anybody like you.

Mr. KEARNS. Mr. McCann.

Off the record.

(Discussion off the record.)

Mr. KEARNS. Let's have order in the courtroom.

Mr. PADWAY. Mr. Chairman.

Mr. KEARNS. Mr. Padway.

Mr. PADWAY. I would like the record to show as a gentleman of some years of proceedings in court I apologize to you for what has happened. I think this is one of the most disgraceful proceedings—I am speaking under pressure—one of the most disgraceful proceedings I have witnessed in my life. I have never been attacked in a courtroom before.

I say to you now that the American Federation of Labor will ask this committee to remove Mr. McCann, who has conducted himself in the most disgraceful, most inhumane, most brutal, and ignorant manner that an attorney has ever conducted himself in any proceeding in court.

I say to you, Mr. Chairman, on behalf of the great American Federation of Labor, this man should be removed. It is a disgraceful, dirty, deliberate, malicious, brutal attack. I shall call before the committee of Congress your full committee, and the witnesses who are here today, Mr. Leahy, Mr. Touhy, Mr. Arnold—and what is your name?

Mr. SOMERSET. Somerset.

Mr. PADWAY. Mr. Somerset, Mr. Reagan, Mr. Murphy, Mr. Boren, and the others who are here, to testify to one of the most vicious, most brutal, most ungentlemanly incidents and attacks that has ever been imposed upon me and that has ever been brought about in a courtroom.

I think, sir, that in justice to the situation and as a Member of Congress, it is incumbent upon you to reprimand your counsel for a situation that he brought on and which is despicable, dastardly, and wrong.

I will have more to say when I have calmed down, when my judgment is under a more peaceful situation than it is at the present time.

It is only out of respect to you, Mr. Chairman, and the honorable work you are engaged in, and the duties that you have to perform that I do not call counsel on the outside to finish that which he started here. I wish he would accept the challenge of that kind. I don't make it in this room at this moment because if I did and I went out with him, he would be torn to pieces by the men who it is my honor to represent.

Why does this gentleman call himself a lawyer? Does this gentleman call himself a man who understands procedure? Does this man call himself—I beg your pardon for even using the term "gentleman." To understand what is required, he should set the example of the decorum and procedure, not only for the lawyers who are here, but for the others who are around.

He has degraded and debased and insulted the Congress of the United States. You, as chairman, members of the bar, the American Federation of Labor and its representatives, I regret to have to make that statement as part of this record. It is a disgraceful proceeding; one that he should be thoroughly ashamed of.

Mr. KEARNS. Mr. Padway, members of the bar, witnesses, and those in the courtroom this morning: Naturally, as chairman, I am sorry about the incident. Many of these things go back and back a long time that none of us know anything about.

However, we all, in trying circumstances, regardless of how serious they may be, must always be ladies and gentlemen. I think that these things occur lots of times on the impulse of emotion, and Mr. McCann, I know, has been under a great strain here, as we all have. I should have a full committee here; instead I have to go along alone.

I hope that all of you will think of this situation as history. Mr. Padway and Mr. McCann, I hope that we can proceed with the rest of the hearing under a normal situation and process the business we have to do.

Mr. PADWAY. Mr. Chairman, you have my promise with respect to that in the courtroom here and in the proceedings. But with respect to Mr. McCann, I want the record to show I think he is the man he is, and not a gentleman.

Mr. KEARNS. Mr. McCann.

Mr. McCANN. Yes, sir.

Mr. KEARNS. You are willing to proceed with the witnesses?

Mr. McCANN. Delighted, sir. Mr. Chairman, there is only one thing I request, and none of this would have happened had Mr. Padway acceded to your repeated requests to follow the procedure which all of the members of the bar have followed during the past 2 weeks.

I have no desire to have any words with any counsel, and I think that we have enjoyed an unusually pleasant and agreeable hearing here for a matter of 2 weeks.

I am not concerned about the opinion of Mr. Padway nor his effort to threaten me, because I have tried at every moment of the proceedings to act in a manner that was truly representative of a counsel trying to do an honest job.

Now, Mr. Chairman, I have nothing further to say, except I very much regret the incident. I assure you it wouldn't have happened if Mr. Padway had ceased talking when you directed him to do so and had he not made a personal reference to me, which no man has ever

been able to do and no man will ever do as long as I am able to resist.

Mr. KEARNS. I have asked repeatedly, and I wish you people would adhere to it, we will have no expression from those in the courtroom pertaining to proceedings here.

Mr. McCANN. Mr. Chairman, may we proceed?

Mr. KEARNS. Go ahead, Mr. Counsel.

Mr. DOHERTY. Mr. Chairman and counsel, in view of the altercation, I think all of us have lost our trend of thought. I again respectfully request that last night's question be repeated.

Mr. McCANN. With pleasure. The question was:

Now, Mr. Doherty, it has been testified here that pressures had been brought to bear upon you by Mr. Hutcheson, and that this committee was so concerned at the time when they were interviewed by the Guild of Screen Actors, that you men had written your resignations as vice presidents of the American Federation of Labor and had them in your pocket. Is that true?

Mr. DOHERTY. What was the answer?

Mr. McCANN. The answer you made was, "That is absolutely untrue, so far as I am concerned, and the other vice presidents can speak for themselves."

Mr. DOHERTY. At that point, Mr. Chairman, I wish to reiterate what I said yesterday, and I beg your indulgence while I elaborate on the subject.

The American Federation of Labor convention was held in Chicago, Ill., during the month of October 1946. At that time a number of members of the Screen Actors Guild were in attendance at that convention.

I recall that the members of our committee met with the representatives of the Screen Actors Guild. To the best of my memory, at no time during that meeting was anything said about resignations.

However, I do personally have a hazy recollection of having met with some of the people representing the Screen Actors Guild in a personal way, and that hazy recollection—though I can't name the parties involved—is that I did say something to the effect that if our A. F. of L. committee was repudiated by either the convention of the American Federation of Labor or by the executive committee of the A. F. of L., that I would resign from the committee. That I definitely recall entering into the picture somewhere. And, as I say, I have a hazy recollection to that effect. That is my answer to the question, Mr. Chairman and counsel.

Mr. McCANN. Mr. Knight, did you make any such statement at all with respect to any resignation?

Mr. KNIGHT. I talked to no one about resigning as a vice president of the A. F. of L. I never heard of it before—never considered it.

Mr. McCANN. Did you talk to them—

Mr. KNIGHT. Neither did I have any resignation of any kind or character written out and in my pocket at any time.

Mr. McCANN. Did you talk about resigning from the council?

Mr. KNIGHT. I did not.

Mr. McCANN. Did you talk about resigning from the committee?

Mr. KNIGHT. No, sir.

Mr. McCANN. Did you, Mr. Birthright?

Mr. BIRTHRIGHT. No, sir.

Mr. McCANN. Did you say anything about resigning at all?

Mr. BIRTHRIGHT. No; I don't recall having even spoken about resigning to anyone.

Mr. McCANN. You never made a statement to anyone you were resigning as a member of the committee of arbitrators, or as a member of the council of the American Federation of Labor, or as a vice president of the American Federation of Labor? You never mentioned any resignation on those subjects?

Mr. BIRTHRIGHT. No.

Mr. McCANN. Now, Mr. Chairman, having cleared that up, we will proceed to review the testimony a bit.

Mr. KEARNS. Do you want to say anything further about that situation?

Mr. DONERTY. I think I have explained the situation, Mr. Chairman, as best I could, under the extreme circumstances that prevailed.

Mr. KEARNS. Mr. Padway, inasmuch as this was a controversial situation here, are you satisfied with the explanation?

Mr. PADWAY. Yes; I am satisfied with the explanation, Mr. Chairman. I think that covers the situation with respect to the resignations.

Mr. KEARNS. Thank you.

All right, Mr. Counsel.

Mr. McCANN. In the conversation which was conducted over the phone, there was one point in the phone call when Mr. Reagan asked Mr. Birthright a question, that question was that Mr. Hutcheson in Chicago had "told us there was more than one clarification written. I asked him if this was true." And there was no answer on that.

Mr. Birthright, do you recall that in the telephone conversation?

Mr. BIRTHRIGHT. No; I do not, Mr. Counsel; I do not. I don't have the records before me.

Mr. McCANN. Do you recall being asked that question?

Mr. BIRTHRIGHT. No; I do not.

Mr. McCANN. Was there more than one clarification written?

Mr. BIRTHRIGHT. There were two or three composed, counsel, but only one really written.

Mr. McCANN. Was more than one issued?

Mr. KNIGHT. No.

Mr. McCANN. I am asking Mr. Birthright.

Mr. BIRTHRIGHT. You mean the committee—I don't know what the offices of the American Federation of Labor did.

Mr. McCANN. I respectfully request, when I ask one of the members of the committee, that the other members shall refrain from suggesting to them an answer.

Mr. KEARNS. I think that is an understood procedure, Mr. Counsel.

Mr. McCANN. Yes; let's get back to it.

What was your answer to that, Mr. Birthright?

Mr. BIRTHRIGHT. My answer is this, counsel: That the committee attempted on two or three occasions to write what was called a clarification. It was never satisfactory until the last one that was brought in.

Mr. McCANN. Did you issue any before the last one?

Mr. BIRTHRIGHT. No; we never issued any.

Mr. McCANN. Were any issued by anyone else?

Mr. BIRTHRIGHT. Not that I know of. We brought what we composed into the council and discussed it and went back and tried to straighten it out or clarify it.

Mr. McCANN. Now, was the clarification issued by Mr. Green with or without your consent?

Mr. BIRTHRIGHT. I don't know, counsel, whether Mr. Green ever issued a clarification or not. If he did, I have no copy of it.

Mr. McCANN. Did you make a record of the clarification that was issued by you, the original clarification? Have you a signed copy of that clarification?

Mr. BIRTHRIGHT. No. If any clarification—any clarification which would have been made, any document would be in the files of the American Federation of Labor, which we don't have.

Mr. McCANN. I understand from Mr. Luddy's statement that Mr. Green had told Mr. Walsh there is no clarification in the files. Do you know whether that is true?

Mr. BIRTHRIGHT. I do not know that, Mr. Counsel. Would you let me elaborate a minute?

Mr. McCANN. Yes; we want you to get all the facts.

Mr. BIRTHRIGHT. You understand, I don't stay in Washington. What goes on in the American Federation of Labor offices in a routine way I know nothing about, so I couldn't answer those questions.

Mr. McCANN. When Mr. Reagan was testifying before the committee yesterday morning he explained the confusion in your telephone call as due to the fact that they were referring to one clarification which had been received and the members of your committee were referring to another clarification. Do you recall that?

Mr. DOHERTY. At that point will counsel yield?

Mr. McCANN. Yes; I will be delighted to.

Mr. KEARNS. I think we should—

Mr. DOHERTY. He is referring repeatedly to all three members.

Mr. KEARNS. Mr. Doherty.

Mr. DOHERTY. I beg your pardon.

Mr. KEARNS. I think Mr. Doherty was secretary and has the minutes. Any time the other two men make a statement, if you will yield to him.

Mr. McCANN. I will be glad to do it.

Mr. KEARNS. I think he has the data more clearly.

Mr. DOHERTY. I merely want the record to be straight.

Mr. KEARNS. That is right. That is what we want.

Mr. DOHERTY. Counsel has repeatedly referred to the telephone conversation which was recorded, and making the direct statements that the members of the committee—leaving the inference, of course, that all three members were involved in that telephone conversation.

Had I been in the United States, I would have undoubtedly been involved. I was abroad at that time. I hope the record is crystal-clear the telephone conversation was engaged in by Vice Presidents Knight and Birthright with the persons out here in California.

Mr. McCANN. That has been definitely stated several times, Mr. Doherty, so you won't have to be concerned about that.

Return to the question which I was trying to ask Mr. Birthright.

(The question was read.)

Mr. McCANN. Will you answer that question, Mr. Birthright?

Mr. BIRTHRIGHT. Didn't I answer it, counsel?

Mr. McCANN. No.

Mr. BIRTHRIGHT. The question you asked, as I understand it now, was that this group out here had a clarification issued by Mr. Green; is that correct?

Mr. McCANN. They had a clarification issued by someone. Who that was, I can't say. As I understand, the industry received a clarification from Mr.—

Mr. PRICE. Hutcheson.

Mr. McCANN. Hutcheson and the A. F. of L.—

Mr. PRICE. Central Labor Council received—

Mr. McCANN. Received one from Mr. Green.

Mr. PRICE. They were identical.

Mr. McCANN. They were identical. They were referring in the conversation here—and may I be excused while I ask Mr. Reagan—Mr. Reagan, where did you receive your clarification?

Mr. REAGAN. We didn't, sir. We read a clarification when we got into this thing—read the clarifications that had been received by the others.

Mr. McCANN. All right.

Mr. REAGAN. They tell me there was a copy mailed—

Mr. KEARNS. There was only one question asked. That was to Mr. Reagan.

Mr. McCANN. The question, if you will come back to it, sir—in this conversation they were referring to a clarification which they had and were reading from at this end and continually they referred to a paragraph starting such-and-such a way, and you said, "I don't have it in my clarification." Can you explain that?

Mr. BIRTHRIGHT. I didn't have any clarification they were speaking to me about at the time. I didn't have the records, Counsel.

Mr. McCANN. Didn't you have the clarification in front of you?

Mr. BIRTHRIGHT. No.

Mr. McCANN. Mr. Knight, did you have the clarification in front of you?

Mr. KNIGHT. When that conversation took place, I had no records whatever before me, as my own.

Mr. McCANN. Just one moment, Mr. Chairman.

I must refer to the record. May we have a 5-minute recess?

Mr. KEARNS. So ordered.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Now, Mr. Chairman, may I make a request, because it is impossible for me to read this and question the witnesses with all the flashlights—I am not trying to deny you boys anything you want. But if you will just be kind enough to shoot your pictures now and let me go on with the examination. I have to look right through to Mr. Birthright and it blinds me. I can't read this record and carry on a consecutive line of thought. If you have any pictures, I wish you would take them now; and, Mr. Chairman, let me not be interrupted for a while.

Mr. Birthright, you testified, I believe, a few minutes ago, you had several clarifications that were written; is that correct?

Mr. BIRTHRIGHT. Well, Counsel, we went out and wrote a clarification, or proposed clarification, and we came back into the room and we discussed it. Other suggestions were made, and we would go out and attempt to bring in a clarification that was acceptable.

Mr. McCANN. Oh; now, you went out of the room and wrote a clarification. Now, whose room are you talking about?

Mr. BIRTHRIGHT. Anteroom adjacent to the executive council meeting.

Mr. McCANN. You brought in your first clarification to the executive council and they had objections to that clarification, so you went out in the anteroom to write another one; is that correct?

Mr. BIRTHRIGHT. To correct the one.

Mr. McCANN. Have you got the first copy you wrote they objected to?

Mr. BIRTHRIGHT. I have not a copy.

Mr. McCANN. Have you got that, Mr. Doherty?

Mr. DOHERTY. No, sir.

Mr. McCANN. Do you have any of the copies of the clarifications you wrote prior to the adoption by the council of the clarification which you did finally agree on?

Mr. DOHERTY. No, sir, because the clarification of August 16, 1946, is the official document of the American Federation of Labor and it is the clarification that was finally agreed to by the entire executive council of the American Federation of Labor.

Mr. McCANN. Who made the objections to the first clarification which you prepared and brought in, Mr. Birthright?

Mr. BIRTHRIGHT. The committee. I didn't prepare it, Counsel. The committee prepared it. But you know there are about 15 men on that council, and I don't remember who really objected to it.

Mr. McCANN. Did Mr. Hutcheson object?

Mr. BIRTHRIGHT. He discussed the matter; yes. I don't know whether he was the first man or not.

Mr. McCANN. He discussed it?

Mr. BIRTHRIGHT. Yes.

Mr. McCANN. Did he make any suggestions as to how it should be written?

Mr. BIRTHRIGHT. He made lots of suggestions. We didn't write his suggestions into it.

Mr. McCANN. He made a lot of proposals to you?

Mr. BIRTHRIGHT. Not to us—to the council.

Mr. McCANN. Did you, in explaining this matter to the boys, comment on the fact that this clarification was written the way it was in order to create "a basket of words" so Mr. Hutcheson could have something to fight about?

Mr. BIRTHRIGHT. Mr. Counsel, I never made that statement to any living man.

Mr. McCANN. Did you, Mr. Knight?

Mr. KNIGHT. No, sir; I did not.

Mr. McCANN. Did you, Mr. Doherty?

Mr. DOHERTY. Again I remind counsel I was not involved in that telephone conversation.

Mr. McCANN. I am not talking about the telephone conversation. I am talking about when you made your directive, your clarification. I asked the question, when you were making your clarification, if it is a fact that you told the Screen Actors Guild representatives in Chicago that this clarification was "a basketful of words," which was what Mr. Hutcheson wanted, so he could have something to fight over.

Mr. DOHERTY. I don't recall ever using that expression in my lifetime. However, I agree with Vice President Birthright. We did

have several rough drafts. I don't know the exact number, but we did have them, and we finally arrived at this agreement which was the unanimous action of the executive council.

Mr. KEARNS. Mr. Counsel, Mr. Knight—

Mr. McCANN. I have asked Mr. Knight, and I will give him another opportunity to explain.

Mr. KNIGHT. I want to give my version of this directive. It was discussed in council meetings at the Drake Hotel in Chicago of August '46 at quite some length. I don't agree there were objections taken to it. It was suggested by various ones. This language conveys this: Probably if different words were used, it would be more clear; it would be easy and better understood.

We were then asked to see if we couldn't write up something, change the language some way to make it more clear. We went out in the office of the A. F. of L., next to the council meeting and wrote this so-called clarification.

We came in, and that was discussed at length. And the same thing. "Well, this word means so-and-so; and some other word comes nearer meaning just what those people out there will understand."

We went out and wrote the second one.

Mr. McCANN. Did Mr. Hutcheson explain to you the difference between construction and erection?

Mr. KNIGHT. Everybody talked about that. Mr. Hutcheson is not the only construction man on the council. There are numbers of them.

Mr. McCANN. Mr. Hutcheson was active in the framing—

Mr. KNIGHT. Oh, yes.

Mr. McCANN. And the wording and the composition of this directive, though, which clarified the decision of December?

Mr. KNIGHT. As was every other member of the council.

Mr. DOHERTY. Mr. Chairman, let me remind counsel that the decision of August 16 reads, in the very first line, "Pursuant to instructions handed down by the executive council at its session held August 15, 1946, the Hollywood jurisdictional committee reviewed the work division," et cetera. Pursuant to the instructions handed down by the executive council.

Mr. McCANN. I understand.

Mr. DOHERTY. May I ask a question, Mr. Chairman?

Mr. KEARNS. No objection.

Mr. DOHERTY. We got here late through no fault of our own. We got here yesterday afternoon and, of course, we missed the testimony given at the morning session. Likewise, we weren't here last week because our subpoenas were not served on us until Wednesday of last week, August 13. It seems to me that the whole hearing or investigation could be conducted in a better way if our committee makes an offer of assistance and again, in keeping with our previous pledge that we would cooperate to the fullest extent with this subcommittee of the House Committee on Education and Labor.

We now offer, Mr. Chairman, to submit ourselves to cross-examination by any of the witnesses who have testified heretofore or who will testify hereafter, providing, of course, that we as members of the committee will have the same privilege. I make that request officially.

Mr. McCANN. Mr. Chairman, I move the request be denied as being contrary to the congressional procedure. It isn't customary in any procedure for others to ask questions. It is customary for counsel of the committee to ask the questions submitted—questions which he desires and any questions submitted by parties in interest.

Mr. KEARNS. Mr. Doherty, I would like to say, in response to that, that in the cross-examination of you your counsel may, naturally, ask questions and if the group who testified yesterday or any other day are upon the stand, they will be asked further questions. Then you will have the opportunity, through your counsel, of having our counsel ask them any questions you wish to present to them. That has been our procedure.

Mr. DOHERTY. Then, Mr. Chairman, may I ask another question?

Mr. KEARNS. Surely.

Mr. DOHERTY. Will we, in keeping with congressional customs and practices, be given an opportunity to review the transcript?

Mr. KEARNS. That is public property. You can have any opportunity you want to review the transcript.

Mr. McCANN. But not to change any of the testimony you have given under oath.

Mr. DOHERTY. That, Mr. Chairman and counsel, is thoroughly understood by the representatives of the A. F. of L. We appreciate your courtesy in the matter and the committee will gladly review the transcript of all those who have testified heretofore and we will do so in the presence of anyone designated by the chairman of this very important committee.

Now, Mr. Chairman, I want to make one statement for the record, because it seems to me that there may be some misunderstanding.

I want the record to show in behalf of this committee that dispute as to what was said yesterday morning, which we read about in the newspapers, where the committee of the American Federation of Labor thoroughly appreciates the fact that the members of the Screen Actors Guild were working indefatigably to straighten out the jurisdictional difficulties at Hollywood.

We were thoroughly in sympathy with their aims and objectives. Our committee appreciates the fact that they came to Chicago and that they devoted so much time and effort to their painstaking situation. I want that in the record.

Mr. KEARNS. No objection, I am sure, Mr. Doherty.

Mr. McCANN. May we proceed?

Mr. KEARNS. Yes.

Mr. McCANN. Mr. Chairman, it was testified by Mr. Arnold that he talked with Mr. Birthright in Chicago. This is from the testimony of Mr. Arnold with respect to a telephone conversation that he had with Mr. Birthright after the telephone conversation with the large group.

Mr. PRICE. Mr. Knight.

Mr. McCANN. Was it Mr. Knight?

Mr. PRICE. I believe so.

Mr. BIRTHRIGHT. It wasn't me.

Mr. McCANN. It was Mr. Knight. I will have to turn to Mr. Knight. I saw only Mr. Birthright's name.

Starting over, Mr. Knight, it was testified by Mr. Arnold yesterday that he told you over the phone about the telegram which he had received from Mr. Birthright and he asked you did you know about it. You said "No"; is that correct?

Mr. KNIGHT. Yes, sir.

Mr. McCANN. And that he said, "Didn't you know that Mr. Birthright sent this telegram?" And you said, "No; I don't know what the other fellow did." Is that accurate?

Mr. KNIGHT. That is correct.

Mr. McCANN. And that Mr. Arnold said, "Will you listen to this just a minute? This is the thing we didn't hear of yesterday and we are trying to find out now where it came from. I read to him 'erection and assembling upon stages.' And I said 'Did you hear anything like that?'" Is that correct?

Mr. KNIGHT. I can't recall just the language. He talked about that, as I recall. What the language was, I wouldn't attempt to say.

Mr. McCANN. And that you replied, "Well, he said, 'Yes, I think we did something like that. I am not sure.'" Is that correct?

Mr. KNIGHT. Yes, sir; because I didn't have the records. I think I mentioned that. It was only from memory.

Mr. McCANN. Well, let me read that once more to you and tell me this: "Does this in any way change your original decision and your original definition of the decision?" Did he read something to you and ask you that?

Mr. KNIGHT. There have been so many I can't tell you whether Mr. Arnold did or not; probably did.

Mr. McCANN. Did you say, "No, it does not?"

Mr. KNIGHT. Our classification states that definitely.

Mr. McCANN. It didn't change the decision?

Mr. KNIGHT. Did not change the original decision of December 26.

Mr. McCANN. Now, Mr. Chairman, I notice in the record that there is an error in giving Father Dunne's address as the University of California. It has been requested that be changed to Loyola. I assume there is no objection to that?

Mr. KEARNS. No objection.

Mr. McCANN. Now, gentlemen—and I address this remark to the secretary—three members of the Screen Actors Guild yesterday advised us they met with you in Chicago. It was testified by Mr. Reagan, corroborated by Mr. Arnold and by another gentleman, that you three arbitrators opened by " * * * " informing us they were meeting us as three individuals, that they no longer constituted an official body or an arbitration board under the rules of arbitration. They informed us that they had ceased to exist as an arbitration board when they handed down their directive in December 1945." Is that a correct statement?

Mr. DOHERTY. That is substantially true. However, counsel repeatedly refers to this committee as an arbitration board.

Mr. McCANN. I am reading that from the record.

Mr. DOHERTY. Whoever said it, Mr. Chairman and counsel, we were not an arbitration board. We were a committee representing the executive council, instructed to conduct an investigation and to make a decision. It was not an arbitration board. I would like the record to be clear on that point.

Mr. KEARNS. Mr. Doherty, weren't you more of a study group of the situation, to recommend a settlement if possible?

Mr. DOHERTY. No, Mr. Chairman; it is correct we were a study group to carry on an investigation and at the end of a 30-day period to hand out a decision. We had a terrific job of handling down a definite decision within 30 days after we came here.

There is another element that enters that picture that will be helpful to your committee. We were told by the representatives of several unions—I am relying on my memory now—that contracts would expire on December 31, 1946, and because of that fact they would like the decision handed down before the first of the year, so that still further complicated matters and rushed us into this decision that was handed down.

Insofar as I am concerned, the directive is still in full force and effect, and I think the committee's position on that a proper position.

Mr. McCANN. That the directive of December 26, 1945, is still in effect?

Mr. DOHERTY. That is correct.

Mr. McCANN. All right. Now, did you or did you not say to the Guild Actors, Mr. Doherty—and I would like to have a yes or no on this—that you ceased to exist as an official body, whether you call it an arbitration board or not, when you handed down your directive in December 1945?

Mr. DOHERTY. Do I think that is a true statement?

Mr. McCANN. Do you agree with that, Mr. Knight?

Mr. KNIGHT. Yes; I think I am the chap that made that statement to the representatives of the guild in parlor D at the Morrison Hotel.

Mr. McCANN. Did you hear that, Mr. Birthright, and do you agree with it?

Mr. BIRTHRIGHT. I agree it was no longer an official committee, but I didn't hear the conversation.

Mr. McCANN. Was your action of August 1946 unofficial and an action taken by you after you ceased to have official standing?

Mr. BIRTHRIGHT. We were directed by the council.

Mr. DOHERTY. I will again call counsel's attention to the first line of these instructions of August 15: "Pursuant to instructions handed down by the executive council at its session held August 15, 1946, * * *." They then and there instructed us to go out and bring in a clarification. I think that is very clear.

Mr. McCANN. That is very clear.

Mr. DOHERTY. In the clarification.

Mr. McCANN. That is very clear, indeed. It is also true, is it not, Mr. Doherty, that your original task was agreed upon by all of the unions in question? I believe that you so testified yesterday.

Mr. DOHERTY. The answer is "Yes."

Mr. McCANN. It was the covenant of that group that you should come out here, and first there should be 30 days in which the unions were to settle their problems, and if they didn't settle it, then you had 30 days in which to make a decision as to how they should be settled; is that correct?

Mr. DOHERTY. That has been correctly stated, Mr. Chairman.

Mr. McCANN. When you handed down your decision, was there ever a communication directed by your committee to the parties who

entered into that contract or agreement advising them that you were going to clarify your decision in December?

Mr. DOHERTY. When we handed down our decision, is that the time sequence there?

Mr. McCANN. After you handed down your decision, did you ever communicate at all with the unions involved that had entered into this covenant and inform them you were going to clarify that decision?

Mr. DOHERTY. Not to my knowledge.

Mr. McCANN. And get their approval of that?

Mr. DOHERTY. Not to my knowledge, Mr. Chairman.

Mr. McCANN. Then, in other words, the action taken by you was without the knowledge and without the consent of the parties who originally authorized you to render a binding decision?

Mr. DOHERTY. I am sorry, Mr. Chairman, I didn't get that question.

Mr. McCANN. Read the question.

(The question was read.)

Mr. DOHERTY. When you say "the parties who authorized," are you referring to the executive council?

Mr. McCANN. Who authorized your committee. I am speaking of all of the unions now that you stated entered into this binding agreement.

Mr. DOHERTY. Mr. Chairman, counsel should realize that we were appointed by the executive council of the American Federation of Labor.

Mr. McCANN. That is right. To do a job that certain unions and industry had agreed should be done.

Mr. DOHERTY. That is correct.

Mr. McCANN. And you never informed any of those individual unions or industry that you were going to undertake to clarify what you had done officially and what had been binding upon them.

Mr. DOHERTY. To the best of my knowledge, the answer is "No."

Mr. BIRTHRIGHT. Maybe I can help you on that.

Mr. McCANN. We will be glad to have you do so.

Mr. BIRTHRIGHT. The people who objected to the agreement—or, rather, the decision—was Walsh, of the IATSE, and Mr. Hutcheson. Both Mr. Walsh and Mr. Hutcheson conferred with President Green in January, following the rendering of the decision; and President Green, in their presence, conferred with this committee. To my knowledge, and if I can recall properly, they were the only two men representing any of the involved unions that had any kick to make. And on that premise, the executive council, as he has read to you, instructed us to try to render a clarification.

Mr. McCANN. Didn't industry bind itself at that time, sir, at the same time that the unions did, to be bound?

Mr. BIRTHRIGHT. Yes; it was told here yesterday the representatives of the movie industry, Mr. Johnston, Mr. Nelson—

Mr. McCANN. They obligated themselves under that, and they were operating under your decision at the time you went into this conference at the instructions of the council to clarify it?

Mr. BIRTHRIGHT. Those involved unions were present at the council meeting, and Mr. Johnston and Mr. Nelson, when it was agreed that a committee should be appointed to render the decision, and they would be bound by it.

Mr. McCANN. And you rendered your decision and your official task as the representative of these several groups, who had obligated themselves to be bound by that decision, was completed?

Mr. BIRTHRIGHT. So far as we were concerned at the moment; yes.

Mr. McCANN. At the moment. But your power, even though it did not exist, was exercised in August in the clarification?

Mr. BIRTHRIGHT. By instructions of the executive council.

Mr. McCANN. But not by the instructions of the several unions that had signed up, nor by the instructions of the industry?

Mr. BIRTHRIGHT. We weren't taking instructions from the industry, under no circumstances. They agreed to put our findings in effect.

Mr. McCANN. When you held your meeting here, who were the representatives of industry with whom you consulted, Mr. Doherty?

Mr. DOHERTY. We contacted Paramount. I don't recall the gentleman's name. It is probably in the record here somewhere.

Mr. McCANN. Was it Mr. Boren?

Mr. DOHERTY. Yes; Mr. Boren is correct. And we went through Paramount Studio in Mr. Boren's company. That was our official contact with the industry.

Mr. McCANN. How long were you there, sir?

Mr. DOHERTY. At Paramount?

Mr. McCANN. Yes.

Mr. DOHERTY. We went through on a Saturday morning, December 8, 1945. I would say that we were there—this is from memory, now—I would say some 3 or 4 hours, because we had an afternoon meeting scheduled at the Roosevelt Hotel in Hollywood, and we came back and held a final meeting that afternoon.

Mr. McCANN. That was the only contact which you had with industry?

Mr. DOHERTY. To the best of my knowledge; yes, sir.

Mr. McCANN. Tell me, Mr. Doherty, what effort did you make to ascertain whether the unions had reached any agreement during the 30 days prior to your coming there?

Mr. DOHERTY. Immediately upon our arrival in Hollywood, we called all of the groups together, the seven unions involved, and I should say here and now that there are other crafts in the motion-picture industry which were not involved in the dispute, such as the teamsters and others, who were not a party to the dispute.

We had these representatives of the seven unions present in the Roosevelt Hotel, and we asked them the definite question as to whether they had reached any agreements among themselves.

As I said yesterday, very definitely, in my testimony, Mr. Chairman and Counsel, we not only requested them to settle their dispute before we moved into the picture, but we literally begged those men to get together and exercise some degree of collective common sense so this committee would be relieved of the responsibility of handing down a decision. There was only one answer relative to an agreement, which affected a local of the IATSE and a local of the carpenters relative to "grip" men.

Therefore, we took no testimony whatever on the issue of "grip" men. That was the only one that had any agreement whatsoever. I understand even that one has been challenged since; I am not certain.

Mr. McCANN. Do you know who executed the contract between the "grip" men—motion picture studio "grips," local No. 80? Do you know who executed that for them?

Mr. DOHERTY. No; I would assume they were the constituted legal officials of the union.

Mr. McCANN. Did you receive the contract in evidence?

Mr. DOHERTY. No; we did not.

Mr. McCANN. Do you know who executed the contract on behalf of the motion picture studio carpenters' local 946?

Mr. DOHERTY. No; I cannot quote from memory.

Mr. McCANN. Do you recall that the contract, or did anyone inform you that the contract between the "grips" and the carpenters dealt with the very problem which you made a decision on with respect to set erection in December 1945?

Mr. DOHERTY. We were not so informed.

Mr. McCANN. You made your decision without this contract between the "grips" and the carpenters being in evidence at all?

Mr. DOHERTY. Mr. Chairman and counsel, we were definitely instructed by the executive council of the A. F. of L. if there had been any agreements between the 30 days, that that particular agreement would not be a part of our investigation.

Mr. McCANN. Mr. Chairman, I would like to read a portion of this to the witnesses before proceeding.

Mr. KEARNS. No objection.

Mr. McCANN. I think perhaps the suggestion of Mr. Cobb is very wise. We will let the gentlemen look over this. We do not want to take any advantage of them. I would like for you to be familiar with it before I interrogate you about it.

Mr. DOHERTY. May I have some of my records back?

Mr. KEARNS. Surely. They are always available to you.

We will recess for 5 minutes.

(Short recess taken.)

Mr. KEARNS. Let's have order, please.

Mr. Counsel, the witnesses have decided they have had ample time to examine the contract. Proceed.

Mr. DOHERTY. Before counsel proceeds, I should like to correct the record, through inadvertence for which I apologize. I find that the agreement was submitted as a part of the evidence by the carpenters' union. However, it was not considered in our December 26, 1945, decision because it was looked upon as an agreement between two locals of two international unions.

Mr. McCANN. Now, may I have a copy of the directive—I mean the original order of the executive board.

So you paid no attention to the contract which was entered into between motion picture studio grips' local 80 of the IATSE and motion picture studio carpenters' local 946 of the United Brotherhood of Carpenters and Joiners of America, which was made on the 13th day of November 1945, because of the fact that it was not an agreement between the international unions?

Mr. DOHERTY. No; I did not say that, Mr. Chairman and counsel.

Mr. McCANN. What did you say?

Mr. DOHERTY. I said that we understood it to be an agreement between two locals of the international unions involved, and because two of the locals of two international unions reached an agreement, the committee was so elated that we thought the agreement was pre-

sented in good faith by both parties, and therefore we did not investigate the agreement because our specific instruction from the council was that the unions themselves would have 30 days in which to settle their own disputes, and here were two unions that apparently had settled their own dispute.

Mr. McCANN. Did you know, Mr. Doherty, what the work was that had been done by the grips prior to your decision?

Mr. DOHERTY. We were told that they were largely handy men around the studios who transported the finished products either from the carpenter shop or the property shop, as the case may be, or any other shop, to the sets, the locations, and the stages. That is my memory, Mr. Chairman.

Mr. McCANN. Is that your memory, Mr. Knight?

Mr. KNIGHT. Yes.

Mr. DOHERTY. Is that your memory on it?

Mr. KNIGHT. Well, that is approximately correct.

Mr. McCANN. And what about you, Mr. Birthright?

Mr. BIRTHRIGHT. That is the way I understood it.

Mr. McCANN. It was your understanding that the grips had nothing to do with the erection of sets on stages?

Mr. DOHERTY. That is my memory, Mr. Chairman and counsel.

Mr. McCANN. It was your understanding that the grips were just the common laborers who brought the material from the workshops to the stages and took it away. Is that right?

Mr. DOHERTY. Well, Mr. Chairman, there are no common laborers.

Mr. McCANN. I don't mean to reflect on the laborers, but is that what you meant that they did?

Mr. DOHERTY. The laborers, yes.

Mr. McCANN. It was your understanding that the grips had no duties to perform on the stages for the IATSE?

Mr. DOHERTY. I am relying on memory again. My memory is that somewhere in the discussion they dismantled some of the property or the material that had been assembled on those sets and locations.

Mr. McCANN. And either stored that material or burned it—destroyed it?

Mr. DOHERTY. I think that is correct.

Mr. McCANN. But they had nothing to do with the erection of sets on stages?

Mr. DOHERTY. That was our understanding.

Mr. McCANN. And when you made your directive, you gave nothing in the way of stage work to the grips at all, did you? I am referring to section 8 on page 8 of the award. You gave the erection of sets on stages to the IATSE, did you not?

Mr. DOHERTY. That is correct, Mr. Chairman, except as provided in section 1.

Mr. McCANN. I understand that; and you gave no authority, and it was not your intention to give any new authority, other than the labor that you have indicated, to the grips?

Mr. DOHERTY. Mr. Chairman, we did not decide the controversy that existed between the grips and the carpenters, or the local of the carpenters' union and the local of the IATSE, because, as I have said previously, an agreement had been entered into, and therefore we did not want to interfere with that agreement.

Mr. McCANN. Did you know when you made this decision that the language used in your directive—"erection of sets on stages, except as provided in section 1"—took all of the previous historical construction rights of the carpenters away from them and all of the previous historical rights of the grips away from them?

Mr. DOHERTY. As I said yesterday, Mr. Chairman and counsel, that was not our intention.

Mr. McCANN. But you gave nothing to the grips; you gave it to the IATSE.

Mr. DOHERTY. I think it should be repeated here for the record that we copied that part of the directive, or the decision, from the February 5, 1925, agreement; that is correct.

Mr. McCANN. Who furnished you with a copy of the agreement known as the 1926 agreement? Would your records show who furnished that?

Mr. DOHERTY. No; our records would not show. As I recall—and I am not certain—as I recall, quoting from memory, I think it came from the electrical workers. I am not sure.

Mr. McCANN. You think it came from the electrical workers. Now, I am going to ask you whether or not, when the Screen Actors Guild appeared in Chicago, you explained to those men, as set out in your directive, or your decision of December 1945, that you had before you three courses of action as a committee; and you decided not to follow through with the first and second courses of action because they were not wise, and then you decided finally that the course of action that you would base it upon was the historical background of the duties and the activities of these unions. Is that correct?

Mr. DOHERTY. I think that is a fair statement.

Mr. McCANN. Do you agree with that, Mr. Birthright?

Mr. BIRTHRIGHT. Yes; from a historical point of view.

Mr. McCANN. Do you agree with that, Mr. Knight?

Mr. KNIGHT. I think that is substantially correct.

Mr. McCANN. Now, then, when they came to you and when these men came from the Screen Actors Guild and the actresses from that guild came to you and asked you the question, "How do you explain your August clarification?" did you or did you not, Mr. Doherty, reply: "We never should have made it"?

Mr. DOHERTY. I do not remember, Mr. Chairman.

Mr. McCANN. Do you, Mr. Birthright?

Mr. BIRTHRIGHT. No, sir; I didn't make it.

Mr. McCANN. You know you didn't say that?

Mr. BIRTHRIGHT. I know I didn't.

Mr. McCANN. How about you, Mr. Knight?

Mr. KNIGHT. I think I made the statement that every time you issue an interpretation or a clarification you add confusion, and that interpretation will have to be interpreted later, so it is just one interpretation on top of another and just a vehicle for further confusion.

Mr. McCANN. Now I am quoting from the language of Mr. Reagan before this committee yesterday morning:

Did you, or either of you, make this statement to the Screen Actors Guild: "When we wrote the August clarification as a result of the 8 months' ceaseless pressure on the part of Big Bill Hutcheson, Mr. Hutcheson wanted a basket of words."

Mr. DOHERTY. We have already answered that question. The answer is "No."

Mr. KNIGHT. I never made any such statement.

Mr. BIRTHRIGHT. Emphatically, no.

Mr. DOHERTY. If the chairman will permit, I think, at this point, in fairness to the actors and ourselves, it should be said that we did tell the actors that we knew full well that the moment we crossed a "t" or dotted an "i" that we, as a committee of the executive counsel, were then admitting to some extent that there must have been an imperfection in the original directive that we handed down on December 26, 1945, and I think that is perhaps what you have in mind, or Mr. Reagan had in mind during his testimony.

Mr. McCANN. Now, then, it was testified before us yesterday that you gentlemen made the following statement to the Screen Actors Guild: "Any other clarification would be just another basket of words. We have made the one mistake and we don't want any further pressure." Did you make that statement?

Mr. DOHERTY. No, sir.

Mr. McCANN. Did you, Mr. Knight?

Mr. KNIGHT. I made no statement of that kind.

Mr. McCANN. Did you, Mr. Birthright?

Mr. BIRTHRIGHT. No, sir.

Mr. McCANN. I want you to answer anything you have in mind.
Mr. Knight.

Mr. KNIGHT. I never made a statement of that kind. I may have said that the more interpretations there are issued, the more confusion there would be, and it is my position that we shouldn't render any more.

Mr. McCANN. Did Mr. Reagan ask you gentlemen the following question: "What kind of pressure do you mean?" And did you reply: "To explain that would be to go into the internal politics of the A. F. of L."

Mr. DOHERTY. I recall the question, Mr. Chairman and counsel, but I am not quite so certain that that was the answer. I think our answer was something like this, that the presidents of two large international unions, the IATSE and the brotherhood of carpenters, were in disagreement over the decision handed down December 26, 1945, and that because of the disagreement much turmoil existed in Hollywood and therefore the executive council was again considering the situation. I think it was something like that that I answered. Of course, no transcript was taken, Mr. Chairman and counsel, and unfortunately I am not a movie actor. Just 5 years ago I left the city of Cincinnati, Ohio, where I carried mail for 19 years, I am proud to say, and I have been in Washington these past 5 or 6 years—nearly 6 years now—and therefore I did not commit to memory everything that was said in the conference at Chicago, but I have a fair recollection of our ceaseless efforts to help the Screen Actors Guild and everyone else identified with the Hollywood dispute, so that the turmoil and the strife that existed out here could be stopped and so the people could go back to work and earn their bread and butter.

Mr. McCANN. Now, may I ask the question again? I want to ask it of Mr. Knight. Mr. Knight, do you remember the question, "What kind of pressure do you mean?" and that your group replied "To ex-

plain that would be to go into the internal politics of the A. F. of L."?

Mr. KNIGHT. I don't recall making any such statement about A. F. of L. policy.

Mr. McCANN. Do you recall that, Mr. Birthright?

Mr. BIRTHRIGHT. No; I do not.

Mr. McCANN. Do you recall that, Mr. Doherty?

Mr. DOHERTY. I have already said I don't recall.

Mr. McCANN. Now, gentlemen, I want to read to you some testimony which occurs in the record on this question of resignations—read it just as it occurred before us—so that you may have a chance to make any other and further corrections you deem advisable.

Mr. REAGAN. They told us they had their written resignations in their pockets, these three international vice presidents, their resignations to the executive council of the A. F. of L., if the executive council reversed their December directive.

Continuing, omitting the statement of Mr. Somerset.

Mr. McCANN. When did they have these resignations in their pockets?

Mr. REAGAN. I understood while they were sitting there.

Mr. McCANN. Right there?

Mr. REAGAN. Yes.

Mr. McCANN. They had their resignations in their pockets?

Mr. REAGAN. That is my understanding.

Mr. McCANN. If they were forced to make any further clarification.

Mr. REAGAN. Or if their December arbitration was reversed by the executive council.

Mr. McCANN. The December award?

Mr. REAGAN. Yes.

Mr. McCANN. You still haven't completed what you told me the other day with respect to the pressures that were brought to bear upon them. There is something more you left out there. Can you recall that?

Then he goes into another subject. Now, I wonder if that refreshes the recollection of any of you and if you want to make any further statement about that.

Mr. DOHERTY. Mr. Chairman and Counsel, as God is my judge and I am under oath, I swear that I have never written out my resignation as a vice president of the executive council of the A. F. of L. or my resignation as a member of this committee. I stand, Mr. Chairman and Counsel, on what I said at the opening of this morning's hearing relative to having a hazy recollection of having discussed this problem with the representatives of the Screen Actors Guild.

Mr. McCANN. Now, gentlemen, I read from the testimony again. Mr. Reagan is still testifying. He said:

The three men said there was never any doubt as to what they meant. There was no doubt on the part of Mr. Hutcheson as to what they meant. That is why he wouldn't accept it, because they said, "We intended to give the jurisdiction over set erection to the IATSE with the exception of mill and trim work."

Is that true or false?

Mr. DOHERTY. I don't remember, Mr. Chairman and Counsel, but it is probably true that we said that.

Mr. McCANN. What do you say to that question, Mr. Knight? Do you want it read over?

Mr. KNIGHT. It might have been said, but I don't recall saying it.

Mr. McCANN. What is your answer, Mr. Birthright?

Mr. BIRTHRIGHT. I don't recall it.

Mr. DOHERTY. Mr. Chairman, doesn't it stand to reason that in the decision handed down December 26, 1945, that we did give the jurisdiction over the erection of sets on stages to the IATSE with the exception—may I read it correctly:

Section 8, erection of sets on stages, except as provided in section 1.

That is a definite, bona fide fact. Now section 1, Mr. Chairman, reads as follows:

It is understood by both parties that members of the IATSE are recognized to have jurisdiction—to have charge of, to adjust and operate—

Beg pardon. Section 1 reads:

All trim and mill work on sets and stages.

Now, I frankly confess that I have never been a carpenter in my life. I have been a telegraph operator, such as the distinguished chairman of this subcommittee. However, the distinguished chairman was at one time in the construction business in Chicago, Ill., according to his biography in the Congressional Directory, and I think the distinguished chairman, in this instance, could give us a definition of trim and mill work. If I understand the meaning of mill work, it means practically anything that a carpenter does; and I think at this time, Mr. Chairman, if you and counsel will permit, it would be well for me to give a brief description of our visit to Paramount relative to the carpenter shop and the property shop. I will do so very briefly.

Mr. McCANN. If you will just wait and let me finish these questions that I have to ask, then you may come back to that, but I don't want to divert my questions. I want an answer to the question. You have said now, "We probably said that," and I want to call your attention to three sentences back, and I also ask you if this was correct: "The three men said there was never any doubt as to what they meant." Did you three men say that to them?

Mr. DOHERTY. There has never been any doubt in my mind as to what I meant.

Mr. McCANN. Was there any doubt as to what you meant, Mr. Birthright?

Mr. BIRTHRIGHT. No.

Mr. McCANN. Mr. Knight?

Mr. KNIGHT. No.

Mr. DOHERTY. Mr. Chairman, I wanted to explain—

Mr. McCANN. I am trying to confine it to this paragraph.

Mr. DOHERTY. Now, Mr. Chairman, I would like to request—

Mr. KEARNS. I think the question ought to be restated there.

Mr. McCANN. All right. I am quoting from Mr. Reagan. Mr. Reagan says, "The three men"—referring to you—"said there was never any doubt as to what they meant." Now, I ask you gentlemen—

Mr. KEARNS. Well, Mr. Counsel, meant pertaining to what?

Mr. McCANN. That is the end of the sentence, sir, as to what they meant in their declaration, in their decision. That is what they are talking about. If I have to read back the sentence, I can do so. Strike that and we will start over.

Now I am going to read the testimony, Mr. Chairman, from two paragraphs back, so that the gentlemen will know just what Mr. Reagan is talking about:

We said, "We have been under the impression there was a misunderstanding as to what the December arbitration award meant, and that that has caused the entire difficulty"—that one side claimed the August clarification did not reverse the December award, it merely reversed the interpretation of it. It had been wrongly interpreted in December.

The three men said there was never any doubt as to what they meant. There was no doubt on the part of Mr. Hutcheson as to what they meant. That is why he wouldn't accept it.

Now this is the question to you three gentlemen: Did you say those things?

Mr. BIRTHRIGHT. I don't recall it.

Mr. KNIGHT. I don't recall making a statement of that character.

Mr. DOHERTY. Up to the last sentence. Mr. Chairman, I have a recollection that I may have said it or something along those lines, but I don't recall having said, "That is why he would not accept it," meaning Hutcheson, I assume, in this instance.

Mr. McCANN. That is correct.

Mr. DOHERTY. I don't recall that.

Mr. KNIGHT. Mr. Chairman, isn't it reasonable to assume that we knew what we meant by everything we put in the December 26 decision? We knew others might not know and, of course, they took exception. They placed a different interpretation on it, and I would not attempt to say what it meant, because I have not read that decision since then.

Mr. McCANN. Now, if I may proceed. Mr. Reagan now is asking you gentlemen a question or presenting a question to you, let us say:

We said, "Do you intend that the sets should be built on the sound stage by the IATSE, with the exception of mill and trim work?"

They said, "Yes; that is exactly what we meant."

Is that correct, Mr. Doherty?

Mr. DOHERTY. That is probably correct, Mr. Chairman.

Mr. McCANN. Is that correct, Mr. Knight?

Mr. KNIGHT. I think it is substantially so, as far as I recall.

Mr. McCANN. Is that correct, Mr. Birthright?

Mr. BIRTHRIGHT. Yes.

Mr. McCANN (reading):

I believe it was Mr. Doherty of the mailmen who said, "Why shouldn't it be?" He said, "That is an entertainment industry, and historically the IATSE has been an entertainment union. Why shouldn't they have the right to do the work in the entertainment business? Certainly they can't go out and compete with the building-trades business."

Is that a correct quotation from you, Mr. Dougherty?

Mr. DOHERTY. That is largely correct; however, I think I confined it to sets on stages and location. That is my memory.

Mr. McCANN. "We used all the words"—this is Mr. Reagan in his testimony, and he is addressing a question to you men—"you mean construction, erection, building of a set?" They said, "Yes." Is that correct?

Mr. DOHERTY. Mr. Chairman, I do not recall that, but if it was said, it certainly would not be in keeping with the directive we handed down on December 26, 1945.

Mr. McCANN. What is your answer to that, Mr. Knight?

Mr. KNIGHT. I think we proceeded on the assumption most of the time that erection and construction and building were synonymous words, and that may have been said.

Mr. McCANN. You think it may have been said?

Mr. KNIGHT. Might have been; yes.

Mr. McCANN. What do you say, Mr. Birthright?

Mr. BIRTHRIGHT. I wouldn't say, because I don't think I would sit idly by and give away the work of the carpenters to somebody that it didn't belong to, and I think the stage hands had their right in the premises, on the stage, and I don't recall this conversation.

Mr. McCANN. Now, I am asking you men a question, and this is the testimony again of Mr. Reagan:

We said, "We have been instructed by our membership to back arbitration machinery."

Do you recall that statement, Mr. Doherty? "We have been instructed by our membership to back arbitration machinery." Mr. Reagan is talking to the committee.

Mr. DOHERTY. He may have said it, but I don't recall it.

Mr. McCANN. Do you recall it, gentlemen?

Mr. BIRTHRIGHT. The only thing I can remember, Counsel, is that there was a certain resolution in the convention on the subject matter; that is all.

Mr. McCANN. Proceeding with his statement:

Do you mean to tell us that the first vice president of the American Federation of Labor is deliberately and willfully flouting the very principle of arbitration by blocking the award?

That is a question to you gentlemen, and your answer was, "Yes." Is that true or false?

Mr. DOHERTY. I don't recall anything like that, Mr. Chairman.

Mr. McCANN. Do you recall that, Mr. Knight?

Mr. KNIGHT. I haven't any recollection of it. Now, Mr. Chairman, we were through on December 26 when we signed and placed that decision in the United States mail, under the directive, if you will study that carefully. We have tried to forget this and it should not be expected that our memory would be as clear as has been that of Mr. Reagan and these other gentlemen who are here with that thing every day.

Mr. McCANN. You may have been through in December, but you certainly acted again in August.

Mr. KNIGHT. We didn't act as a committee; on instructions from the executive council, we wrote that directive.

Mr. McCANN. You didn't act as a committee, but you acted under the instructions of the executive council.

Mr. KNIGHT. That is right.

Mr. KEARNS. Mr. Council, I want to interrupt at this time. We have been here quite a while.

Before recessing for lunch I want to say I do feel this in justice to this committee that we must bear in mind at all times that they are not in the movie industry, they are not employed in phases of this work, and they were merely appointed, as I would designate their appointment, as a study group here and after the study was

made that they would hand down a decision as to what could be done in regard to settlement.

Now, lots of times I am sure their terminology of phases of the work here might be misconstrued, because of their not being associated with this type of work.

I feel that they, Mr. Counsel, are doing great service to this committee in being here, because their finding, obviously, and the interviews had with the actors guild and management of the other groups is going to be a great factor in assisting us here in getting the proper testimony into the record whereby we may be able to lay our fingers on the possible cause of this jurisdictional strike.

Mr. McCANN. I think, Mr. Chairman, you are correct in that.

Mr. KEARNS. And I think that we can proceed under this principle this afternoon, and we will reconvene at 2 p. m. We stand adjourned.

(At 11:55 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order.

As we start the afternoon session I hope everybody will be as quiet as possible. We are trying to accommodate the group that wants to hear the hearings. As long as your conduct is such that we can leave as many in the courtroom as possible, I am glad to accommodate. Counsel.

Mr. McCANN. Yes, sir.

TESTIMONY OF FELIX H. KNIGHT, WILLIAM C. BIRTHRIGHT, AND WILLIAM P. DOHERTY—Continued

Mr. McCANN. Mr. Birthright, I believe you testified this morning at the time of the telephone conversation with the representatives of the guild in Los Angeles that you did not have the directive, or any of the interpretations of the directive, or clarification of the directive, before you; is that correct?

Mr. BIRTHRIGHT. That is correct.

Mr. McCANN. I call your attention to the telephone conversation, Mr. Birthright, in which the following is said:

Mr. TINSDALE. Mr. Birthright, I am sorry to keep interrupting, but apparently there is a difference in the language of the memorandum which you have before you and the memoranda which we have.

Did you have anything before you?

Mr. BIRTHRIGHT. I had notes—memorandum notes.

Mr. McCANN. You had a memorandum note before you?

Mr. BIRTHRIGHT. I didn't have the official document at all.

Mr. McCANN. You had no official document at all?

Mr. BIRTHRIGHT. No.

Mr. McCANN (reading) :

Mr. Birthright answered, "I have no memoranda. I have the full actual report."

Is that false?

Mr. BIRTHRIGHT. I had the statement we had written, but it wasn't official. It wasn't part of the minutes; just a copy of it is all I had. I had the wrong copy, as I said here yesterday. I went back to my office the next day and found the original.

Mr. McCANN. All right.

Mr. BIRTHRIGHT. I telegraphed Mr. Murphy——

Mr. McCANN. That is why you telegraphed Mr. Murphy?

Mr. BIRTHRIGHT. We quoted the original, the final.

Mr. McCANN. I see. Thank you, sir. I have just three or four questions, Mr. Chairman, I would like to ask and then questions from counsel around the table.

Mr. DOHERTY. Before you proceed into that phase, Mr. Chairman, if I may, in behalf of our A. F. of L. committee I made a request this morning which was promptly denied. I repeat that request now. That the A. F. of L. committee will submit itself to cross-examination by any of the witnesses who have previously testified or who will hereafter testify, providing our A. F. of L. committee is given equal opportunity to cross-examine witnesses. I now request that concession or consideration for authorization by the subcommittee.

Mr. KEARNS. Mr. Doherty, I hope you will bear with me on this. We have a procedure here that we must follow, which is typical of congressional investigations. If this was the first one I was on, it would be different, but I have been on four or five of these throughout the country, and we have made it a rule that counsel of any group, or you as an individual, may write out the questions and submit them to the counsel of this committee and the questions will be asked of anyone that you deem wise to answer the question. If they have not been on the stand, I will be glad to swear them in and put them on the stand. But I hope that you can bear with the idea that we could not have just a free-for-all examination of everybody we put on the stand by the various groups here. We could not control the situation.

Mr. DOHERTY. Your answer is no, Mr. Chairman?

Mr. KEARNS. It will have to be no, Mr. Doherty. I must have it processed through the counsel, and we have not had the question come up until the arrival of you gentlemen, and we have processed this hearing here, and counsel of all the groups have sat around the table and no one has been denied a right to ask a question through the counsel.

I have ruled that several of them were not the type of question that should be asked, but other than that we have had no controversy here. So I can see no reason why I should discontinue the procedure we have been following.

Mr. DOHERTY. Mr. Chairman, I made my request this morning for the same reason that I made it this afternoon. There are here in this room many people who do not understand all phases of this situation, who are either directly or indirectly identified with the motion-picture industry, and because of that fact I thought that they ought to hear everything, and my colleagues concur in that thought.

Mr. KEARNS. There is no objection to everybody hearing everything. That is what we are here for.

Mr. DOHERTY. However, Mr. Chairman, yesterday general counsel called me into the anteroom. I asked him if I could bring my two colleagues in and he said "No." Since that time there have been several recesses. At each time general counsel takes a select few and takes them off into the anteroom. What he concocts in there I don't know.

Mr. KEARNS. Now, wait a minute. I take exception to that statement, Mr. Doherty. There has been no favoritism shown anybody here.

Mr. DOHERTY. Mr. Chairman—

Mr. KEARNS. Now, wait a minute.

Mr. DOHERTY. Certainly.

Mr. KEARNS. I have invited the general counsel in there with certain people. After all, I am running this investigation. Don't blame the counsel for everything. I am the Member of Congress running the investigation.

Mr. DOHERTY. Mr. Chairman, I want to make the record clear, that you, as chairman of this subcommittee, have been preeminently fair, and I make that statement in behalf of my colleagues on the A. F. of L. committee. Your counsel, however, has been unfair, and I make that statement for the record. Last night after you recessed this meeting, Mr. Chairman, the records which were placed into the record of this meeting by motion of counsel were here unprotected and unguarded, and I attempted to enter this anteroom wherein Mr. Sorrell of the Conference of Studio Unions and the representatives of the Screen Actors Guild were present. I was denied admission to that anteroom, and eventually, after much struggle, I finally got the records in the hands of general counsel.

Mr. KEARNS. Mr. Doherty, may I correct you there, please? I had invited Mr. Sorrell and these gentlemen there that were appearing for the industry and the various labor groups. We were trying to provide a larger place for these hearings, and that is how I happened to meet with those groups back there in that room last night.

Mr. DOHERTY. Last night.

Mr. KEARNS. Last night. You came to the door and knocked and Mr. McCann told you that he would take care of them if you placed them on the counsel table; isn't that correct?

Mr. DOHERTY. And he did not admit me to the room. He denied me that right. And I still think it was a right.

Mr. KEARNS. I invited those people to meet for a discussion about where we would hold these hearings.

Mr. DOHERTY. All right, Mr. Chairman, but all through these hearings, up until now, General Counsel McCann has taken advice from lawyers on all sides of him. They have prompted him repeatedly and we of the committee have not taken exception.

Mr. KEARNS. All right, just a minute. I will excuse these three men from the stand right now. All three are excused. Mr. Luddy, will you take the witness stand?

TESTIMONY OF MICHAEL G. LUDDY—Recalled

Mr. KEARNS. You have been sworn, have you not?

Mr. LUDDY. Yes, sir.

Mr. KEARNS. I would like to have you state for the record whether or not you have been able to give counsel to the counsel for the Labor Committee without writing questions and submitting them to him for answer by the witness who was on the stand.

Mr. LUDDY. I have not.

Mr. KEARNS. That is all, Mr. Luddy.

Mr. Price.

Mr. BENJAMIN. Mr. Price is out.

Mr. KEARNS. All right, you may substitute for him. You may represent him. I will call him when he does come into the room.

TESTIMONY OF MAURICE B. BENJAMIN—Recalled

Mr. KEARNS. You have been sworn, have you not?

Mr. BENJAMIN. I have.

Mr. KEARNS. I will ask you the same question: Have you been willing to advise the counsel of the Committee on Education and Labor regarding questions to be asked witnesses without putting it in writing and passing it to counsel or the secretary of counsel?

Mr. BENJAMIN. That is correct.

Mr. KEARNS. You have or you have not?

Mr. BENJAMIN. Perhaps I misunderstood your question. We have followed that procedure, if that is what you mean.

Mr. KEARNS. I mean have you advised counsel without it being in writing?

Mr. BENJAMIN. No, sir.

Mr. KEARNS. Unless he asked you whether or not a certain reference to any testimony was such and such a document or not?

Mr. BENJAMIN. No, sir.

Mr. KEARNS. All right, thank you.

Mr. Cobb.

Mr. KEARNS. Have you been sworn, Mr. Cobb?

Mr. COBB. No, sir.

Mr. KEARNS. Will you raise your right hand? Do you solemnly swear the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. COBB. I do.

TESTIMONY OF ZACH LAMAR COBB, ATTORNEY, REPRESENTING CARPENTERS UNION, LOS ANGELES, CALIF.

Mr. KEARNS. Mr. Cobb, have you had the authority or the privilege of advising the counsel for the Committee on Education and Labor regarding questions to ask the witness in the chair, unless you write it out on paper and submit it to the counsel or the secretary?

Mr. COBB. It has been the procedure for me to write my questions out and to submit them to the counsel. In some instances where there was some hesitancy to ask my questions, I have made protests, as the chairman knows.

Mr. KEARNS. I recall, Mr. Cobb.

Mr. COBB. But I felt that it was necessary to make those protests, because I am here alone representing the individual carpenters, and I have objected very strenuously when the attorneys for the motion-picture companies have undertaken to censor some of my questions. I could not answer your question with a simple "Yes" or "No" without this explanation.

Mr. KEARNS. That is all right, Mr. Cobb. Have you also had the opportunity to censor questions that have been handed to counsel?

Mr. COBB. No; I have not had any questions handed me for censorship, and I would now waive the right to censor any attorney's questions, because in my opinion the full truth should be brought out in this hearing without any censorship.

Mr. KEARNS. That is what we are attempting to do, but it was my understanding that several times questions were written out on paper

and passed among the various counsel to determine whether or not the question should be asked, and on such occasions counsel have come and consulted with me on it.

Mr. COBB. I don't recall any question having been submitted to me, but I don't complain of that, because the sky is the limit as far as I am concerned; anybody can ask any questions they choose. My only complaint is when the attorneys for the motion-picture industry have what I deem the effrontery to undertake to censor any question that I ask in this hearing.

Mr. KEARNS. That is all, Mr. Cobb.

Mr. Price.

TESTIMONY OF PEERY PRICE—Recalled

Mr. KEARNS. You have already been sworn?

Mr. PRICE. I have; yes, sir.

Mr. KEARNS. Mr. Price, as counsel here, have you been able to coach or consult the counsel on the Committee of Education and Labor without following the procedure of writing the question out on paper and handing it to counsel?

Mr. PRICE. Only in the occasional instances where he has asked me about some question openly in the hearing.

Mr. KEARNS. It was open?

Mr. PRICE. Open in the hearing.

Mr. KEARNS. All right. That is all, Mr. Price.

Mr. Doherty, will you take the stand again?

TESTIMONY OF WILLIAM C. DOHERTY—Recalled

Mr. KEARNS. I did this just merely to establish by testimony the procedure that has been going on. Of course, anyone can draw conclusions about any bypass of conversation going on down at the counsel table. You and I can sit here, you on the stand and I in the chair, and question maybe what they are talking about. That is like the fellow that wants to know what the catcher and pitcher talk about when the catcher walks out to the mound a lot of times.

I think it has been very regular. I have no apologies to make for the procedure so far.

Mr. DOHERTY. Mr. Chairman, may I proceed?

Mr. KEARNS. Yes.

Mr. DOHERTY. The voices were audible to the witnesses. They must have been audible to the press table. We don't know what they said to General Counsel McCann, but it seems that most of the time in this seemingly endless chain of questions, someone on either side had something to say to Mr. McCann. I drew it to the attention of the distinguished chairman of this committee with all respect.

Mr. KEARNS. I would be glad to have the—

Mr. DOHERTY. Pardon me.

Mr. KEARNS. Would you want to produce the witnesses here that overheard it?

Mr. DOHERTY. I don't know if there is anyone willing to testify.

Mr. KEARNS. I don't know.

Mr. McCANN. If there is anyone that wants to testify they have affected the judgment of the counsel of this committee, I would be delighted to have them testify. May I say a word?

Mr. KEARNS. Just a minute. I asked Mr. Doherty a question. If there is anyone present that overheard any conversation I would like to have him step forward and be sworn and give the testimony for the record.

Mr. SORRELL. I have been named as being in the room there. I will be glad to swear I have no collaboration with this committee other than trying to get a decent place to meet. It is too crowded in here. The Conference of Studio Unions offered to pay the bill to hold it in larger quarters. I was called in and they told me, "We understand you have offered to pay for bigger quarters to hold the meetings."

I said, "My membership would be glad if I would offer that." Isn't that true?

Mr. KEARNS. Just a minute. Come up to the stand.

TESTIMONY OF HERBERT K. SORRELL—Recalled

Mr. KEARNS. You may relate the conversation which was in question in the room last evening when I called you in.

Mr. SORRELL. Congressman Kearns called me in and asked if it was true we would be willing to pay for bigger quarters to hold this hearing in. I told him we would. And that I would guarantee payment for quarters, and upon investigation they found that we could hire Patriotic Hall, which would hold many times what this room holds and would be comfortable.

In the conversation he said, "I don't know whether it—I think the other groups should be talked to on this, because we don't want to feature one group."

I called Mr. Luddy and Peery Price into the room.

I said, "Here is counsel for the other groups. I feel they will go along on this."

Mr. Luddy immediately took exceptions, and he and I not being friendly—

Mr. KEARNS. We won't go into that.

Mr. SORRELL. I've got to tell it. They said there were a lot of words out here. Sure, there were a lot of words. I said, "Now, I understand you would like to hold it in a clothes closet, but we want the public to know what is going on."

Now, understand, Peery Price and he go along. I called Eddie Mannix upon reaching my office, and he said he would pay for the bigger place. He said to see Maurice Benjamin. I still want a bigger place to meet. Those are the only words I have had with the committee.

I haven't spoken to you or Mr. McCann or anyone on this committee pertaining to this thing; I mean to speak from this stand, and this stand only, if I get the opportunity.

Mr. KEARNS. All right.

Is there any other witness present, before we close this issue, who wants to come up and testify to any conversation they heard at the counsel table? Speak now or forever hold your peace.

All right. Take the stand again, Mr. Doherty. We have that matter settled.

TESTIMONY OF FELIX H. KNIGHT, WILLIAM C. BIRTHRIGHT,
AND WILLIAM C. DOHERTY—Recalled

Mr. DOHERTY. Mr. Chairman, in view of what happened this morning and the things I have stated here previously, I am convinced that general counsel is prejudiced, biased, and that he deliberately attacked counsel for the American Federation of Labor, when counsel for the A. F. of L. was merely trying to do the same thing these other gentlemen were doing.

Mr. KEARNS. In a different way, of course.

Mr. DOHERTY. On that basis, Mr. Chairman, the A. F. of L. committee now requests most respectfully that General Counsel McCann disqualify himself from further participation in these hearings for conduct unbecoming a lawyer and a gentleman.

Mr. McCANN. Mr. Chairman, may I speak now?

Mr. KEARNS. Yes.

Mr. McCANN. We had 2 weeks of very pleasant hearings, in which counsel seated all around were abiding by the rules that the chairman set. The rule originally determined upon was that questions would be cleared through my secretary to me. And I had hoped that it would be possible for everyone to agree as to the fairness of the questions that would be submitted by the people who had different interests.

In the last week, Mr. Cobb, I don't think there have been any questions of yours that I recall that have been submitted to them or theirs that have been submitted to you. We have gone over them to try to determine if they are competent and relevant and material.

Now, there hasn't been a single counsel during the proceedings of 2 weeks who has been disrespectful to the chairman or who has attempted to run the hearing and take it away from the committee.

There hasn't been a single counsel that has interrupted the chairman nor has there been a single counsel who has insisted upon setting himself above the committee.

Mr. Chairman, no one, while I am counsel to the committee, is going to be disrespectful to the chairman of my committee. No one is going to reflect upon my honor. This morning we were accused of gestapo tactics by a man who has the bloated concept he is bigger than anyone else and can ride over congressional committees. He is the great man.

When the chairman requested him to be quiet, he wasn't. When I requested him to sit down, he said he wasn't afraid of me and he insinuated we were guilty of gestapo practices. I appeal to everyone present we have proceeded with all the fairness in the world.

(Mr. McCann's further remarks were ordered stricken from the record.)

Mr. DOHERTY. I object, Mr. Chairman.

Mr. KEARNS. Mr. McCann.

Mr. DOHERTY. I object, Mr. Chairman.

Mr. McCANN. I apologize.

Mr. KEARNS. Mr. Counsel.

Mr. PADWAY. May I be sworn as a witness?

Mr. KEARNS. Mr. Padway, please.

The Chair has been very cognizant of this rift here and I like to give everybody an opportunity to speak, but I am going to make a

ruling now, and there will be no use for anyone else to try to change this ruling.

I feel that Mr. McCann and Mr. Padway and our present witnesses, and all of those present, have aired themselves to a degree where the purpose of this investigation is being impaired by by-talk and we are off the track.

So from here on we will discontinue the misunderstanding of the counsel, probably any misunderstanding the present witnesses on the stand have, and I hope you will all respect my request that we get back on the beam and get down to the prosecution of this investigation. I am going to say this seriously. If there is any more reference made to the incident, I will have to exclude those who want to refer to it. I expect it to be history.

Mr. McCANN. I want to apologize to him for my last statement. I was a little bit burned up.

Mr. KEARNS. Will you accept the apology?

Mr. DOHERTY. I have great faith in the profession of a letter carrier, Mr. Chairman.

Mr. KEARNS. So do I.

Mr. DOHERTY. I think I am entitled as an American citizen to answer Mr. McCann before I accept his apology.

Mr. KEARNS. You may do that later.

Mr. DOHERTY. Later?

Mr. KEARNS. Yes.

Mr. DOHERTY. Later?

Mr. KEARNS. Yes.

Mr. DOHERTY. How much later?

Mr. KEARNS. The incident is closed whether the apology is accepted or not.

Mr. DOHERTY. I promise not to venture a word on that subject. I want to say this for the record: That at no time has our A. F. of L. committee cast any reflections on the chairman of this committee or the committee itself. What we have done, however, is to challenge the general counsel and made a specific request of you, as the chairman of the subcommittee, and before you close the subject I think, Mr. Chairman, in fairness to us, you ought to rule on that request.

Mr. KEARNS. I have ruled on the request. You may speak about this later. I have all the confidence and appreciation of the letter carriers—I think you know that personally—and the mailmen in your association.

I have ruled now that this hearing will proceed on the purpose of the hearing and we will have no more of the incident referred to that has caused this controversy.

Mr. McCANN. Mr. Chairman, we have some questions that are submitted by Mr. Luddy.

Mr. KEARNS. Let's have it quiet, please.

Mr. Counsel, I understand these are questions submitted by counsel?

Mr. McCANN. By the counsel for the IATSE.

Mr. KEARNS. All right. Are these questions directed to Mr. Doherty?

Mr. McCANN. They are directed to Mr. Doherty. If he can't answer them, I will ask if others can answer them.

Were you present at the meeting of the A. F. of L. executive council held in Miami, Fla., shortly after your December 1945 award or decision was handed down?

Mr. DOHERTY. Yes.

Mr. McCANN. At that meeting, did Mr. Tobin ask how many carpenters would be out of jobs by reason of your December 1945 award and did not Mr. Mammix say, "About 350"?

Mr. DOHERTY. I think that is a true statement.

Mr. McCANN. Mr. Chairman, may I explain that counsel was just saying that was identical with another question he had written down and he didn't want me to repeat it.

Mr. KEARNS. After the questions are turned in, if the witness objects, let's have no coaching on them. Turn in your question. It is a sealed packet. If we are going to be petty about the thing, I will be petty.

Mr. McCANN. Regardless of what you now say you thought you were doing, with regard to jurisdiction over—

Mr. KEARNS. The trouble is they can't write and we have to ask a question.

Mr. McCANN. Erection of sets on stages, other than mill and trim work. Do you concede that by the plain, unambiguous language of your December 1945 decision, the erection of sets on stages, other than mill and trim work, was awarded to the IATSE?

Mr. DOHERTY. Question on procedure, Mr. Chairman, if you please.

Mr. KEARNS. Yes, sir.

Mr. DOHERTY. Are we now being quizzed by counsel on all sides through the general counsel?

Mr. KEARNS. That is right. They all pass the questions in. These are from Mr. Luddy.

Mr. LUDDY. Yes.

Mr. DOHERTY. The record will show the counsel in each instance who is asking the question?

Mr. KEARNS. He announces the counsel submitting the question is the counsel representing such-and-such a group.

Mr. DOHERTY. I see. Then in answer to the question by Mr. McCann—

Mr. KEARNS. You are answering a question now submitted by Mr. Luddy through Mr. McCann, you understand.

Mr. DOHERTY. Then, in answer to the question, Mr. Chairman—

Mr. KEARNS. Yes. Would you like to have the question stated again?

Mr. DOHERTY. No.

Mr. KEARNS. All right.

Mr. DOHERTY. The committee stands on the statement that was made yesterday, which is a part of this record, relative to our intentions in handing down the decision of December 26, 1945.

Mr. McCANN. I want to speak now off the record to Mr. Luddy.

(Discussion off the record.)

Mr. McCANN. Regardless of what you now say you thought you were doing with respect to jurisdiction over erection of sets on stages, other than mill and trim work, do you concede that by the plain, unambiguous language of your December 1945 decision, the erection of sets on stages, other than mill and trim work, was awarded the IATSE?

Mr. DOHERTY. It is definitely stated, Mr. Chairman and Counsel, in the decision. However, yesterday I made it crystal clear in behalf of my two colleagues here that under no circumstances did we expect that the representatives involved in the seven unions would break faith and that they would arrogate unto themselves work that was rightfully not theirs. We assumed, Mr. Chairman and Counsel, that everyone identified with the jurisdictional dispute would act in good faith, because of the agreement that was entered into at Cincinnati, Ohio, during October of 1945.

Under no stretch of the imagination—I think I am repeating this from yesterday's testimony—under no stretch of the imagination did we intend that work that was rightfully the jurisdiction of the carpenters be taken away from them, and by the same token, Mr. Chairman and Counsel, we did not mean that work that was rightfully the jurisdiction of the IATSE should be taken away from them relative to the erection of sets on stages and locations.

Mr. McCANN. Did you believe, your committee—

Mr. KEARNS. Are these the same questions?

Mr. McCANN. Same question from Mr. Luddy.

Mr. KEARNS. All right.

Mr. McCANN. Did you believe, your committee, after it had handed down its award in December 1945, within the 30-day period provided for in the Cincinnati agreement, had any further authority to act without the consent of all parties?

Mr. DOHERTY. Well, now, I would call that an ambiguous question. I think it can be answered this way, however: that the committee had completed its work with the handing down of the December 26, 1945, decision, and then, after the executive council had met in Chicago during August of 1946, the committee was instructed by the executive council to bring in a clarification.

Mr. McCANN. Another question by Mr. Luddy:

What do you understand the word "assemblage" used in the clarification document to mean?

Mr. DOHERTY. Putting together anything that is on the sets, stages, locations, that should be put together by the IATSE.

Mr. McCANN. What did your committee mean when, in the December 1945 decision, it said, "the 1926 agreement be placed in full force and effect immediately?"

Mr. DOHERTY. Mr. Chairman, I think we have explained that over and over and over again, but out of courtesy to the Chair, whom I respect, and the committee—and it is almost to the point of admiration, sir—I will repeat once more what we meant. We meant that the agreement entered into by a local—I believe No. 1692—of the carpenters and the IATSE, under date of February 5, 1925, known as the 1926 agreement, we believed that that was fair, just, and equitable, and the executive council committee used that agreement as a basis or a pattern for handing down its work jurisdiction on lines of demarcation as applicable to the IATSE and the carpenters' union. They learned later—and that is all in the record many, many times—that the carpenters' union had repudiated, by expulsion or otherwise, the officers of the local union of the carpenters involved.

Mr. McCANN. These questions are proposed by Mr. Price, who represents industry. At the Miami meeting of the A. F. of L. council

in January 1946, did you hear Mr. Walsh say that, although he had acquired some new jobs, he had also lost some as a result of the December order?

Mr. DOHERTY. I think that is generally correct, Mr. Chairman.

Mr. McCANN. At the Miami meeting did you hear the representatives of industry explain that the December directive would necessitate a change in studio operations in the transfer of set erection from the carpenters to the IATSE?

Mr. DOHERTY. I do not recall, Mr. Chairman. Do the other committee members recall? You might ask them, Counsel.

Mr. McCANN. Do you recall that, Mr. Birthright?

Mr. BIRTHRIGHT. No, sir.

Mr. McCANN. Do you recall that, Mr. Knight?

Mr. KNIGHT. No, sir.

Mr. McCANN. I will repeat the question once more, so that, if I haven't read it properly—at the Miami meeting did you hear the representatives of industry explain that the December directive would necessitate a change in studio operations in the transfer of set erection from the carpenters to the IATSE? Now, do you recall that?

Mr. KNIGHT. I don't recall that question, but I think Mr. Johnston said at Cincinnati, in all probability any directive we handed down would require some changes. That is all I recall hearing on that subject.

Mr. McCANN. You have already stated that you were at the executive council meeting in Miami in January 1946, Mr. Doherty. Now I will ask if Mr. Knight and Mr. Birthright were there.

Mr. DOHERTY. Yes.

Mr. KNIGHT. I was.

Mr. McCANN. Was it not clearly stated at that meeting that the December 1945 directive would result in displacing some 350 men?

Mr. KNIGHT. What do you mean by "men," may I ask?

Mr. McCANN. The question says "350 men." Did you mean carpenters?

Mr. PRICE. Yes, sir.

Mr. McCANN. He means carpenters.

Mr. BIRTHRIGHT. Well, Mr. Counsel, I heard that remark on the outside. It was not stated in my presence in the council meeting, but I heard that on the outside.

Mr. McCANN. Did you hear that stated at the council meeting, Mr. Knight?

Mr. KNIGHT. I heard it said, but I wouldn't say whether it was said at the council meeting or outside.

Mr. McCANN. Did you hear that, Mr. Doherty?

Mr. DOHERTY. I don't recall.

Mr. McCANN. Was not the directive then reaffirmed despite that fact?

Mr. DOHERTY. Was what?

Mr. McCANN. Was not the directive then reaffirmed despite that fact?

Mr. DOHERTY. In January?

Mr. McCANN. In the Miami meeting in January.

Mr. DOHERTY. Yes, that directive was reaffirmed.

Mr. McCANN. It was the directive of December 1946. That is my question.

Mr. DOHERTY. 1945.

Mr. McCANN. You testified yesterday that you were surprised to discover that the 1926 agreement had never been placed in effect. When did you discover that fact?

Mr. DOHERTY. Oh, a considerable length of time after the decision had been handed down, perhaps 3 or 4, 5 or 6 months. I don't recall.

Mr. McCANN. Is that true with you other gentlemen? Was that 4, or 5, or 6 months before you found out that the 1926 agreement was never put in effect?

Mr. BIRTHRIGHT. That is correct.

Mr. KNIGHT. It was some time. I don't recall how long.

Mr. McCANN. What would you say, Mr. Birthright?

Mr. BIRTHRIGHT. I would say the same thing, because it was some time after that.

Mr. McCANN. Who told you, Mr. Doherty?

Mr. DOHERTY. The president of the carpenters' union, as I recall, who, like the president of the theatrical stage employees and the president of any other national or international union under the A. F. of L., including the letter carriers, have a perfect right to protect—in fact have an obligation to protect—the welfare of their respective members, and Mr. Hutcheson, although a vice president of the American Federation of Labor, did bring that into his discussion at one of the meetings of the executive council, and I think that if you check with the minutes of the executive council meetings, which we have no authority to bring here because they are in the custody of the secretary-treasurer of the American Federation of Labor, you will find that that is a true statement of fact.

Mr. McCANN. Do you know whether any portions of the 1926 agreement were actually followed in the studios?

Mr. DOHERTY. No; I do not, Mr. Chairman and Counsel.

Mr. McCANN. Did the carpenters do trim and mill work on sets and stages?

Mr. DOHERTY. Did they?

Mr. McCANN. Yes.

Mr. DOHERTY. When?

Mr. McCANN. Prior to that agreement.

Mr. DOHERTY. We assumed they did.

Mr. McCANN. Did the carpenters do the mill work and the carpenter work?

Mr. DOHERTY. Presently?

Mr. McCANN. Prior to this agreement, this directive of yours.

Mr. DOHERTY. Prior to that? Well, I tried to explain this morning our visit to the Paramount studio. I have not been able to explain that visit. I should like to do that now, if it pleases the chairman.

Mr. McCANN. Could you answer the question?

Mr. DOHERTY. That is the only way I can answer the question, by giving counsel and the chairman of this distinguished committee—

Mr. KEARNS. I rule that Mr. Doherty has a right at this time to enter in the record his observation of his visit to Paramount.

Mr. DOHERTY. And this is in answer to that question, Mr. Chairman, if you please.

On December 8, 1945, the committee representing the A. F. of L. executive council visited the Paramount studio on the recommendation of practically all of the witnesses who had appeared before us, on the premise that Paramount was closest and that it was one of the most compact of the larger studios. We were greatly impressed by what we saw in the carpenter shop and in the property shop at Paramount, and I think it would be well for the members of this committee to go out there, if they have not already done so, and get that graphic visual picture in their minds on the difference between the IATSE property man or miniature set builder and a carpenter. We found that in the carpenter shop, which had every aspect of being a mill, they were turning out furniture. There were large and small planers. There were saws of every description. There was lumber of every description, and the men were busily engaged and seemed happily employed.

Without leaving the building, Mr. Chairman and counsel, we moved to another section in that same building and we walked into the propertyman's domain, and we saw there bandsaws, handsaws, hammers, nails, screw drivers, and everything that goes to make up what we thought, before we came out here, was the carpenter's trade, and we learned through historical precedent was the propertyman's trade and the IATSE. We saw there those miniature sets being built, and the puppets, and all of the other things that go into this property's man's set-up.

And so it was most difficult, despite the fact that Mr. Birthright is a barber and Mr. Knight a car man and myself a letter carrier, most difficult to set up a definite line of demarcation as between property men and carpenters. And I think that description, Mr. Chairman, of what we saw at Paramount, in this particular phase of the picture, is an answer to that question.

Mr. KEARNS. Proceed with the next question.

Mr. McCANN. Are you satisfied with that?

Mr. PRICE. I will take it.

Mr. McCANN. Did the carpenters do the permanent construction?

Mr. DOHERTY. Did they or do they?

Mr. McCANN. Did the carpenters do the permanent construction?

Mr. DOHERTY. We were given to understand by the various witnesses that they did do permanent construction, but we found some instances where the IATSE were making boats which were big enough to float in the ocean. I suppose they were not permanent, but they were boats made of lumber.

Mr. McCANN. Was it your idea that they should continue to build boats?

Mr. DOHERTY. If they were within the purview or the definition of propertyman's rights and allocations, yes.

Mr. McCANN. Was it your idea—now, these are questions of mine—was it your idea that they should build tables and chairs if they were within the purview of property rights?

Mr. DOHERTY. I think that was the accepted practice in the studio.

Mr. McCANN. Did the carpenters do the construction work on exterior sets? This is a question by Mr. Price.

Mr. DOHERTY. Do they do the exterior work?

Mr. McCANN. Did the carpenters do the construction work on exterior sets?

Mr. DOHERTY. We were told that they did.

Mr. McCANN. Did the IATSE make the miniature sets?

Mr. DOHERTY. We were told that they did.

Mr. McCANN. Did the IATSE do the property building?

Mr. DOHERTY. We were told that they did.

Mr. McCANN. Did the IATSE do the wrecking of sets?

Mr. DOHERTY. Wrecking and dismantling? W-r-e-c-k?

Mr. McCANN. Yes, w-r-e-c-k.

Mr. DOHERTY. We were told that they did.

Mr. McCANN. Did the IATSE do the erecting of platforms for lamp operators and cameramen on stages?

Mr. DOHERTY. I understand that some of that work was in dispute at the time we were there.

Mr. McCANN. Did the IATSE do the erecting of sets on stages?

Mr. DOHERTY. We were told that they did.

Mr. McCANN. At the Miami meeting did you hear the representatives of industry—

Mr. PRICE. I think you have read that whole page.

Mr. McCANN. I am sorry. Have I read all of your questions, sir?

What jurisdiction was Hutcheson protecting when he refused to permit the 1926 agreement to go into effect?

Mr. DOHERTY. I would say what he claims as the carpenters' jurisdiction, which is everything made from wood or a wood substitute.

Mr. McCANN. That was Mr. Price's question. Another one by Mr. Price. Please ask Mr. Birthright about the foregoing portions of Mr. Reagan's testimony and of the telephone conversation.

Now, I will let that go, just strike that temporarily. We will let that go for the time being.

Here is a question by Mr. Benjamin: When Mr. Mannix stated in reply to Mr. Tobin at the executive council session at Miami that approximately 350 carpenters would lose their jobs as the result of the December decision, did your committee or anyone of your committee make any protest that the December decision did not contemplate or intend any such loss of work by the carpenters?

Mr. DOHERTY. Would counsel please read that question over for me?

Mr. McCANN. Mr. Reporter, will you read it?

(The question was read.)

Mr. DOHERTY. I think, Mr. Chairman, I am reasonably certain that the position of the committee at that time was just as we have expressed it yesterday and today from this witness stand.

Mr. McCANN. That is not answering the question, sir. I would like to have him answer the question, Mr. Chairman.

Mr. KEARNS. Is the question clear, Mr. Doherty?

Mr. DOHERTY. No; the question is not quite clear, Mr. Chairman.

Mr. McCANN. I will repeat it once more, Mr. Chairman.

When Mr. Mannix stated in reply to Mr. Tobin at the executive council session at Miami that approximately 350 carpenters would lose their jobs as the result of the December decision, did your committee or anyone of your committee make any protest that the December decision did not contemplate or intend any such loss of work by the carpenters?

Mr. DOHERTY. Mr. Chairman, I don't recall any member of the committee so protesting.

Mr. McCANN. A question by Mr. Cobb. In the December 1945 decision, did you intend "set erection" to mean assemblage of sets made by carpenters?

Mr. DOHERTY. The assemblage of sets made by carpenters?

Mr. McCANN. Will you read the question to him again, please, Mr. Reporter?

(The question was read.)

Mr. DOHERTY. We meant set erection to be all such set erection that was the right of the IATSE on sets, stages, and locations, but we did not, under any stretch of the imagination, assume to take away from the carpenter the work that was rightfully his in connection therewith.

Mr. McCANN. A question by Mr. Cobb: Did you accept the February 1925 purported agreement in the belief that it had been fully executed and that it had been in use?

Mr. DOHERTY. By that the counsel means had been in use subsequent to 1925?

Mr. McCANN. I assume so.

Mr. DOHERTY. The answer is yes; we accepted it in good faith.

Mr. McCANN. By Mr. Cobb: Isn't it a fact that you disregarded the agreement between the grips and the carpenters because you believed it had been agreed to between the two locals?

Mr. DOHERTY. Yes; that is the reason. We testified that way this morning.

Mr. McCANN. By Mr. Cobb: Who appointed your committee for the action in December?

Mr. DOHERTY. Which December?

Mr. McCANN. December 1945.

Mr. DOHERTY. The executive council of the American Federation of Labor.

Mr. McCANN. And who appointed your committee for action on the clarification?

Mr. DOHERTY. The executive council of the American Federation of Labor.

Mr. McCANN. Was it the same group that authorized you in both cases?

Mr. DOHERTY. Well, I would have to check the personnel of the executive council to answer that question under oath.

Mr. McCANN. He doesn't mean the personnel; he says, he means that it was the same official group that authorized you in the first place in 1945 and authorized you to make the clarification in 1946.

Mr. DOHERTY. Instructed us to make the clarification in 1946.

Mr. McCANN. I have a question by Mr. Sorrell that I will ask you. Did you know that there was a local of set erectors in the IATSE when the directive was made?

Mr. DOHERTY. Yes; I think we had testimony from that group.

Mr. McCANN. Any further questions, gentlemen, from any side? Do you want these? Can we drop those temporarily?

Mr. PRICE. Pass them temporarily, certainly.

Mr. McCANN. Have you some questions for us, anybody along the line here? Everybody satisfied that all the questions that should be asked these three witnesses have been asked them?

Mr. KEARNS. Have you finished, Mr. Counsel?

Mr. McCANN. I have finished at this time, Mr. Chairman.

Mr. KEARNS. I have one question I would like to ask the committee.

Do you feel that probably the interpretation in the clarification pertaining to the grips and the jurisdiction of the grips and the duties of the group so known as the grips, probably in great part is responsible for some of the misunderstandings in the present jurisdictional strike?

Mr. DOHERTY. Yes; I feel that is a fair statement, Mr. Chairman.

Mr. KEARNS. You may or may not answer this question, but I would like to throw it out to you for consideration.

Mr. DOHERTY. We will be honored to answer any question that the chairman of this distinguished committee asks us.

Mr. KEARNS. I have served on a lot of committees, and many times, after you write a decision and then probably a clarification of the decision, after time has elapsed and you sit down and study it carefully and try to evaluate it, it is like reading a book three or four times, you get a different meaning of it.

Possibly, with a restudy of some of the fine provisions that you submitted to this committee in the settlement you made here, if you thought about it after the lapse of time, would it be possible that, if you had to make recommendations again, you might change your opinion?

Mr. DOHERTY. I doubt it. Mr. Chairman, speaking only for myself.

Mr. KEARNS. Yes, sir.

Mr. DOHERTY. And I pray to Almighty God I will never have to make another interpretation or clarification or decision in anything having to do with Hollywood.

Mr. McCANN. I have one other question, Mr. Chairman. I would like to pass a few of these temporarily, if we might have a recess and come back in for them, if you please, Mr. Chairman.

Mr. KEARNS. Just a minute. I was not through.

Mr. McCANN. Oh, I am sorry, sir.

Mr. KEARNS. I can appreciate your stand there in the answer to my question. However, I believe that the findings of your committee are most valuable to me, and I feel truly that you approached the job in all sincerity to do a job that was right and just.

However, I feel that you still have an important part to play—that you have invested the time and done all this research—and I personally want you to consider that as we go along in this investigation that we feel that you are of necessity part of the developments that we may run into in this unfolding of this testimony, Mr. Doherty.

Mr. DOHERTY. Mr. Chairman, my first responsibility is to the most intelligent group of people in America, the United States letter carriers.

Mr. KEARNS. Well, I say that you have served them well, sir.

Mr. DOHERTY. And I shall not attempt to do anything that will take me away from them during my term of office. They are poorly paid. They are only realizing, as everyone else is now, 47 cents on a dollar. They need a raise in pay, and you, Mr. Chairman, might do something about that in the next session of Congress.

Mr. KEARNS. I have heard all about it.

Mr. DOHERTY. But I want to say, Mr. Chairman, because you have been so preeminently fair, I will repeat in behalf of the committee, with their permission, that you and the members of your committee

will have our complete cooperation in everything that you attempt to do. If we think you are wrong, we will tell you of it. If we think you are right, we will tell you.

Mr. KEARNS. Are there any other important questions that need to be asked?

Mr. McCANN. Mr. Chairman, I haven't had a chance to check a number of these questions against the record. In other words, they refer to pages of the testimony.

Mr. KEARNS. All right; we will recess for 10 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. Counsel, do you have further questions?

Mr. McCANN. Yes, Mr. Chairman, I have some more questions. I am looking for the copy of the record that we had here of the telephone conversation. Do you know what has happened to that, Mr. Luddy?

Mr. PRICE. It is in the daily transcript. Beginning at page 1596.

Mr. McCANN. Now, gentlemen, I want to ask if you recall, Mr. Birthright and Mr. Knight—understand these questions are not directed to Mr. Doherty—at that time if you recall these conversations that I will read from the telephone report from the stenographer's report of the telephone conversation which you had with the movie actors on the night of—what?

Mr. PRICE. October 25, I believe.

Mr. McCANN. October 25, 1946. Mr. Reagan now is talking over the phone. I want to ask if you recall this:

I want to ask this one more question: You say he [Mr. Hutcheson] did not like the agreement from the first? Now, what I am trying to get at, was there any word or was there any idea that your decision of December should be changed rather than clarified?

Mr. BIRTHRIGHT. No.

Is that accurate, Mr. Birthright?

Mr. BIRTHRIGHT. I think so, counsel.

Mr. McCANN (reading) :

Mr. REAGAN. In other words, was there some misunderstanding of the meaning on the part of the carpenters; or did they want it changed because they knew what it meant and didn't like it?

Mr. BIRTHRIGHT. They didn't like it, of course. But they recognized the so-called 1926 agreement.

Is that correct?

Mr. BIRTHRIGHT. I know they didn't like it. I agree on that. I don't know about the 1926 agreement. I don't recall that, Counsel.

Mr. McCANN. Mr. Tinsdale speaking:

Mr. Birthright, this is Tinsdale again. I am sorry to keep interrupting and coming back to the same item, but in this copy of August 16, 1946, memorandum, which we have received here, there is one paragraph which starts as follows: "Jurisdiction over erection of sets on stages was awarded to the IATSE." Is that paragraph in the memorandum which you have before you?

Mr. BIRTHRIGHT. No. How does it read following that line?

Mr. TINSDALE. Well, Mr. Birthright, in this same memorandum you have this: "The word 'erection' is construed to mean assemblage of such sets on stages and locations."

Mr. BIRTHRIGHT. Well, we don't have that here.

Mr. TINSDALE. Your memorandum of August 16, 1946, does not read that way?

Mr. BIRTHRIGHT. No. Where did it come from?

Mr. SORRELL. If you want to hang on again, I will read the whole thing.

Mr. PRICE. That is the end.

Mr. McCANN. Is that the end of what you are interested in?

Mr. PRICE. Yes.

Mr. McCANN. I will ask you if I have read accurately and whether you recall that conversation, Mr. Birthright and Mr. Knight?

Mr. KNIGHT. Well, Mr. Chairman, when that telephone conversation was proposed I didn't like it because I had had experience to know when you went into those things there was no end to it. I was told—I don't recall who was talking to me at that time, arranging it—that there was one question. If we could clarify that it would settle the issue out here.

I was satisfied in my own mind when the one question was asked that would call for two, and when the two were asked it would call for four.

When the time came I didn't have any records, not because I forgot, but because I didn't want to have them. Mr. Birthright had this original proposed interpretation or clarification, as I understood. Mr. Birthright did most of the talking. I thought I was serving a good purpose by talking just as little as I could. I think the conditions brought out here prove that to be a fact.

Mr. McCANN. Could you now answer the question whether I have read that accurately?

Mr. KNIGHT. Now, as to your reading there, I can't definitely recall. I wouldn't dispute it. I wouldn't deny it. In all probability I will admit that is exactly what occurred. I have been trying to forget all this. I haven't been talking it every day, like these gentlemen out here have, and keeping it before my mind. I would have to have a better memory. I have been trying to forget.

Mr. McCANN. Mr. Birthright, do you recall I have read this record accurately?

Mr. BIRTHRIGHT. I couldn't say I recall all you have said is so. I wouldn't be fair to the committee or myself to say I recall it all. I don't.

Mr. McCANN. Now I am reading from the top of page 1611.

Mr. TINSDALE. Do you have a copy of the memorandum that was sent out here by Mr. Green's office?

Mr. BIRTHRIGHT. No.

Mr. TINSDALE. You don't have a copy of President Green's letter to Hutcheson?

Mr. BIRTHRIGHT. No; I read it over—what he said.

Mr. SKELTON. Brother Knight, this is Skelton of the carpenters. We would like to ask you one question. Did you clarify the directive on August 16 with another letter saying that you had? I want to know if the language is correct that he sent out.

Mr. BIRTHRIGHT. I have read you what we sent out.

Mr. SKELTON. I am referring to the clarification that referred to erection, meaning, assemblage.

Mr. TINSDALE. Mr. Birthright, I am sorry to keep interrupting, but apparently there is a difference in the language of the memorandum which you have before you and the memoranda which we have.

Mr. BIRTHRIGHT. I have no memoranda. I have the full, actual report.

Mr. TINSDALE. I see.

Is that enough?

Mr. PRICE. Yes.

Mr. McCANN. Do you recall that, Mr. Birthright?

Mr. BIRTHRIGHT. I recall that conversation generally. I had a memorandum. I didn't have this full report. I was in my home, and I couldn't have had the full report; I never have it there.

Mr. McCANN. Then this isn't accurate when you say you did have the report?

Mr. BIRTHRIGHT. No. If it went through that way, it isn't accurate.

Mr. McCANN. You just had a memorandum?

Mr. BIRTHRIGHT. I just had a memorandum. As I said this morning, Counsel, I had a memorandum, and the next day I went to my office and I found the final report, and I telegraphed Mr. Murphy and quoted it to him.

Mr. McCANN. Now, I am reading to you from page 1613.

Mr. PRICE. Lines 1 to 7.

Mr. McCANN (reading) :

Mr. KELLY. Just explain to me, if you can, do you mean by erection of sets for the IATSE, that any set built on a stage should be built and constructed by the IATSE?

Mr. BIRTHRIGHT. As the directive is understood; yes.

Mr. KELLY. In other words, any building on a stage, outside of millwork and trim work, goes to the IATSE?

Mr. BIRTHRIGHT. Yes.

Do you recall that, Mr. Birthright?

Mr. BIRTHRIGHT. No; I don't recall it.

Mr. McCANN. Did you so state in that conversation?

Mr. BIRTHRIGHT. I couldn't say—if we had said "the assemblage of these sets would be carried on by the stagehands," meaning to me that the carpenters built them and brought them to the door, or somebody did, and the stagehands took them over and set them on the set wherever they were directed to put them—

Mr. McCANN. You didn't mean to give any authority to the IATSE to construct the sets on stages?

Mr. BIRTHRIGHT. No; the committee never intended that.

Mr. McCANN. Now, I have a few more questions here to read.

Mr. PRICE. Line 24 on 1613.

Mr. McCANN (reading) :

Mr. KELLY. If sets are going to be built and erected on a stage, who should do it?

Mr. BIRTHRIGHT. According to the directive, the IA.

Mr. KELLY. Outside of mill and trim work?

Mr. BIRTHRIGHT. Yes.

Mr. KELLY. Does that make it clear?

Is that all?

Mr. PRICE. Yes.

Mr. McCANN. Do you recall that, sir?

Mr. BIRTHRIGHT. Well, probably I do, counsel. I wouldn't say I do, but that word "erection" has caused a lot of arguments in this thing, and erection was—

Mr. McCANN. Did you so state to the boys that night?

Mr. BIRTHRIGHT. I don't know. I wouldn't say I did.

Mr. McCANN. You don't know whether you did or not?

Mr. BIRTHRIGHT. No.

Mr. McCANN. Page 1614, line 7:

Mr. ARNOLD. This is Eddie Arnold. Did you people write that directive with the words "erection and assemblage" in it for clarification?

Mr. BIRTHRIGHT. Well, I will tell you, Mr. Arnold. I don't find it here.

Mr. ARNOLD. You haven't it?

Mr. BIRTHRIGHT. No.

Mr. ARNOLD. In other words, you didn't write it?

Mr. BIRTHRIGHT. I don't find it. I will read the order of 1946, word for word and comma for comma.

Mr. ARNOLD. You read your directive written on August 16?

Mr. BIRTHRIGHT. Yes.

Mr. SORRELL. Then will you read for the record again your exact wording of August 16, 1946?

Mr. BIRTHRIGHT. This is dated August 16, 1946. "Hollywood jurisdiction committee comes to the decision that the United Brotherhood of Carpenters and Joiners of America * * * as set forth in the committee's directive of December 26, 1945 * * * and we affirm this previous decision. The committee took cognizance of the allegations in the communication sent to President Green by Organizer Flannagan under date of August 9, 1946. According to the statements therein, carpenters' local No. 946, of the United Brotherhood of Carpenters and Joiners of America, alleges that this violation continued on the carpenters' jurisdiction as set forth in the directive. Therefore your committee reiterates and emphasizes that the board's decision set forth in the directive shall be adhered to by all parties concerned. * * * The jurisdiction which was given to the United Brotherhood of Carpenters and Joiners of America and the IATSE on February 5, 1925—and known as the 1926 agreement—remains in full force and effect."

"Division of work by the United Brotherhood of Carpenters and Joiners of America, section 1: All trim and millwork on sets and stages; all millwork and carpenter work connected with studios; all work in carpenter shops; all permanent construction; all construction on exterior sets. Division of work by the IATSE: Miniature sets; erection of sets on stages, except as provided in section 1; erecting all sets, exterior and interior; erecting of platforms for lamp operators and cameramen on stages."

It is not construed as interfering with or disrupting any jurisdiction otherwise granted the United Brotherhood of Carpenters and Joiners of America by the American Federation of Labor.

"Under no circumstances is the decision intended to give jurisdiction for trim and millwork on sets and stages to anyone other than the United Brotherhood of Carpenters and Joiners of America. Jurisdiction over erection of sets and stages was awarded to the IATSE under the provisions of section 8, which specifically excluded trim and millwork on sets on stages. Sections 2 to 5, inclusive, recognize the rightful jurisdiction of the United Brotherhood of Carpenters and Joiners of America on all mill work and carpenter work in connection with studios; all work in carpenter shops; all permanent construction and all construction work on exterior sets. In view of the alleged violations, this committee thereby directs that all participants in the Hollywood motion-picture studios directly adhere to the directive handed down on December 26, 1945."

Signed by the committee.

You want me to continue reading?

Mr. PRICE. Yes; to the end of the page.

Mr. McCANN (reading):

Mr. REAGAN. Mr. Birthright, I think maybe I had better tell you this, so that maybe you can understand why there is so much fuss out here. That was not the August 16 clarification that was sent here from Mr. Green's office of the A. F. of L. They did not send the thing you wrote. They sent another thing that they called your clarification.

Mr. BIRTHRIGHT. I tell you I have just read the clarification we wrote at the (blank) Hotel in Chicago, Ill., from August 12 to 20, 1946.

Mr. BIRTHRIGHT. Well, now, Counsel, as I explained this morning, that was a memorandum of the first draft of the so-called clarification.

After it was discussed, I might say, that by a pure accident I had the wrong piece of paper, but it was discussed. The committee added—do you want me to read this? Here is what the committee came back with. I won't read all of this.

Mr. McCANN. We have that read into the record.

Mr. BIRTHRIGHT. That is the answer to your question.

Mr. McCANN. What I am driving at is, you were not reading then—

Mr. BIRTHRIGHT. I had the wrong memorandum.

Mr. McCANN. You had the wrong memorandum?

Mr. BIRTHRIGHT. Yes.

Mr. McCANN. That is all I wanted to get straight, sir. Now, I am reading from line 13 of this telephone conversation on page 1617:

Mr. SORRELL. Mr. Birthright, that was you that read the communication, was it not?

Mr. BIRTHRIGHT. I read the committee report; yes.

Mr. SORRELL. Now, Mr. Knight, do you agree that that is right?

Mr. KNIGHT. Well, I haven't a copy of it before me.

Mr. SORRELL. You were there, weren't you, when it was written?

Mr. KNIGHT. I was there and participated in the writing.

Mr. SORRELL. That's right, and you feel that is the report that should have come out?

Mr. KNIGHT. Yes; hearing it read over the telephone, I couldn't discover any discrepancies.

Is that all?

Mr. PRICE. Yes.

Mr. McCANN. Now, do you recall that, Mr. Birthright, Mr. Knight?

Mr. KNIGHT. I recall all of it. We wouldn't dispute the remainder.

Mr. McCANN. Does that take care of your questions, Mr. Price?

Mr. PRICE. Yes, sir.

Mr. McCANN. Mr. Benjamin has a question he desires be asked.

After the December decision had been issued, did you have any conversation with Mr. Hutcheson in which he protested the decision? This is directed to you, Mr. Doherty.

Mr. DOHERTY. Yes, Mr. Chairman; at every meeting of the executive council of the American Federation of Labor the subject was discussed at great length.

Mr. McCANN. The question has not been answered, though, sir. Did you have any conversation with Mr. Hutcheson in which he protested the decision?

Mr. DOHERTY. He continually protested before the executive council, claiming his carpenters' jurisdiction.

Mr. McCANN. I don't know who submitted this question. I am going to ask it, sir. It is lying before me.

Is it not a fact that grips are stagehands?

Is that yours, Mr. Cobb?

Mr. COBB. Yes.

Mr. McCANN. Mr. Cobb's question.

Mr. DOHERTY. Is that directed to me?

Mr. McCANN. Yes, sir.

Mr. DOHERTY. To the best of my knowledge they are.

Mr. McCANN. Mr. Benjamin asks another question. What was the committee's answer to Mr. Hutcheson's protest?

Mr. DOHERTY. Is that in line with the other question, Mr. Chairman and counsel?

Mr. McCANN. Yes.

Mr. DOHERTY. Well, without the proceedings of the executive council meetings, it is most difficult to quote Mr. Hutcheson. I don't recall his answer, except to say that he protested the awarding of any juris-

diction that he thought rightfully his, to any other organization in the American Federation of Labor.

Mr. McCANN. That wasn't the question, though, Mr. Doherty. It is asked what you answered Mr. Hutcheson's protest. What did the committee say to Mr. Hutcheson when he protested?

Mr. DOHERTY. We held fast to our decision of December 26, 1945. And even in the clarification we held fast to that decision.

Mr. KEARNS. Mr. Knight wanted to answer that.

Mr. McCANN. Mr. Knight, will you please answer it? I didn't mean to deprive you of that.

Mr. KNIGHT. Mr. Chairman, in Mr. Hutcheson's protests, we didn't do the talking on that. We had our decision there we rendered, and we sat pretty tight on that. It was the other members of the council that argued with Mr. Hutcheson in the main.

Mr. BIRTHRIGHT. I may say, Mr. Counsel, our committee had no conversation with Mr. Hutcheson as a committee. We heard his protests while the council was in session there. We were not sitting as a committee.

Mr. McCANN. I understand; but, gentlemen, all I think Mr. Benjamin desired to know—and we have been diligently trying to get at the facts from every source possible, and you could help us if you recall—when Mr. Hutcheson protested before the council about the decision of December 26, 1945, that you wrote, did you defend your decision before the committee?

Mr. DOHERTY. Emphatically yes.

Mr. KNIGHT. Yes.

Mr. BIRTHRIGHT. Yes.

Mr. McCANN. That is what Mr. Benjamin wanted to find out.

Mr. DOHERTY. That is right; true.

Mr. McCANN. You emphatically defended that before the committee?

Mr. KNIGHT. Yes.

Mr. McCANN. You were able to resist his effort to have that set aside until some time in August, when you were ordered to prepare this clarification; is that correct?

Mr. KNIGHT. It was never set aside. After the argument at the council meeting in Chicago, in August, it was thought it would be helpful—we were asked by the council to see if we couldn't write a clarification.

Mr. McCANN. Did you gentlemen know that after you issued your clarification the fellows went back to work? I mean, after you issued your original order in December, the men went back to work?

Mr. DOHERTY. We know they were already back to work before they handed down a decision.

Mr. McCANN. Did you know they were working up to the time you handed down your clarification?

Mr. KNIGHT. To the best of my knowledge, they were.

Mr. McCANN. Did you know the clarification was the occasion of the strike of 1946?

Mr. DOHERTY. I think that is a fair question. That seems to be a true statement of fact.

Mr. McCANN. That is why this clarification, Mr. Doherty, is of such vital importance. I join with the chairman in saying that I think you men might be very helpful to us. I think we are getting down now

to where we are dealing with this thing in a factual way. I appreciate the way you men are answering questions. We are not trying to catch you. We are trying to get at facts.

I have some more questions.

Mr. KNIGHT. About these men going to work. These men at the studios that went on strike, I think, on March 12, 1945, went back to work before this committee was appointed. This directive was agreed to by everybody before the committee was appointed. Probably, if some of them had known who the committee was going to be, they wouldn't have agreed to the directive.

Mr. McCANN. I tell you I think this: You gentlemen have been trying to help us in the last few minutes. There will probably be some more questions tomorrow that we will have to ask you. I want to accommodate Mr. Murphy, who came up especially today to tell us his version of what took place in Chicago. You gentlemen will have a chance to hear Mr. Murphy. I want to be able to excuse him, if possible.

Mr. DOHERTY. Counsel said we have been trying to help him in the last few minutes. We have been trying to help him since we arrived in this city.

Mr. KNIGHT. That was what we came out for.

Mr. McCANN. Mr. Price offered this question: Did you say to Mr. Hutcheson you were not taking any jurisdiction away from him by the December award?

Mr. DOHERTY. I do not remember.

Mr. McCANN. Do you remember, Mr. Knight?

Mr. KNIGHT. I think it was said there that it wasn't our intention to take any jurisdiction away from Mr. Hutcheson, but in the application of that decision work had been taken away from him. That was responsible for his statement to the effect he was going to lose work for 300 or 350 members.

On that subject might I say, Mr. Chairman, that I don't think there is a one of the organizations involved that didn't make the claim they were going to lose men. The fact of the matter is, if I am correctly informed, some of them gained. But that is the charge.

Mr. McCANN. I think we will want to call the gentlemen back tomorrow for further conference. May we now at this time call Mr. Murphy?

Mr. KEARNS. I want to extend the opportunity to Mr. Doherty. I said I would give him time to make a brief statement. And then we will take Mr. Murphy.

Mr. DOHERTY. Mr. Chairman, I rise on a point of personal privilege. I am 45 years old. I am not one of those senile members of the executive council that you have been reading about in the press here locally and elsewhere in the last few days, statements alleged to Mr. McCann.

I want to say, with all the sincerity within my being, that I have the utmost respect for the Congress of the United States, for the legislative branch of Government, for the executive branch of Government, and I believe Congress in its wisdom, in the seventy-ninth session, acted wisely in enacting the LaFollette-McMoroney bill, known as the Reorganization Act of 1947.

That bill provided, among other things, that each committee of the Congress would have a staff of some four experts—some six assistants,

as I recall it, and as a result, because of the combination of various committees, many new faces are now in Washington.

We find, Mr. Chairman, that for the most part the men who have been selected to act as counsel are high-caliber, fine, upstanding American citizens.

It has been my pleasure, Mr. Chairman and counsel, to appear on innumerable occasions before many, many committee meetings in the United States Senate and in the House of Representatives. I have appeared before full committees and subcommittees. I have always been treated with the utmost courtesy.

My testimony has been listened to and generally, I think, made an impression upon the committee involved. Never before has any agency of the Government insulted me as I have been insulted here this afternoon.

I want very briefly to say to you, Mr. Chairman and counsel, that I was educated in the city of Cincinnati, Ohio. I enlisted in the United States Army at the age of 17. I say "enlisted." I had 9 months in the American Expeditionary Forces in Siberia, for which I was given the Victory Medal and a Siberian battle clasp. I was a chief radio operator on Corregidor following World War I.

I am a telegraph operator. I have served as a member of the labor-management advisory committee to the Civil Service Commission in Washington, D. C. I am presently a member of a special commission appointed by resolution of the Civil Service Committee of the United States Senate. I am also an advisory committee member to the staff of the Senate Civil Service Commission. So I think that, to merit some of these appointments, which I have not solicited, I must have at least ordinary intelligence.

Now, I find oftentimes there are some lawyers in life who can't make a living elsewhere that attach themselves to Government.

I want to say here, Mr. Chairman, that I resent that slur on the letter carriers of the United States of America, as placed in the record by Mr. McCann. I demand now, Mr. Chairman, that he not only apologize to me as president of the National Association of Letter Carriers but that he extend that apology to every letter carrier in the United States postal service.

Mr. KEARNS. Mr. McCann, I thought I did hear you apologize a few minutes ago. I imagine you extend that—

Mr. McCANN. Mr. Chairman, I want to say to you—I think I have tried to do it graciously two or three times—

Mr. KEARNS. This is just to be limited.

Mr. McCANN. I am going to be very, very quiet about it. This afternoon repeated attacks were made against me by him. I responded in the same spirit, and I am sorry. I am sorry that I said anything. As a matter of fact, I haven't anything but affection and regard and the best feeling in the world for the letter carriers of the United States.

I extend to them my sincere apologies and best wishes. I haven't anything against any man in the world who labors. The only reason, sir, I made that remark was because you had been needling me for some time and the chairman apparently desired for me to respond.

I am sorry I responded in that vein. I hope we will be able to work together very well, and I think we will. I have no disposition

to quarrel with any of you. I have no disposition to be nasty with anyone. I do resent anything reflecting on the Congress or myself. There have been about 300 people here who watched this hearing for about 2 or 3 weeks. We are not going around the corner saying anything in private and planning or plotting against anyone. We are dealing with everybody in the controversy. We are taking testimony from everyone that has anything to offer. We don't know of a person we have passed up.

You can say to the letter carriers I hope that they will be at the door on Christmas morning. You can say to them I like the letter carriers. And furthermore, the last people I represented in civil life was a group of postal employees, and I was very fond of all of them.

That is all I have to say, Mr. Chairman.

Mr. DOHERTY. In behalf of the letter carriers of the United States and my own behalf, I accept Mr. McCann's apology.

Mr. KEARNS. Thank you, Mr. Doherty.

Mr. Knight has a statement to make.

Mr. KNIGHT. Not unless we are through. If we are going on the witness stand tomorrow; no, sir.

Mr. KEARNS. You are excused. You are excused, but not dismissed.

Mr. McCANN. Mr. Murphy.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MURPHY. I do.

TESTIMONY OF GEORGE L. MURPHY, ACTOR, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. MURPHY. George L. Murphy, 911 North Bedford, Beverly Hills, Calif.

Mr. McCANN. What is your occupation, sir?

Mr. MURPHY. I am an actor.

Mr. McCANN. How long have you been in that business?

Mr. MURPHY. About 23 years.

Mr. McCANN. How long have you been a member of the Guild of Actors?

Mr. MURPHY. Since directly after its formation, which was about 10 or 11 years ago.

Mr. McCANN. Have you been active in its affairs?

Mr. MURPHY. Yes, sir.

Mr. McCANN. Will you, in your own words, give us a narrative of what took place between the actors who went to Chicago and the committee that have testified this afternoon? We are leaving out all the preliminaries before that, over which there is no dispute, what took place in Hollywood before you went, and what took place after you got back. We just want a complete narrative from you of the people you talked with and what was said in Chicago.

Mr. MURPHY. May I ask a question? You said with regard to the committee here. We talked to people in Chicago, other than the men on the committee, the three-man board.

Mr. McCANN. I want you to confine your remarks, first, to this committee, and then if you talked also with Mr. Hutcheson or with Mr. Green or any of the others, I want you to tell us about that. Tell us now about what took place when you went to see this committee.

Mr. MURPHY. If I might have the permission, Mr. Chairman, when we went to Chicago it was for two purposes. We had a resolution we wanted to put before the convention of the American Federation of Labor. And we wanted, if possible, to meet with the committee who had sat on this arbitration, who had handed down the decision. We wanted to meet with these men personally so, if possible, we could get to the truth and find out who was right and who was wrong, and thereby in some way clear up the confusion that had existed in Hollywood. We had no feeling one way or the other. We have worked alongside of men of both organizations for many years, and we hope we will work alongside of them in the future for many years.

We went to talk to these men, aside from the resolution, to see if we could find out directly from them—there had been charges and countercharges—and the issues were so confused that many people had no idea what the directive said. Many people had no idea what it meant. There was a great discussion whether erection meant assembly or whether assembly meant erection, or whether erection meant to bring the pieces in and nail them together. That was our primary purpose in meeting with the three gentlemen who have just testified.

It was our feeling, after meeting with the three gentlemen—No. 1, that we were amazed at the amount of knowledge they had accumulated of the workings of the industry, because, as we all know, it is a pretty complicated affair.

No. 2, I am quite certain that our committee was satisfied with the directive that was handed down in December—in other words, the first directive which has been read and, I believe, made part of the record here was exactly what they meant. We were given to understand that at no time did they mean in any way to change that directive. We were told that the first sentence of the clarification, the so-called clarification, that they insisted that that first sentence be there. In other words, which would state that they were ordered; that as far as they were concerned they did not want to write any more. They had written a directive; they thought they had done a good job, and an honest job, and they stood by that directive.

Further than that we discussed the question as to the construction of sets, which was the major point in question, and as far as I am concerned I was satisfied that these gentlemen knew exactly what construction of sets meant, what that included, and we not once but several times went over the ground again and said, "Do you mean that the set construction, with the exception of mill and trim work, is given to this union as against being taken by this union?"

And they said: "Yes; we believed that and that is exactly what we meant and we don't mean to change it."

They referred to the fact that one of the vice presidents had asked them not to write the directive until they had returned to Chicago to see him, and they told us that since they had 30 days to do the job, which was not adequate time and that they would be rushed, that if he wanted to talk to them about the directive that he would have to

come out here to the west coast. And as I say, our questions and our feelings with regard to exactly what they meant by the directive were satisfied, and when we left that room there wasn't any question in any of our minds on the committee as to what the gentlemen meant.

Mr. McCANN. Now, what do you think they did mean?

Mr. MURPHY. Well, I think that, with regard to the construction of sets on the stages, that work, with the exception of mill and trim work, was given to the IATSE, in accordance with the agreement of 1926, which has been mentioned here today and which at that time I am frank to admit I had not read. I have read it since then, and it was referred to continuously in our conversation, so that there was no ambiguity as far as we were concerned. We thought that we had finally gotten to the crux of this situation and we could come back and announce to the industry our conversations, which we did diligently and as closely as we could to the fact, and we thought that that would in some way help to settle the controversy out here.

Mr. McCANN. Mr. Murphy, did they tell the committee in your presence that this original decision of theirs of December 1945 was plain, that everybody understood it, but that they had had terrific pressure brought to bear upon them for many months?

Mr. MURPHY. They seemed to give that impression.

Mr. McCANN. Did they say that?

Mr. MURPHY. I would not quote at this late date, but I will answer your question, if I may, in this way: That there was no question in my mind after leaving that room that there had been pressure brought to bear on them, first, not to write that decision until they had returned to Chicago, and second, to in some way change the decision.

Mr. McCANN. Now, I will ask you this: Did you hear them say that they were so worried about this problem that they had their resignations in their pockets?

Mr. MURPHY. I would not testify I heard them say they had their resignations in their pockets, but I know, which I will testify to having heard them say, they were so upset and so incensed about the situation they were ready to resign if the council had reversed their original decision.

Mr. McCANN. Will you tell me whether or not they made the statement to you that the reason for the clarification was that Mr. Bill Hutcheson wanted a bushel of words from which he could argue?

Mr. MURPHY. It was not a bushel of words, it was a basket of words. They said they were sorry it was written in that way because it was a basket of words which could be twisted and turned and may be the cause of further argument, where the clarification was supposed to clear the thing up.

Mr. McCANN. And did they say in your presence that that was the reason for this clarification, and that the clarification was a basket of words, so that Mr. Hutcheson could have something to argue about? Did they tell you that?

Mr. MURPHY. If you are asking me to remember actual quotes, sir, I can answer that this way: I can say that the phrase "basket of words" was used, I believe, to the best of my knowledge, by Mr. Doherty. I may be wrong, but the term was used, and there was no question about the impression that he wanted to impart to us was that they had already

written too much, that they were sorry they had written anything outside of the first directive and stopped there.

Mr. McCANN. Did they indicate at whose requests or upon whose insistence this basket of words was written?

Mr. MURPHY. Whether it was done directly or not, we certainly got the impression at whose instance it was done. I think everybody in Hollywood knew that before we left.

Mr. McCANN. Do you recall the opening remark which this committee made when you gentlemen came to their rooms or wherever you met them?

Mr. MURPHY. As close as I can remember, in the first place, may I say we were very gratified and a little surprised that the committee met with us. We didn't think that that would happen, and we were very pleased when they did meet with us, and as I remember the opening of the discussion, they pointed out pretty clearly that as far as they were concerned that their committee was appointed to sit in this arbitration that had been agreed to by the parties involved and management for a period of 30 days, and at the end of the period of 30 days that, as far as they were concerned, their committee was dissolved automatically because of that limitation, and no longer existed.

Mr. McCANN. Do you recall, without trying to put in a specific quote here, that the statement was made to you that they met only as individuals and not as members of a committee?

Mr. MURPHY. Yes, sir; I believe that was said.

Mr. McCANN. And do you recall the fact that they specifically said that their work as a committee was terminated when they made their decision of December 26, 1945?

Mr. MURPHY. That was the understanding that I had; yes, sir.

Mr. McCANN. Now, tell me this: Did you bring up the specific instance of a complete structure being erected upon a stage in your discussion with these gentlemen, and did they give you an interpretation of the proper union to do that work under this decision?

Mr. MURPHY. Well, as I recall it in this discussion, I think I pointed out that some of the rules that used to apply in the picture business and the conditions that used to apply years ago had changed somewhat: that in years gone by most of the sets were constructed in a different way—they were flat pieces—and now that actual sets were constructed on the stage, and that sometimes or during some period of time that there had been, we thought, a need of revising the rules that governed this jurisdiction to change it, and if my memory serves me—I am not positive of this, but I think that Gene Kelly, in the effort to ascertain exactly what was meant by this, I think that Gene was the one who said some sets are built completely on the stages, and did they mean that that work was to be allocated to the IATSE, as the directive pointed out, and to the best of my knowledge they said yes, that they meant those sets were to be erected, with the exception of mill and trim work, as stated in the directive.

Mr. McCANN. Are there any questions that anyone desires that I should ask Mr. Murphy that have not been asked? I want to excuse him when he is through, and I don't want to have anyone feel, on any side here, that they are being neglected. Did the December 26, 1945, decision take any work away from the carpenters?

Mr. MURPHY. Actually, from the conversations and the meetings where I was present, I would say that it took away work from car-

penters to the extent of 350, that was the usual number that was quoted. Now, whether it was 300 or 400 or 500 I wouldn't know, but that was the usual quotation—that the carpenters would lose the jurisdiction of some 350 men.

Mr. McCANN. Now, Mr. Cobb has indicated that what he wants is not the number of men that were affected, but what work, Mr. Murphy, did this decision of December 26, 1945, take away from the carpenter group, if you know.

Mr. MURPHY. Well, I explained my position. I work with carpenters and with painters and with everybody in the studio. My job is acting. I think that possibly your question could be better answered by the representatives of the carpenters. If I were to answer it, I would probably be answering it by hearsay, sir, and not from actual knowledge of the agreement.

Mr. McCANN. Mr. Chairman, Mr. Cobb has requested that he would like to hear that hearsay. I don't like it, personally, and I say this with reluctance—I want to ask any question, but I believe that the point made by Mr. Murphy is very sound, that this information should come from the carpenters rather than from an actor.

Mr. MURPHY. I don't think I am qualified to give it. I will answer your question this way, sir: That there certainly, from hearsay and my knowledge of the meetings, was some work that was taken away from the carpenters. That was what, in my understanding, started the trouble.

Mr. McCANN. Were there any set erectors before December 26, 1945?

Mr. MURPHY. I can't answer that, sir. I think that, for the same reason, would be better answered by people who are concerned with set erection. My concern is with acting.

Mr. McCANN. Was the February 5, 1925, agreement ever fully executed or put in effect?

Mr. MURPHY. I couldn't answer that either. I am not qualified to answer. I will, however, state that I was instrumental in getting the producers' group to finally read that agreement, because I asked for a copy of it and read it—because at that time I hadn't read it; I had not been able to find one. I was the one that was in a meeting of writers and directors and actors and grips.

Mr. McCANN. We have two more questions coming up here. Another question by Mr. Cobb:

Are you qualified to state what work was taken away from the carpenters by the December 26, 1945, decision?

Mr. MURPHY. I think I have made my position clear on that. I would rather not state any technical arrangements or agreements for the carpenters. I think they are better qualified, and I think, since the committee is there and sitting with us and has the records, that they have the information, you might pass that to them.

Mr. McCANN. Mr. Beilenson asks the following question—he represents the guild: Did the three men mention that Mr. Hutcheson understood their December decision and exerted pressure on them to change it?

Mr. MURPHY. I certainly got that impression; yes, sir. That led up to their statement that they were ready to resign if the council reversed their decision.

Mr. McCANN. That was the reason for that statement, no matter what form it took, because of this pressure on them to change it?

Mr. MURPHY. That was my impression, that the pressure or the disagreement with the directive came from Mr. Hutcheson. I might say that before going to Chicago we attempted to see Mr. Hutcheson. Finally, after a great deal of trouble, he agreed to see one of our members, Bob Montgomery, who was the past president of the guild, and would not see me—I was the present president of the guild—and why, I don't know. Out of the Montgomery meeting came certain things that he said that he and Walsh agreed to those. I went to Walsh that same day, and Walsh said, "I can't, because my union has ordered me to correct it." So I said, "Well, it looks like we are not going to get anywhere, so the only thing to do is to see the three men who handed down the decision and get them to tell us exactly what they meant."

I think it might be interesting if I might digress for a minute with regard to the former conversations that have been mentioned here this afternoon. On three occasions there have been mention of phone conversations with the Screen Actors Guild. This conversation was set up after the misunderstanding or disagreement as to what had actually happened in Chicago between the Screen Actors Guild representatives on one side and some of the other representatives of the other unions on the other side, and we suggested to clarify the thing, since we were not all present and talked to the three men, that we would get the three arbitrators on the phone the next day in that conversation. So they made the call for us and we set it up, and there were representatives, I believe, of the carpenters, of the IATSE, of the painters, the musicians, the teamsters, and I think a court reporter that was furnished by the painters, and there were seven phones and I think two loudspeakers, so it was not just a conversation with the Screen Actors Guild; it was a conversation as far as we could arrange it with a cross section of all the people concerned, because we wanted to get the final phases of this thing and to get it in everybody's hands in hopes that we could stop the labor trouble going on.

Mr. McCANN. Now, Mr. Murphy, is there anything else you can contribute to the picture here? If there is anything you would like to voluntarily testify to, we would like to have it.

Mr. MURPHY. Well, sir, I have been pretty gabby as it is.

Mr. McCANN. I think you have been very conservative, sir, very careful, and I appreciate your coming back from your vacation very much.

Now, there is a question here which I have been given by the guild attorney:

From what position did the three men say they intended to resign?

Mr. MURPHY. Well, the impression that I got was that they didn't mean, as I heard earlier today, that they were going to resign from the committee or the arbitration board, that they were going to resign from their offices in the American Federation of Labor. That was the impression that I had. That, I suppose, was predicated on the fact that in the opening of our conversations they had said that the committee was constituted for 30 days and therefore it had run this long and was no longer in effect or in continuance. I assumed and had the impression that they meant to resign either from the council or from some office in the A. F. of L.

Mr. McCANN. Now, I am trying to avoid the disclosure of the screen people's telephone, so will you write there your name on this and your telephone and we are not going to put that in the record, but I am keeping it for the use of the committee in case we do need to recall you. Mr. Chairman, I know of no other questions, unless there are some you are desirous of asking.

Mr. KEARNS. I have no questions from Mr. Murphy. I want to express to you my appreciation for your leaving your vacation and coming back and assisting in this investigation.

Mr. MURPHY. This was nothing. The trip to Chicago was real work. I only wish we could get it settled.

Mr. KEARNS. I have another matter, Counsel, I want to take up. Last evening before the session adjourned, Mr. Joseph A. Padway, who is head counsel for the American Federation of Labor, asked permission, if sometime during today he could testify for a short period pertaining to jurisdictional strikes, also to broaden the aspect of it to give his interpretation. And so, for the remainder of the time this afternoon, and I know it won't be too long, I will call Mr. Padway to talk pertaining to that subject.

Do you solemnly swear that the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. PADWAY. I do.

TESTIMONY OF JOSEPH A. PADWAY, COUNSEL, AMERICAN FEDERATION OF LABOR, WASHINGTON, D. C.

Mr. PADWAY. Mr. Chairman, I want to join with my three clients in stating to you, sir, that I think that you have accorded the American Federation of Labor, through their representatives, the three who are here, a very fair opportunity to state their case, such case as they may have or be called upon to present. I personally want to join with them in that view.

I want to say to you, Mr. Chairman, that I did not understand, when you said questions were to be written, that a request of you also was to be written, and I rose this morning in order to make a request of you. I was going to ask you for some information, but I was interrupted and prevented and anticipated by Mr. McCann. That is all I have to say on that subject. I did not mean to destroy your injunction in that regard. What happened afterward, you know.

Now, Mr. Chairman, I think the committee should know, and there should be a record of it, that jurisdictional disputes are not really the making of any particular union or unions. I would like the record to show that jurisdictional disputes are the outgrowth of the technological progress, the technological advancement we have made over the years with respect to industry. That is true of these disputes, and the unions involved in them are virtually victims of technological progress.

Fifty years ago there may not have been a movie industry; 50 or 70 years ago there may not have been a stage hands' union insofar as the erection of sets on the movie stage is concerned, although there were men who erected sets on stages even in Shakespeare's day.

Now, I ought to say in the brief time that is allotted to me what my experience has been, so as to qualify me for what I am to say. I

have been general counsel for the American Federation of Labor for 10 years. I have been counsel for various labor unions and international unions for 35 long years. I have worked with the very men who are in this room, with some of the lawyers very closely, with others not so closely. I want to say that whoever they represent, I have had the highest regard for them. I have worked with Mr. Pat Casey, that grand old man of the movies, and talked disputes and nondisputes with him, and we have always had a very adequate understanding. I don't know Mr. Boren so well, but from what little business I have had with him—and I have had that in New York—he seemed to be manifestly fair. I must say that I am in no position to take sides. As general counsel of the American Federation of Labor I cannot favor any international or local union in a jurisdictional dispute.

I want to say to you that I never met with the committee, never had anything to do with their decisions or the conferences. I think those who have been witnesses here will tell you that I never attended one of the conferences in this whole particular set-up, because I wished at that time and now wish to remain neutral and I come here in a neutral position.

I know Mr. Hutcheson of the carpenters very well. To me he is an eminently fair and fine gentleman. I know Mr. Walsh and he is an eminently fair and fine gentleman. I know his lawyers in the East, as well as Mr. Cobb, and they are fair. I know Mr. Luddy and Mr. Braslin of the firm in New York, and I have worked with all of them in various matters pertaining to this industry not involving jurisdictional disputes.

So I am in the position of being absolutely neutral, and I will remain in that position until this controversy is ended, and I want Congress to take into account this: I don't want to see it run off, as we think they did in the Taft-Hartley bill, with respect to jurisdictional strikes and formulate some legislation that will injure the entire labor movement. That is my purpose in asking you for permission to testify today, to see that there are not legislative proposals or suggestions that are going to make matters worse.

I believe that these matters should be settled within the courts of labor. I believe, too, that this dispute should be settled. I think that the industry and men who know it—and I know them very well, too—and I have a high regard for them—I know Mr. Mannix, Mr. Louis Mayer, the Warner brothers, practically all of them at some time or other I have met and come in contact with and done business with them—in fact, with Mr. Mayer just 2 days ago in San Francisco, and I met him and talked with him.

Now, the American Federation of Labor desires, above everything else, to see this dispute settled. If these hearings here can result in settlement of such a situation, no one will be happier, no one will be more glad, than the American Federation of Labor, and these three vice presidents who testified. Now, I would give a great deal to see it settled, and I think it can be settled before there is an adjournment. Mr. Beilenson tried it at one time and came close and practically had it settled, and then something went wrong, and there it burst right open again.

It is regrettable, but jurisdictional disputes arise from people fighting for their bread and butter. It is a paramount duty of the inter-

national union, particularly the president of the organization, to protect his men and protect their jobs, because the jobs are their livelihood. Workers have nothing else to sell but their brains and their muscles, their means of production, and so they become animated in their desire to maintain that particular capital which is theirs, which is the right to work. For instance, you take the teamsters. Teamsters drove teams hundreds and hundreds of years. Then came the electric tram and electric bus and displaced many teamsters, and they had a problem of what to do about it. Then came the gasoline bus and displaced the electric tram. Now I say to you in all sincerity, Mr. Chairman, that the man who is displaced from the streetcar probably is hurt—if he is 40 or 50 he will probably be—because the employer of a truck terminal does not need to hire him. He can get younger men.

Yet, what are we to do with these men that leave the trams and the electric cars? It becomes a problem as to what to do with that technological employment.

To illustrate again, in the clothing industry some years ago, somebody devised a cutting machine that, instead of cutting one piece of cloth by hand, marked out by chalk, they had a buzz saw they clamped down on 100 pieces of cloth and the buzz saw went around the pieces of cloth and cut 100 pieces. That threw out of employment hundreds of cutters.

The employers and the unions got together. They agreed they would put a period of time—some time; I think a year—and cut no more than 25 pieces of cloth with that buzz saw. They agreed to draw lots who was to leave the industry. The employers and the union would furnish a little more, several hundreds of dollars, so a man might go out and help himself.

That is the situation here. The carpenters say they may lose their bread and butter. The set director and stage hands fear they will lose their employment. So fighting for what is theirs, or what they believe is theirs, and fighting for their very livelihood, these jurisdictional disputes arise. They are not settled by laws. You can't settle them by laws, nor can you settle them by someone's brief, nor the impression left that old men in their dotage don't do just the thing they have the right to do or can do.

Suppose the American Federation of Labor were to oust these unions for failure, let's say, to follow the decision rendered by Mr. Doherty and Mr. Knight and Mr. Birthright. Let's say we throw them out—revoke the charter of the one that is wrong. Does that settle it? We hope it would. We wish it would. But it doesn't, Mr. Chairman, as you can see, as you will see by an illustration I will give you.

For instance, the machinists and the carpenters came into the dispute with respect to the erection of the runways in breweries. Part of those runways, the sides of them, the chains, are steel. The rollers are wood. The question arises what union is to erect them. The carpenters claimed it and the machinists claimed it. Well, as a result of that dispute, the machinists left the American Federation of Labor. Has that settled the dispute? Why, that has aggravated and led to more disputes because of this.

Now, what happens? Now, that the machinists are independent and no longer affiliated with the American Federation of Labor, the other unions claim, "We have a right now to get part of this work

or that part of the work." The electricians come in and say the welding in the machinist's industry belongs to them. The engineers pick out another part of the work, and say, "We are now affiliated with the A. F. of L. That belongs to us."

From the interest of the body politic and from the interests of the public, it has accentuated the jurisdictional dispute, rather than settled it. It is true it takes time, and maybe the employer is the innocent victim. It will take time to settle these disputes. It is better to keep them within the family, with the hope we may settle the dispute as quickly as it is possible. This has been, as Mr. Doherty said, one of the bad ones. This has been one of the prolonged ones.

Do you know, Mr. Chairman, that the American Federation of Labor executive council and the American Federation of Labor committees settle hundreds of such disputes each year? The building trades council has a set-up with procedures and rules which you may obtain, and I will send you a copy of them. They will prove of great interest to you. I would like to have them filed with the record. It shows how they go about settling jurisdictional disputes. Not all can be settled. Sometimes we find an obstinate union or obstinate officers. They are human in their zeal to protect the rights of their members. Perhaps they go further than they should. Nevertheless, we settle hundreds of the disputes.

I have been appointed as arbitrator by Mr. Green in many disputes among these unions. I have settled many of them right and left. When I can't, I step out.

To say to these unions that because one or the other—and I am not saying that it is so—disobeys the mandate that was handed down by these members of the board, who were told to make a decision, the result shall be to oust them from the American Federation of Labor; that won't solve it.

You may find this: The fact of the matter is, I think I am stating the truth—if I am not, you gentlemen here can bear me out—both Mr. Walsh and Mr. Hutcheson have threatened to withdraw from the American Federation of Labor in connection with different angles of these disputes. Am I right?

Those threats have been made. That is not going to solve the problem. I would hate to see them do that because they are fine organizations. They belong in the family of the American Federation of Labor. It is hoped the American Federation of Labor will in some way appeal to their judgment and to their conscientiousness and fairness, and have them settle it.

You yourself, Mr. Chairman, in connection with another international union, by the simple expedient of a just appeal, got part of those problems solved. I think you did a fine job. You didn't get as far as you liked perhaps, but you did an excellent service for the American Federation of Labor and the American public as a whole in that matter of education with respect to children. You know what I am referring to.

If that should be done, I would appeal as loudly as I could from this witness stand to the attorneys representing the various clients and the two organizations, and the local offices, as well as they can to make further attempt to get together and bring his rather troublesome question to a close. But my purpose is to emphasize once again—

don't have the committee run off with the idea that some vigorous legislation, semipenal or civil in its nature, but with some great sanction, should be enacted, because that won't solve the problem, Mr. Chairman. I thought I would make these few remarks so you may have our position in the matter.

Mr. KEARNS. Mr. Padway, I think your talk is very enlightening. I want to assure you, as a Member of the Congress and as a member of the Labor Committee, that I have always had the interests of laboring men at heart.

I have the honor, as you know, of carrying a card in the A. F. of L. Mr. PADWAY. I know that.

Mr. KEARNS. And I think the greatest souls in America, as I spoke in the Halls of Congress repeatedly, are those that work every day. They are the backbone of America. I only hope what small contribution I can make as one member of the committee—and I know you are trying to make, as counsel of the labor unions, the great laboring unions you represent—that we can instill in mankind this great concept that the greatest way to settle problems is for everybody to cool off and sit down at a table and put the facts on the table and have confidence in leadership that will function.

I feel that way in America, and I say that to you, Mr. Doherty, too, in the effort your group has made, and all the other leaders here, the arbitration table is where we can sit down and talk over our problems.

We will find out that in 9 times out of 10 all of us agree on more points than we disagree on. That way we can solve the problems confronting labor in America today.

I appreciate your being here, Mr. Padway, and all the other witnesses today.

Mr. PADWAY. I can't be here tomorrow, otherwise I would have waited until tomorrow.

Mr. McCANN. May I announce, in the morning the actors will return to the stand—the three men we expect to be here. I hope Mr. Flannagan will have word and the papers back from Washington so he can show the connecting link between his report that lead up to the three men being appointed.

I suggest Mr. Cobb have five of his prospective witnesses available, so we can proceed.

Mr. PADWAY. Could I ask a question on behalf of my witnesses? They have to make transportation arrangements and convention arrangements and for speeches. Could you estimate now just about when they might be excused? I don't want to pin it down accurately. Do you think you would be through with them by 5 o'clock tomorrow?

Mr. KEARNS. I couldn't promise it at this time.

Mr. PADWAY. Would it look that way to you now?

Mr. KEARNS. I couldn't tell you. I may need them more than they need me. I will do everything I can to make that possible.

Mr. PADWAY. The fact of the matter is, they went out and bought transportation for tomorrow afternoon. I said, "Don't be so sanguine." If it could be estimated, I would appreciate it.

Mr. KEARNS. I will do everything to accommodate them.

We will adjourn to 10 o'clock tomorrow morning.

(Whereupon, at 4:35 p. m., the hearing in the above-entitled matter was adjourned to 10 a. m. on August 20, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

WEDNESDAY, AUGUST 20, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 10 a. m. in room 324, United States Post Office Building and Courthouse, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Also present: Laurence W. Beilenson, 321 South Beverly Drive, Beverly Hills, Calif., appearing for Screen Actors Guild.

Mr. KEARNS. The hearing will come to order.

At this time I would like to give a release to the press. The Honorable Fred A. Hartley, Jr., chairman of the Committee on Education and Labor of the House of Representatives, United States Congress, called me from Kearny, N. J., and asked me, as chairman of this subcommittee, to issue the following statement:

Congressman Hartley deeply regrets the incident that occurred at this hearing Tuesday morning, August 19. Further, he has requested that the remarks of Mr. Irving G. McCann, counsel for the Committee on Education and Labor, pertaining to the mail carriers and to William C. Doherty, be stricken from the record. Further, that he was most hopeful this investigation would contribute toward a successful settlement of this jurisdictional dispute in Hollywood.

Mr. Counsel, will you proceed immediately with the schedule of witnesses for this morning?

Mr. DOHERTY. Mr. Chairman, may I ask a question, please? I find that I was in error yesterday in one of my replies—at least, I think I was. I would like to clarify that now, if I may correct the record.

Mr. KEARNS. If you will put it in writing, I will see it is corrected in the record, Mr. Doherty.

Mr. DOHERTY. On my own testimony, must I put that in writing?

Mr. KEARNS. Yes. We have to have it in writing in order to correct anything in the record. I had several during the musicians' hearing here. We asked them all to put it in writing so it wasn't verbal or repetitious of any testimony.

Mr. DOHERTY. I will abide by the wishes of the Chair.

Mr. McCANN. Mr. Reagan, Mr. Arnold, and Mr. Somerset. I would like to have some chairs provided, if possible, for these three gentlemen.

TESTIMONY OF RONALD REAGAN, EDWARD ARNOLD, AND PAT SOMERSET—Recalled

Mr. McCANN. Have you gentlemen been sworn?

Mr. SOMERSET. Yes, sir; we have.

Mr. McCANN. Mr. Reagan—

Mr. KEARNS. Pardon me just a minute. Mr. Knight, any testimony given by any of these gentlemen referring to conversations or meetings with you that you would like to question them about, you have the full privilege of writing your question out and submitting it to the counsel, and your question will be asked.

Mr. KNIGHT. Does that apply to the other two members of the committee, Mr. Chairman?

Mr. KEARNS. Yes, sir; they may all give written questions to the counsel.

Mr. KNIGHT. Thank you.

Mr. McCANN. Mr. Reagan, you have previously testified before the committee that you and your associates visited Chicago at a convention of the American Federation of Labor in the fall of 1946, for the purpose of securing the passage of a resolution setting up a permanent arbitration machinery to settle labor disputes in Hollywood, and for other purposes. Is that accurate?

Mr. REAGAN. Yes, sir.

Mr. McCANN. You have further testified before the committee that on that occasion you and your associates visited the three members of the committee appointed by the executive council of the American Federation of Labor who had issued a decision in December 1945 purporting to make a final determination of the strike which then existed in Hollywood, and who had subsequently, in August of 1946, issued a clarification. Is that accurate?

Mr. REAGAN. Yes, sir.

Mr. McCANN. As I recall your previous testimony, Mr. Reagan, you and your associates have said something about pressure having been brought to bear upon these three men, and you have purported to give to this committee in substance the words which were used by the three men in explaining why they made the clarification of August 1946. Will you now repeat what was then said to you?

Mr. REAGAN. Mr. Chairman and Mr. Counsel, I think it should be made clear that I am not attempting to quote. There are certain phrases and certain expressions that stick out in my mind. I am putting those into my own words, to give you the gist of what was told to us, and the gist was that those men had been subjected to almost ceaseless pressure for 8 months to get them to change their December directive.

Mr. McCANN. Did they state by whom the pressure had been applied?

Mr. REAGAN. Yes, sir; by Mr. William (Big Bill) Hutcheson, international president of the carpenters' union.

Mr. McCANN. Mr. Arnold, is that correct?

Mr. ARNOLD. I don't remember the Hutcheson phrase, but I assume that he was probably responsible for it at the time this was said. His name was mentioned, and I assumed at the time that the pressure was brought probably on the executive council through Mr. Hutcheson, and then, in turn, was brought on the three men.

Mr. McCANN. Mr. Somerset, have you any clarification to add?

Mr. SOMERSET. Substantially what I understood is what Mr. Reagan has said.

Mr. McCANN. Mr. Reagan, there has been testimony by your group which has been categorically denied by the three members of the committee, with a slight diversity of opinion expressed by Mr. Knight, the chairman, as I recall, that at the time of this conference, in substance, the following words were used: That Mr. Hutcheson insisted upon this clarification because he needed a basketful of words to confuse the issue and make possible an interpretation favorable to his men. Now, that is not meant as a quotation, and I want you to state whether any such statement was made to your group.

Mr. REAGAN. There are two parts of that statement which I am positive I remember as the exact wording. One is the term "basket of words" and the second is "haggle over." It was explained that he wanted a basket of words over which he could haggle. It was further stated to us by the three men—or by at least one of the three men—in a meeting of that kind with six on our side and three on theirs, I would not state which man had each time said which remarks—it was said that if 50 men read the Bible, 50 men could interpret it 50 different ways, and he wanted something there where he thought there could be doubt cast as to the meaning and he could argue over the meaning of this basket of words.

Mr. McCANN. Mr. Arnold, do you corroborate the statement made by Mr. Reagan?

Mr. ARNOLD. Yes, sir.

Mr. McCANN. Mr. Somerset?

Mr. SOMERSET. Yes, sir; and only a matter of weeks after that convention was over—it was less than 3 weeks—in our report, that very same expression was used and has been taken down by court reporters. That expression is one that, as I say, stuck in my mind, because it must have been repeated at least a dozen times since the Chicago convention.

Mr. McCANN. Mr. Reagan, there was testimony offered by you gentlemen day before yesterday to the effect that the committee appointed by the American Federation of Labor, when you were conferring with them, stated in substance as follows: That there has been so much pressure brought to bear upon us by the council, or by Mr. Hutcheson—and I want you to clarify from which source—that we have all prepared our resignations as vice presidents, or as members of the council, or as members of the committee—whichever they said—and that we have them in our pockets. Now, will you please explain exactly what was said?

Mr. REAGAN. That to my recollection and to my best knowledge was what was said by the three men. I can say this, that the gist of their remarks, however, were to the effect—I am positive that they were prepared to resign from the executive council, because they had already informed us that they no longer existed as a committee or board, if the executive council of the American Federation of Labor reversed their December decision. I testified, I think, the other day that I assumed they meant then, at that session of the board. I cannot say that they said that it was then or that it had been at a previous session. They so informed us that they had informed Mr. Meany, secretary of the A. F. of L.

Mr. McCANN. Now, may I ask whether you recall that as the statement made by them, Mr. Arnold?

Mr. ARNOLD. Yes, sir.

Mr. McCANN. Do you, Mr. Somerset?

Mr. SOMERSET. I definitely remember that. I don't remember the fact that they had informed Mr. Meany, but I do know that I personally asked Mr. Meany about it and he said he had heard about it. Now, he didn't say whether he had heard it directly from them, but he did say that he had heard about the fact of a possible resignation if the decision was reversed.

Mr. ARNOLD. May I say that later on we had a meeting with Mr. Green, to see if he could not do something to settle this dispute, and we told him the same thing and he said he had heard about it, too.

Mr. REAGAN. Mr. McCann, may I correct one thing in my own testimony?

Mr. McCANN. Yes.

Mr. REAGAN. I testified they said they had informed Mr. Meany. Correctly, they told us that Mr. Meany knew it. I was assuming that was how he knew it. They said Mr. Meany knew they were prepared to resign.

Mr. McCANN. Now, gentlemen, is there any other statement that has been made by these three gentlemen of the committee when they were on the witness stand which any of you wish to answer?

Mr. REAGAN. Yes, sir.

Mr. McCANN. Proceed.

Mr. REAGAN. There was a statement made here the other day by Mr. Birthright to the effect that, as I gathered and as well as I can remember from the other day, they did not know that sets were constructed here on the sound stages at times, and that those sets were being built under this December directive by the IATSE. In our meeting in Chicago we informed them that while the general practice was to construct sets in the mill and then take them in sections to where they were erected on the stages, that from time to time a set was built from the ground up on a sound stage, and we asked them did they mean that that set was to be built and erected and constructed by the IATSE, with the exception of mill and trim work.

We further asked them in the telephone conversation, the court reporter's transcript of which is here in evidence, and both times they answered that they did intend that those sets were to be built, erected, and constructed on the sound stage by the IATSE, with the exception of mill and trim work.

Mr. McCANN. Have you anything further to say, Mr. Arnold?

Mr. ARNOLD. No, sir.

Mr. McCANN. Have you, Mr. Somerset?

Mr. SOMERSET. Well, I would like to say that Mr. Gene Kelly, who was present, was one of the six. He also had the same opinion as we did, and in the report that he made at the Knickerbocker Hotel he said exactly the same, and I am sure he would say it if he was here today.

Mr. McCANN. That is in evidence, is it not?

Mr. SOMERSET. It has been introduced in evidence, but that portion of it which refers to this, which I think is very important, has never been put into evidence in itself, like many other parts have.

Mr. McCANN. I wonder if you will do me the favor at the recess, sir, to secure the exhibit from the reporter.

Mr. SOMERSET. He has it right behind there. I would like to—

Mr. McCANN. Mr. Chairman, at this time I would like to read from an exhibit which has been received in evidence for reference purposes only, that portion on page 50 of volume IV which is entitled "Screen Actors Guild Meeting at 8:30 p. m., October 26, 1946, at Hollywood, Calif."

Mr. KEARNS. No objection.

Mr. McCANN (reading) :

Mr. KELLY. I hope I don't talk too long, but I would like to say quite a few things. First I would like to explain a few things to Brother Mattison. First, on the question of impartiality. If any of you have ever been to Brooklyn, you know how the referee feels and what he is in for. We must insist up here that there is complete impartiality. However, we must also insist that there is a state of mind existing on this side of the table. This state of mind comes after a long and close survey of a lot of factual statistical evidence. No. 1, we went to Chicago, a very naive group, as Mr. Barrett so put it the other evening, and we found out some things in our naive way. We met the three arbitrators, and we asked them how about their clarification of the record. As I said the other night, the three arbitrators told us that they meant the IA should do this work on stages. We said, "Why should the IA do this work on stages?" And they said, "They should do this work on stages because it is an amusement industry, and we feel they should do it." I am one of the fellows who went to Chicago suspecting and smelling a producer rat behind the walls. I wasn't convinced of a thing.

When I went in there I was knocked off my feet a lot more than you were when they told us very clearly that no matter what the clarification said, or no matter what interpretation you put on a package of words, that this was to rest under the purview and jurisdiction of the IATSE. This eliminated for me the producer collusion, and so forth, which I honestly went there suspecting. I felt that they were throwing you two guys at each other's throats, figuring they would have something. Perhaps I was naive in that. But I suspected it anyway. We further pressed them. We said, "This clarification, do you mean it to change anything?" I must go through all this—I know it is getting trite, but I must have you understand this, first, on the basis of impartiality. So we pressed them much further than we did on the phone—Herb and Jim and Mattie and Roy—we pressed them much further. So no man came back from Chicago that was in that room not convinced that the IA should have the work. However, we did feel that after the other night—and on your own admission it was a fair meeting—we did feel, when you threw your little bombshell in, Herb, we felt that, well, we have to get them together and see whether they lied to 10 men in a room.

"Let's pretend we have this thing in a court. Let's say it is in a court. First I want to ask Jim Skelton, because he is a pro in these matters: Is there any construction on a sound stage that is done by carpenters? Isn't the permanent construction done on the sound stages by carpenters?

Mr. SKELTON. Yes; but it says the sets. Yes; they do, on the construction work.

Mr. KELLY. I just wanted to know that in case we get garbled later on. They impressed us very much with the idea that anything done on the set, outside of trim and millwork, was to be done by the IA—clarification or no. We kept insisting and reiterating that no matter what happened, no matter what the clarification said, does that change it. Now, we said, "Do you gentlemen understand the trade-union history of Hollywood? Do you understand what you mean when you say the 1926 agreement? When you say the 1926 agreement, you are saying something that we all know." We asked Mr. Hutcheson just to make sure that he knew it. We found out pretty quick that he did know what the 1926 agreement was.

This is not a question of impartiality. If you had us in a court, no matter what our feelings are in this matter, we would have to swear under oath that we were convinced—under oath, mind you—that we were convinced that this work should go to the IA. Now, further, on Thursday night, in trying to

hold a fair and impartial meeting, we had a lot of discussion leading up to the telephone symposium yesterday which, as Jim has told you, led us all to believe that this work went to the IA, completely and finally, until we got this little telegram today, which I think is just a whitewash to let some guys out. However, you have a lot of guys here ready to swear—and when I say a lot, I think at least six of us were in that room, or eight, including the international president of the five A's, Paul Dulzell, a man certainly, if you don't want to take an actor's word on union things, is far above reproach—we had all these men in the room. Now they told us again and again that the clarification did not change the 1926 agreement. They told us that this should go to the IA. And that was it. So we were convinced. We came back. We had a telephone conversation. We were further convinced. If you felt any elation, Mattie, up here tonight, it was because Thursday we all thought, and I know we all felt, that we had the back of this thing broken; that now we can all get together, get contracts, get arbitration machinery and that is too bad. Jim—we know it is too bad; it is tough; even though your guys can work somewhere else, you hate to lose these jobs. I know damn well Hutcheson hates it a lot worse than you do. Let me ask another question: How important are these 300 jobs? Miss Revere made a very pungent remark tonight. Are you guys willing to risk a power play and destroy your organization and keep people out of work for these 300 jobs, or are you willing to start now and say, "We will let it go at that, start our arbitration machinery and start getting contracts for our men." How important are these 300 jobs? I want to ask it fairly and honestly. Are these men going to work somewhere else, or is it a question of prestige and face-saving. I am a hoofer again—I want to know this. Can you tell me that, Jim?

Mr. McCANN. Is that all you are interested in?

Mr. REAGAN. Yes, sir.

Mr. McCANN. I will pass this to the court reporter.

Mr. SOMERSET. Mr. Chairman, may I say one other remark on this subject?

I want it understood that when we left the meeting with the committee of three in Chicago we definitely said to them, "Is it all right to repeat the things we have been told or is it off the record?"

We were assured it was not off the record and that we could tell people regarding what we had discussed for over an hour with them. That was, roughly, the third or fourth day of the convention, which lasted about 10 or 11 days.

For the rest of that period of time we told people there—we told Dan Tobin, of the teamsters, and we told Matthew Woll, we told Green, we told Meany. We told them all what we had heard and what we felt. So what we are saying here today and what we said yesterday is nothing now. We are not saying something for the first time. We are merely repeating what for over a week we told various officials at the Chicago convention, and again within 2 weeks of the convention it was repeated to every union in the motion-picture industry that was assembled at the Knickerbocker Hotel by delegates of ours, by people that had come back from Chicago. The same thing was said as we are saying here. It is on record in court records. They were well aware of the fact of the way we felt and what we believed had been said by the three men in Chicago.

Mr. McCANN. Do you corroborate that, Mr. Reagan?

Mr. REAGAN. Yes, sir.

Mr. McCANN. Do you want to add anything?

Mr. REAGAN. Yes, sir. I would like to say, in regard to the three men, several remarks were made here yesterday about memory. I would like to repeat something I said to the three men in Chicago, and I said to them on the telephone, as the record shows.

I have the utmost respect for these three gentlemen. They said something about memory. Yes, movie actors' memory happens to be a very definite characteristic of our profession. Also, I would like to corroborate something they said. They came in a meeting and talked to us on subjects they themselves said they would like very much to forget. For that I can certainly agree and sympathize they should.

At the same time when we went into that meeting, knowing in advance of the fact that every word said to us in Chicago—every single thing that happened to us—must be reported factually to our membership; that is why we were sent there. We went in with the definite knowledge we were going to remember everything that was said. It was further impressed on our memories, more than on theirs, as some of the things they said were such a bombshell, as evidenced by the reading of Mr. Kelly's statement.

We only knew there was apparent dissension and disagreement as to the meaning of both the directive of December and the August clarification. It was, therefore, the first time we learned that there had been no misunderstanding as to the meaning of the December directive, and that the only dissension concerning that directive was over the reluctance of one of the participants to agree to the award after it had been made. Therefore, it struck us with quite an impact.

A thing that would further make us remember as clearly as we have, sir, is that we made it very plain to these gentlemen—we all apologized for being repetitious in our questioning—we told them that we had entered that room completely neutral, concerned only with the fact this was a jurisdictional dispute and our belief it should not be allowed to close the studios and throw 30,000 people out of work.

Now, sent there by our membership, if we understood them correctly, we were sent there to back and endorse the principles of arbitration, and according to what they told us, one man, and one man alone, was deliberately flouting the very principle of arbitration we were there to support. That is why we apologized to them for repeating our questions over and over again.

They assured us our understanding was correct. We then left that meeting, sir. We went into a meeting of our own, knowing we would have to report it. We always went in and reconstructed what had taken place, each one of us contributing to all the things, until we had the story correct. One of the reasons I happen to have the story perhaps a little more at hand is because I was elected by our committee as spokesman. Anyone could have been it. It fell to my lot to be the spokesman, and several times to tell the story. I made the report to our board and membership.

We went to see Mr. Green, and Mr. Green, in substance, corroborated what they had told us. He told us he had learned of the possibility of their resigning, and it was his understanding that their award gave the jurisdiction to the IATSE.

A few hours after that, all in the same day, we saw Mr. Hutcheson, and Mr. Hutcheson in effect—not in the same tone of voice—corroborated what the gentlemen had told us. Mr. Hutcheson said, "Yes; those three blockheads—" and I want to digress and say we do not concur in his opinion when he used that term.

He said, "Those three blockheads based their December award on the 1926 agreement; when they first returned a clarification in August they again referred to the 1926 agreement." He said, "I would not stand for that in the clarification." And he said, "I would not abide by that agreement 20 years ago when one of my locals attempted to take jurisdiction I felt belonged to the carpenters away from them." And he said, "I will not abide by it because it is 20 years later."

That, sir, is the end of what statement I have to make about it.

Mr. McCANN. Mr. Arnold, do you want to add something?

Mr. ARNOLD. Yes; I would like to say a few words. In my testimony the other day I also referred to the three gentlemen, that they had been labeled the "three wise men." I thought that this was very unfair, and I said so at the time. I still mean it. They did a fine job. They were sincere in their work, and I was a little bit bewildered yesterday; I am a little confused this morning.

On three occasions I remember this. In Mr. Tobin's apartment at the Morrison Hotel, in Mr. Green's apartment, and I think it was Mr. Meany, too—we will leave him out. We will say it was only twice. I said, "Do you think Bill Hutcheson could settle this problem?"

They said, "Of course, but he wont." Both those gentlemen said that. I remember that very distinctly.

Mr. McCANN. You mean, now, Mr. Green and Mr. Meany both told you—

Mr. ARNOLD. Mr. Green and Mr. Tobin. I said, "Do you think Bill Hutcheson could settle this?" And they said, "Yes."

Mr. McCANN. Now, gentlemen, does that finish your contribution, or do you have something else to offer? Mr. Somerset, you had some exhibits. I stopped you in the course of your testimony.

Mr. SOMERSET. Yes. On Monday, in the first statement I made regarding the threats that had been issued by the strikers at the time, in the first strike. You interrupted me and said, "I don't want anything without corroboration."

I said, "I am sure I can get it." I said, "I do not have it now."

Mr. McCANN. Do you have that corroboration now, sir?

Mr. SOMERSET. Yes.

Mr. McCANN. Will you please advance and give it to me?

Mr. SOMERSET. Yes.

Mr. McCANN. Mr. Chairman, I now hold in my hand a letter signed John Dales, Jr., executive secretary, which is on the letterhead of the Branch of the Associated Actors and Artists of America, affiliated with the American Federation of Labor. It is dated June 14, 1945.

I have in my hand a one-page dodger, printed on both sides, entitled "Notice to All Actors. Today Is the Dead Line." Dated June 13, 1945.

I hold in my hand another pamphlet. It is a copy of Variety, dated June 6, 1945. On the back there is an ad, "Notice to all motion-picture actors." I ask, Mr. Chairman, that these documents be received in evidence for reference purposes.

Mr. KEARNS. No objection.

(The documents will be found in the files of the committee as reference exhibits 13, 14, and 15, respectively.)

Mr. McCANN. Mr. Reagan, yesterday or the day before, in a conference with you, and I think in your testimony, you referred to the fact that your union, the Union of Screen Actors Guild, has an estab-

lished procedure by which all matters of vital importance are submitted to the union in writing and a secret ballot made by the membership of your union on the question at issue. Is that correct?

Mr. REAGAN. Yes, sir.

Mr. McCANN. Mr. Reagan, at that time I believe I asked you if you had any suggestion to offer for the solution of such problems as had arisen in Hollywood. I believe that you stated to me it was your opinion that if unions generally adopted the policy of submitting a matter of importance to their membership, and had the membership vote on it by secret ballot, that most of the union problems of this country would be cured. Have I correctly quoted you?

Mr. REAGAN. Yes, sir.

Mr. McCANN. Mr. Chairman, I think that that is a very important contribution from the Screen Actors Guild.

Are there any questions which any of you have to ask of these actors?

Mr. Chairman, I hold in my hand some questions submitted by Mr. Luddy, to be asked individually of Mr. Reagan, Mr. Arnold, and Mr. Somerset.

You were present during the time that Messrs. Doherty, Birthright, and Knight testified, were you not?

Mr. REAGAN. Yes, sir.

Mr. ARNOLD. Yes, sir.

Mr. SOMERSET. Yes.

Mr. McCANN. They all three answer affirmatively. In view of the fact the testimony given by these three men is directly contrary, in many important particulars, to the testimony which you previously gave on the witness stand, do you now desire to in any fashion change the testimony you previously gave?

Mr. REAGAN. No, sir.

Mr. ARNOLD. No, sir.

Mr. SOMERSET. No.

Mr. McCANN. They all answer in the negative. A question submitted, to be asked Mr. Somerset.

At the May meeting in Washington with the A. F. of L. executive council, was Hutcheson present?

Mr. SOMERSET. No; no, he was not.

Mr. ARNOLD. Mr. Somerset and I were there. He was not there.

Mr. McCANN. What was the occasion for your committee being in Washington at that time, Mr. Somerset?

Mr. SOMERSET. It was a direct call of the executive council of the American Federation of Labor, to try to set up permanent arbitration machinery for the motion-picture industry, in accordance with the resolution that had been passed at the Chicago convention the year previously.

Mr. McCANN. Is that correct, Mr. Arnold?

Mr. ARNOLD. Yes; the convention authorized the executive council to set up the arbitration machinery for the motion-picture industry alone. Of course, I happened to be in Washington and they asked me to attend the meeting. I went there, thinking that the machinery had already been set up, but in the meantime nothing had been done. There was quite a hullabaloo about it.

Mr. McCANN. Mr. Somerset, was any explanation given for Hutcheson's absence?

Mr. SOMERSET. Yes.

Mr. McCANN. What was it?

Mr. SOMERSET. Two. When the meeting convened, in the morning, every international was represented either by their international president or by a representative, every studio, every international affected in the studios, except the carpenters who had no representation.

When the meeting convened, immediately it was asked, "Where are the carpenters' representatives?"

Green, who was naturally chairman, informed the people present that Hutcheson had notified him that he was too busy to show up. Immediately the other international presidents said, "Well, we are pretty busy, too. After all, Mr. Hutcheson was present at the executive council meeting that authorized you, Mr. Green, to send out these invitations to these meetings. After all, a great number of us have come quite a distance."

And Green said, "Yes; Mr. Hutcheson was present."

They said, "Well, we think that, the least to say, it is pretty bad manners of a gentleman who tells you to call this meeting and then does not show himself."

There was a motion made that Mr. Green, during the recess, should contact or have his office contact Mr. Hutcheson and find out from him personally by word of mouth why he could not be present, and that if he could not be present, would he please send a representative.

We went on with the business without him. We recessed for lunch. We got back about 2:30. Mr. Green was asked if he had contacted Mr. Hutcheson.

He said, he had been unable to at present. About 45 minutes later the telephone rang and Mr. Green went into the booth, which is in the executive board room there, and was in there about 10 minutes.

He came out of the booth, and he said, "I have just caught Mr. Hutcheson. He was on his way from Miami to Indianapolis. He has just arrived and he says he is very sorry, but he is too busy to appear and he has so much work in the international that he is also sorry, but all his representatives are also busy and they will not be able to show, either."

Mr. McCANN. Of course, that meant that there could be no arbitration machinery set up because, by its provisions, everyone of the internationals involved had to agree to it.

Mr. SOMERSET. Well, that is true. There was an attempt. Every other international president in the room said, "After all, we don't see why one man's absence should stop us from trying to do something." That was the consensus of opinion.

They felt it was a pretty bad thing if one man, by his deliberate absence, could stop something that was that important.

So we tried to carry on. We did our best to carry on, and, in fact, there was a motion made at that meeting that a committee should be formed. I think it was Dan Tracy of the IBEW that made the motion—I am sure it was—that a subcommittee of this committee should be formed to try to work out arbitration machinery for the motion picture industry and it should be resubmitted to the full committee. That if the full committee agreed that that was the arbitration machinery, that they would accept, then, regardless of whether Mr. Hutcheson agreed to it, whether he showed up or whether he protested, that would be the machinery that would be taken up.

Now, that, of course, is a little in contrast to the resolution which I know said all the international presidents would have to appear. You will find that in the minutes of this meeting, I am sure, Mr. Counsel.

Mr. McCANN. Does that satisfy you, sir?

Mr. LUDDY. Yes.

Mr. McCANN. Another question by Mr. Luddy. Was Mr. Walsh, president of the IATSE, at the May meeting in Washington?

Mr. SOMERSET. He was.

Mr. McCANN. Any other questions, gentlemen?

These questions are submitted by Mr. Cobb. I am requested to ask you gentlemen individually for responses.

Mr. REAGAN, was any work taken from the carpenters by the December 26, 1945, decision?

Mr. REAGAN. Well, Mr. Counsel, I would say that—and it has to be hearsay—I am like Mr. Murphy said the other day—I am not a technician. I would say from the reaction to the December directive there certainly must have been. I have heard it testified that Mr. Mannix said there would be an exchange of about 350 jobs. That is the extent of my knowledge.

Mr. McCANN. Mr. Arnold, will you answer that question?

Mr. ARNOLD. I don't know so much about the working conditions on stages and sets. I don't know; really I can't answer it. I don't know.

Mr. McCANN. Mr. Somerset.

Mr. SOMERSET. I have never seen the figures in books. From all reports, yes, there were a change of about 300 to 350 jobs, so far as I know.

Mr. ARNOLD. In most of these meetings, Mr. Counsel, if I may inject, that came after the clarification. I wasn't sitting in on those meetings at all. I don't know what discussions went on.

Mr. McCANN. Now, gentlemen, I think you have answered the second question, but I will ask it and see if you have any further answer to make to it. If so, what? He refers to the work. The first question is "was any work taken from the carpenters by the December 26, 1945 award?" The second one is, "If so, what?"

Mr. REAGAN. Well, sir, so far as I am concerned, I think I answered. My only knowledge is hearsay. I heard the statement Mr. Mannix is supposed to have made at Miami. I was not present. I heard it referred to in this court room. I heard that work referred to as set erection.

Mr. ARNOLD. I don't think these technical questions are fair to us. As Mr. Murphy said yesterday, our business is acting. We only tried to do something to settle this terrible thing that was going on in our studios.

I don't think it is fair. Would it take a screw driver from one man or would it take a nail from another one. I don't think it is fair, and I don't think it was fair to ask Mr. Murphy yesterday.

You can smile if you like, Mr. Cobb.

Mr. COBB. Yes.

Mr. ARNOLD. I would like to ask you a few things about acting and see if you can answer them.

Mr. COBB. Which answer would be, Mr. Chairman, that Mr. Arnold is an excellent actor.

Mr. ARNOLD. I have no "Oscars" to prove that.

Mr. McCANN. Mr. Chairman, I am trying to avoid and not to create problems for the witnesses. There have been numerous questions asked that have been submitted, that I would not personally ask. But I have tried to avoid the friction which is incident to refusing to submit any question. I would rather leave it to the witnesses, as has just happened, to respond to any question which they feel is beyond the scope of their knowledge and experience and qualifications to answer, than to be put on the spot as not submitting the question.

Do you believe—excuse me, Mr. Chairman, I was about to omit one of them. Do you approve that?

Mr. KEARNS. I don't think that is clear, Mr. Counsel.

Mr. McCANN. Neither do I, Mr. Chairman. With your permission I will pass—do you approve that? I think it calls for a conclusion and is not pertinent.

Mr. REAGAN. Do we approve of what, sir?

Mr. ARNOLD. Do we approve of what?

Mr. McCANN. The first question, was any work taken from carpenters in the December 26, 1945 decision. The second was, if so, what? The third question is, do you approve that?

Mr. KEARNS. Mr. Counsel, I will strike the question. These gentlemen have been very honest, I think, in stating they do not know the technical phases of this work. I don't think they should be asked to—

Mr. McCANN. I will ask two more questions. Do you believe the carpenters are now entitled to any work under the Beverly Hills agreement of July 2, 1946. If so, what?

Mr. REAGAN. Wait a minute.

Mr. KEARNS. Let's have the question repeated, please.

Mr. McCANN. Mr. Chairman. Question 4 is, Do you believe—

Mr. KEARNS. Whose question is this, please?

Mr. McCANN. Mr. Cobb's.

Mr. KEARNS. All right.

Mr. McCANN. Do you believe the carpenters are now entitled to any work under the Beverly Hills agreement of July 2, 1946; and his second question is, "If so, what?" I am giving them both at once.

Mr. REAGAN. Mr. McCann, I think that the answer to that is already contained in the record in the statement of the December arbitration award, which settled the 1945 strike. I thought it was made very clear, the division of technical work in the studios. We certainly have always supported the principles of arbitration and we support now the putting into effect of that arbitration award which ended that strike.

Mr. McCANN. Do you agree with that, Mr. Arnold?

Mr. ARNOLD. Yes.

Mr. McCANN. Do you agree, Mr. Somerset?

Mr. SOMERSET. Certainly.

Mr. McCANN. Question 6: This is by Mr. Cobb. It is as follows: "Do you believe in the arbitration of disputes on the validity and on the meaning of labor contracts."

Mr. REAGAN. Well, sir, I can answer, so far as the guild is concerned, our policy has always been that in any dispute, to favor arbitration.

Mr. McCANN. Do you agree with that, gentlemen?

Mr. ARNOLD. Yes, sir.

Mr. McCANN. Do you, Mr. Somerset?

Mr. SOMERSET. Yes, sir. I think that is true of our international as well as our union.

Mr. McCANN. Do you know any means of bringing about a prompt arbitration of this matter?

Mr. REAGAN. Well, sir, this matter has been arbitrated. That seems to be what all the fuss is about.

Mr. McCANN. The final question: If no other means is available, would you favor arbitration by the courts?

Mr. REAGAN. Well, now, sir; you are asking us a question here that would take a little study. I don't believe that I am qualified to answer right now. I don't know how far you can go in rearbitrating an arbitration.

Mr. McCANN. Is that your answer?

Mr. ARNOLD. That is my answer.

Mr. McCANN. Is that your answer, too, Mr. Somerset?

Mr. SOMERSET. When once a thing is arbitrated, and it is in the record, and it is final and binding, I don't see any possibility of re-arbitrating.

Mr. ARNOLD. Every one of us sitting here at this table who have been in an arbitration, and those that have sat in there, Mr. Chairman—I don't ever remember being asked for a clarification. I will tell you, Mr. Counsel, that we have always come out on top, and I have been very fair with it, and never in the 10 or 12 that I have sat in in the 12 or 14 years I have been a member of the board of directors of the Screen Actors Guild has there ever been a clarification asked for.

Mr. McCANN. Gentlemen, this question is submitted by Mr. Averill Burman: Why does Mr. Reagan insist on the validity of the 1945 award as against the later clarification?

Mr. REAGAN. Mr. McCann, in the last line of the clarification it still says that the clarification is in no way intended to change the December 26, 1945, decision.

Mr. McCANN. Any further questions?

Mr. Cobb has another one.

Gentlemen, there are two parts to this question, which I will read as one so that you can dispose of them with one answer.

Do you believe somebody should have the power to enforce arbitration decisions; and, if no other means is available, would you favor enforcement by our Federal courts?

Mr. REAGAN. Now, you have taken us from being carpenters to being lawyers, Mr. McCann. I don't know all the rules and regulations concerning arbitration. I asked Mr. Hutcheson once, when he asked us in his hotel room, how we would enforce an arbitration award if we had it, and we told him we believed, in America, when you decided to play ball and had an umpire, that you accepted his decision, whether you agreed with it or not, and that you didn't need a policeman to make you accept it.

Mr. McCANN. And what did he say to that?

Mr. REAGAN. Mr. Hutcheson changed the subject.

Mr. McCANN. Do you have the same answer, Mr. Arnold?

Mr. ARNOLD. I don't think it is fair to ask us the question.

Mr. McCANN. What is your response, Mr. Somerset?

Mr. SOMERSET. Exactly the same. I don't know the answer.

Mr. ARNOLD. Mr. Counsel, if the people who are in dispute here can't get together among themselves, I don't know how in heaven's name the courts are going to do it, unless they put them all in jail.

Mr. REAGAN. You see, Mr. McCann, the question that was asked us is trying to lead or trap us into saying something that might indicate that we favor the Government forcing somebody to go to work. I am a laboring man and a union man, and I believe in the inalienable right of any man to strike if he so desires.

Mr. McCANN. Mr. Chairman, that completes the questions.

Mr. COBB. I have another question.

Mr. McCANN. He has one more question to ask.

Mr. KEARNS. Let's move it along. We don't want to lose any time.

Mr. McCANN. Gentlemen, this question is submitted to you: Do you believe the courts should have the power to enforce a worker's right to work under a collective-bargaining contract?

Mr. REAGAN. That is getting into a pretty legal field, too.

Mr. McCANN. That is Mr. Cobb's question.

Mr. REAGAN. Mr. Cobb is getting us into a sort of a legal field here, that it would take a lot of study to answer a question like that. I think that is why unions hire lawyers. I think you are getting into a field there—could I make a statement, Mr. McCann, to indicate the attitude of the gentlemen here, and myself, and of the Screen Actors Guild, regarding our labor policy and our belief?

Mr. McCANN. We will be glad to take it, sir.

Mr. REAGAN. First of all, we have a very great faith, not only in America but in the American citizen and the American workmen, who, as was said here the other day, is the backbone of America. We believe in Jefferson's words, which he expressed better, that the American citizen, if you tell them the whole truth, will never make a mistake. We believe in the purposes of legislation concerning labor unions. We do not believe in the principle of legislation trying to interject itself into the relations between employers and employees, to bring in a relation which has never operated historically, and we are not sure that it will; and we do believe in the democratic rights of the American workingman within his union to try to preserve what we have gotten.

We entered this strike primarily with a selfish motive. We were attempting to settle it because the overwhelming bulk of our people are free-lance actors. They are not under contract. They only work when pictures are being produced.

We know that labor strife that slows down production cuts down the number of pictures and our people don't work. That was our primary purpose in entering into this trouble and trying to settle it, because we were elected to represent the actors on our executive board. So we felt we had an obligation to the whole industry, I will say, and if it was possible at all to stop the fracas, we should do so.

Now, when we entered this thing, we knew what is obvious and has been proven here time after time, I believe, that it was a jurisdictional dispute, an argument between two labor leaders. We saw no reason then and see no reason now why several thousand men would have to give up their means of livelihood while those men argued about something that must eventually be settled by arbitration and could have been settled then. That has always been our task.

In regard to neutrality on this, we don't properly know who should do what in the studios. We have never tried to decide that. We are

completely neutral in regard to what union is entitled to do what work. But where an agency has been set up and where a labor dispute between unions has been to arbitration, we are bound to support the principle of arbitration and we will support whoever is abiding by that arbitration agreement, and we will oppose anyone who is seeking to overthrow that arbitration award.

I might add, sir, that if in Chicago we had been told that the situation was reversed—if we had been told it was the IATSE who refused to abide by this arbitration award, we would have been just as vigorous in our action in opposition to them.

Mr. SOMERSET. If we knew what was said at that time. I would like to add if we had known that the three arbitrators meant what they apparently meant when they were on the stand yesterday, and if they had said to us and made it clear to us that that is what they meant in Chicago, I can assure you on my oath that all six of us would have gone back and made a very, very different report to our membership.

Mr. KEARNS. Do you have any other questions, Mr. Counsel?

Mr. McCANN. I have a question which is submitted by Mr. Verne Mahan, of the University of California, at Los Angeles; and, Mr. Chairman, in regard to this question, I wish to say that the university has been conducting, under a foundation, a study of this strike situation for a good many months, and I have introduced its report in evidence for reference purposes. I think this question has been answered in the last minute, but I am going to ask it again.

Mr. KEARNS. Why ask it again?

Mr. McCANN. I want to see if it is answered, or if it is not. If it is, the witness can refuse to answer.

In view of the arbitration committee's testimony at the hearing about their intentions in the December directive, what is your position with respect to that directive now?

Mr. REAGAN. Well, sir, the day before yesterday I thought it was one thing, but yesterday afternoon we heard the three men testify that they had no intention of taking away from the carpenters that which was historically their jurisdiction, and at the same time they had no intention of taking away from the IATSE that which was historically their jurisdiction.

Now, sir, you figure it out from there. We were told in Chicago that the historical jurisdiction of the IATSE was, in the motion-picture studios, the erecting of motion-picture sets.

Mr. McCANN. That completes the questioning, gentlemen. I will now—

Mr. KEARNS. I have some questions.

Mr. McCANN. Please excuse me, Mr. Chairman.

Mr. KEARNS. Actors, if they get employment on the sets, as you said—if there is work to be done—probably make a little bit more money than most of the fellows around the lot?

Mr. ARNOLD. But they don't have as much left, Mr. Congressman.

Mr. KEARNS. Well, none of us has too much left. I would like to have you tell me what is the attitude of most of the workers around the lot toward the actors. I go back to the old days. I remember, as a young fellow I went down to the Metropolitan Opera House one morning and I was watching Antonio Scotti, the great baritone, rehearse,

and most people thought he was a marvelous actor, but he was a glorious singer; but he was up there on the stage in the morning and marking it off, every action he took.

By the time of the performance he had it in such a routine way that they thought that was grace personified. But when he was through—and he sang one of the arias he was going to do in the opera—he came down from the stage and there was an old lady back in the aisle, who was scrubbing. He went up to her and he said, "Mamie, how did I do this morning?"

She said, "Oh, Mr. Scotti, you did wonderful." She said, "You were much better this morning than you were yesterday morning, and you will give a great performance."

So he came over to me and he said, "You know, Carroll, all these music critics comment on my work, but there is my greatest critic."

I just wondered if that feeling existed around the lot. I wondered if, whenever Mr. Reagan, or Mr. Arnold, or whatever actor it was, makes a picture—I wondered if they are in there pitching. Do you have that feeling on the lot? I don't know anything about it.

Mr. ARNOLD. Generally so; generally speaking, yes. There are very few people that don't like actors on the lot. There are a few that think sometimes that we are high-hatting them, and that we earn too much money, but the general feeling among actors and the stage hands and the crew is that whether they are an actor or a stage hand, they are in the theater—they are in pictures.

I have been out here 15 years and I have been in the theater about 25, and I never have arguments with people. The only argument I had was with a director. That is the only argument, once in my life.

Mr. REAGAN. Mr. Kearns, the viewpoint there has always been a part of show business on the part of the people working on the job. It goes back to the old-time days of the circus, when they yelled, "Hey, Rube," when the town people got tough with them.

Of course, we in the acting profession do come across, to use the slang term. There are certain actor haters that you run into in bars and other places that seem to have that attitude, but there are not too many of them.

I would say that the gentleman you mentioned was a very smart and very shrewd actor. He knew, as we all know, that the critics don't pay for their tickets and the Mamie's do.

Mr. ARNOLD. That also happened on the legitimate stage. When we were putting on a new show, the stage hands were working in there, and you would ask them, "What do you think of the show; is it going to be good or bad?" and 9 times out of 10 they are right.

Mr. REAGAN. Mr. Kearns, I think the thing you are referring to is what has happened all through the business, because I think one of the greatest tragedies as the result of this labor strife that we have been through is the fact that it breaks up this closely knit family unit.

I hope that we can get not only some technical solution, but some solution there which will take away that deterioration in that attitude, and make us realize that we are all people in this industry and ought to have the same attitude.

Mr. KEARNS. Thank you, Mr. Reagan. We will recess.

Mr. ARNOLD. May I say something to Mr. Doherty? If Mr. Doherty would come to live in Hollywood, he might change his mind

about what he said about Hollywood here yesterday. Hollywood is a great place to live.

Mr. KEARNS. He referred to this situation. I don't think he meant Hollywood as a place to live.

We will recess now.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. Counsel, what is the next witness?

Mr. McCANN. The next witness will be Mr. Sorrell.

TESTIMONY OF HERBERT K. SORRELL—Recalled

Mr. KEARNS. Mr. Sorrell, you have been sworn?

Mr. SORRELL. Yes.

Mr. McCANN. Mr. Sorrell, did you state your name and residence for the record previously?

Mr. SORRELL. I did.

Mr. McCANN. Your telephone number?

Mr. SORRELL. I did.

Mr. McCANN. Mr. Sorrell, I am not calling you at this time to testify generally on the issues between the carpenters and the IATSE in Hollywood.

I have not conferred with you about it. In view of the conflict of testimony between the members of the Screen Actors Guild and the testimony of the three men who acted as a committee and gave the decision of December 26, 1945, I want you to confine your testimony to the convention in Chicago and tell us of any conversations that you had with these three men, or with Mr. Green, or Mr. Meany, or any of them, in regard to the interpretation that was set on the December decision.

Now, will you proceed and tell us that in your own way?

Mr. SORRELL. Yes, I will do my best. Now, before I start I want to tell you that maybe I will say things that you don't like, or Mr. Kearns doesn't like, or my friends, the vice presidents of the A. F. of L., don't like, because I am just a dumb painter. I am not smart. I never was a mail carrier or an attorney, and if I get out of line, why, I don't want to be attacked, because I will attack back.

Mr. McCANN. I can assure you that I have no intention of attacking you.

Mr. SORRELL. Now, I went to Chicago, and Jimmy Skelton went to Chicago with me and Roy Tindall.

Mr. McCANN. Who is Jimmy Skelton, so we will have that in the record?

Mr. SORRELL. Jim Skelton is the business representative of the carpenters local 946.

Mr. McCANN. And who is this Tindall?

Mr. SORRELL. And Roy Tindall was the business representative of local 40 of the International Brotherhood of Electrical Workers.

Mr. McCANN. Proceed with your story.

Mr. SORRELL. All right. We went there for the reason that we wanted to get our people back to work, and to get back on the pay roll ourselves. We thought that we should see Mr. Doherty, Mr. Knight, and Mr. Birthright, whom we called the three wise men. When we

called them the three wise men, we didn't mean to insinuate they are not wise. We think they did a pretty fair job.

We didn't have special meetings with these men. We met them at the American Federation of Labor convention in the hotel where the convention was being held, and we talked to them—at the Morrison Hotel, I think it was—and they told us the story exactly as they told you when they first got on this stand.

And we were convinced that they meant what they said, and I am still convinced that they meant what they said. I was surprised when I came back and found that the actors had interpreted the things and that they had said differently than what they had said to us.

There are several things that have come up here which would almost make it appear that some of these people are perjuring themselves. I know that some of the same words were used to me, but I interpreted it entirely different from what the actors interpreted it.

Mr. Doherty told me that the directive meant exactly what it said, and the clarification did not change the directive.

Now, I am not sure whether it was Mr. Doherty or Mr. Birthright, or which of them, went into it distinctly, but I think if you look in the dictionary you will find that the word "erection" meant to erect, to stand up or to assemble, and the word "construction" means to build.

We asked him if there was not some way in which they could use words to put in there that will be more definite, so that the producers would recognize their thoughts that they tried to put on paper, and one of the gentlemen said to me, and I don't know which one it was, "You get a bundle of words and you get in trouble, Herb. Let it go as it is. Every time we open our mouth we get in more trouble. We thought we made it very clear."

Mr. McCANN. When was it that they said that to you—was it at the Chicago convention?

Mr. SORRELL. This was in Chicago during the convention.

Mr. McCANN. And after the directive or clarification of August?

Mr. SORRELL. After the clarification had been ordered, yes.

I know we discussed the fact that the grips had always brought in the sets, the sets were built in the mills, and if they were not built in the mills, they were built on the stages because they were too cumbersome to be built in the mills, and that was millwork. There was no doubt about that. The IATSE had always brought the sets in and set them up—erected them, so to speak—nailed them together, and took them down, and if there was any construction work to be done—if a stair had to be built—the carpenter came in and built the stairs. That would be considered millwork.

There was, in my estimation, a conspiracy to cause the carpenters to lose the work that was intentionally theirs, both by the directive and by the nature of them having always done the work.

Mr. McCANN. Just a minute, now, Mr. Sorrell—the last clause, "There was a conspiracy"—I want you to leave that out, because we are not dealing with this issue now.

You will have an opportunity to testify in regard to that. I am just asking you now to tell us what took place in Chicago: if you saw Green, if you saw Meany, if you saw Hutcheson, if you saw these three men who were on the committee. Just confine your testimony at this time to that. You will be given an opportunity to state your conclusions later.

What I am trying to do now, you see, we have heard these two sets of witnesses on what took place in Chicago at the convention, so will you try to tell us now what was said to you and what you said to others in regard to this clarification of the original directive?

Mr. SORRELL. Well, that is what I am trying to do.

Mr. McCANN. If you have anything that would be by way of explanation and if you have anything to add in regard to the conversations, I want you to bring it in.

Mr. SORRELL. Naturally I talked to Green.

Mr. McCANN. What did Green say?

Mr. SORRELL. Green said it was up to the committee. He shoved it onto the committee. The committee didn't try to dodge any issues, though. They didn't shove it back at Green.

And I spoke to Meany and he said, "You people should get together out there and settle things."

Mr. McCANN. There are two main issues here, as I get it, that have been testified to in a conflicting way by the committee of vice president of the Screen Actors Guild.

Tell me this, Mr. Sorrell: Was anything said to you about their being ready to pass in their resignations, or about their having their resignations?

Mr. SORRELL. Yes; that rings pretty clear to me, too.

Mr. McCANN. Would you tell us about that?

Mr. SORRELL. I can tell you some of it, and they didn't say it to me in the way that they were going to resign or had their resignations.

Mr. McCANN. What did they say?

Mr. SORRELL. Oh, I think it was either Mr. Doherty or Mr. Birthright who said, "Before anybody will force me to do anything that is not right, they can have my resignation." But he didn't say that anybody was forcing him, but he said, "Before anyone can force me to change my opinions and render a different decision, they could have my resignation. I went out there and tried to do a job." And he was very insistent in that, he didn't say that in the tone that the actors said, "I'm going to resign; I've got my resignation in my pocket." He said that in a tone to convince me that everything was all right and that he was a man who would stand on his word, and if some strange power should say that he must do this or get out, he would get out.

Now, the interpretation that rang clear to me, that I got—words are words, but meanings are different. The words that they used have certain meanings, but you turn them a little bit and they have another meaning. And that is the trouble; that is the misunderstanding. I think I came back with a clearer picture, and the actors evidently thought they came back with a clear picture, and I still think I am right.

Mr. McCANN. All right. Now, let's have this: Was anything said to you by the three vice presidents who served on this committee about the pressures that had been brought to bear upon them by Big Bill Hutcheson?

Mr. SORRELL. There was something said to me about pressure pertaining to this case, but not by Big Bill Hutcheson.

Certainly there was pressure. They said, "There is so much pressure, they sent a lot of big-shot actors here to pressure us, we were

pressured on every corner, but"—and this is where it came in—they said, "We will resign rather than do what we think is not right. This is our opinion and this is it." Very clear.

Mr. McCANN. Was it your impression that those actors were pressuring the committee?

Mr. SORRELL. Well, it was my—yes; yes, sure.

Mr. McCANN. It was?

Mr. SORRELL. Oh, yes.

Mr. McCANN. Was it your impression that they were trying to sell a bill of goods for the IATSE to the committee?

Mr. SORRELL. Absolutely.

Mr. McCANN. That was your thought?

Mr. SORRELL. Yes, sir.

Mr. McCANN. And that was the only pressure that you know of that was applied against the committee?

Mr. SORRELL. I didn't say that was the only pressure.

Mr. McCANN. I want you to tell me if there was any other pressure.

Mr. SORRELL. I am trying to tell you what they told me.

Mr. McCANN. All right, you go ahead and tell that.

Mr. SORRELL. They told me there was a tremendous pressure; they were pressuring them into some form of clarification; they were pressured by the actors, and everybody was pressuring them. They didn't mention Bill Hutch, but I know Bill Hutch would do it, because Bill Hutch and I see eye to eye on that.

Mr. McCANN. They didn't say he did it, but you know he did?

Mr. SORRELL. I didn't ask. It would be hearsay, and they didn't tell me he did, but I presume he would not be fair to his people if he didn't pressure.

Mr. McCANN. Have you anything else on the conference at all, Mr. Sorrell? We wanted to know if you had anything further to contribute on what took place in Chicago.

Mr. SORRELL. I talked to Bill Hutcheson, too.

Mr. McCANN. What did he say?

Mr. SORRELL. Well, I'll tell you the truth. Bill Hutcheson wasn't too happy to see me there.

Mr. McCANN. He wasn't?

Mr. SORRELL. No; I think that he thought, "You little squirt; you stay home and tend to your own affairs."

That is the attitude he took, but I talked to him anyhow. The remark was made here that the actors were told that Bill Hutcheson said he would run me out of Hollywood. That was perfectly all right with me. I don't blame Bill Hutcheson. I would do the same thing if I could make a good deal for a few thousand people, and I would be a pig if I didn't want to be run out of Hollywood, if that would tend to clear up the situation. That didn't make me mad, but the actors said they told me because they thought it would.

I believe that a fellow doesn't have any personal business to do here—there are so many people's lives at stake. If I had been Bill, I would say the same thing, understand, if by making the statement here that I would run Bill Hutcheson out, it would fit it up, and I would say it if he was sitting there. I hope I cleared that up.

Mr. McCANN. I think you are specific enough. Is there anything else to add? Did you see Mr. Green?

Mr. SORRELL. Yes, I talked to Mr. Green; but, as I told you, Mr. Green gave me the go-back to the committee. I didn't get much out of Mr. Green, nor I didn't get much out of Mr. Meany.

Mr. McCANN. I think that that is all, Mr. Chairman. If there are any questions to ask, I would be glad to submit them to him. Are there any questions, Mr. Luddy?

Mr. LUDDY. None.

Mr. McCANN. I have a question which is submitted by the counsel for the Screen Actors Guild. In the meetings at the Hotel Knickerbocker, which took place directly after the Chicago meetings—you made several statements about what took place—did you ever make any statement at those meetings concerning pressure by the actors on the three men?

Mr. SORRELL. Well, I don't know as I ever did make any statement. I am not in the habit of making statements about pressure on anybody, and nobody asked me, and the actors all knew it.

I didn't talk about the actors in that meeting, if that is what you mean. I mean, there was a complete diversified—our minds were not the same in that meeting. I was very positive in the way I felt about the interpretation of my conversations with these men, and the actors were very positive the other way.

Mr. McCANN. I have a question here, submitted by Mr. Burman, which I think is inappropriate. I want to pass it to the chairman, so he can see what I have turned down. If the chairman feels it should be asked, I will be glad to do so, but I think it is inappropriate.

Mr. KEARNS. Mr. Counsel, I would like to answer the attorney. I think this would be more appropriate coming at a later time, when we get to that.

Mr. McCANN. It is not an attorney. That comes from a radio commentator.

Mr. KEARNS. Then I will tell the radio commentator that, no doubt, that will be brought out for us when we hear the labor side. I would rather not inject it into this.

Mr. McCANN. I didn't think that was appropriate at this time.

Mr. KEARNS. All right.

Mr. McCANN. That is all, Mr. Sorrell, at this time. Thank you very much.

Mr. Chairman, shall we adjourn until after lunch?

Mr. KEARNS. No: I have granted Mr. Doherty 5 minutes to give a response to Mr. Hartley's message to the hearing this morning, so I will hear Mr. Doherty at this time.

TESTIMONY OF WILLIAM C. DOHERTY—Recalled

Mr. DOHERTY. Mr. Chairman, I want to make the record clear, that Congressman Fred A. Hartley of New Jersey has always been a very good friend of the letter carriers and other postal people.

During the night I received many long-distance telephone calls from letter carriers, from my family, all asking the same question: "What has Fred Hartley done to you?" All asking, of course, if I was walking on my head in Los Angeles, and it became increasingly difficult to convince my mother and father in Cincinnati, my wife and nine children in Washington, that I was competing with the world's greatest actors out here.

So, when Congressman Hartley's statement reached the distinguished chairman of this subcommittee and he read it in the form of a press release, as I understand it, and as I recall, it was with a feeling of great elation, I am sure, that the letter carriers of America and their national president appreciate what the Congressman from New Jersey has done today.

But, Mr. Chairman, expunging it from this record will not take it out of the newspapers of the United States of America, who have been so capably represented by these men of the fourth estate, who cover the country like a Mother Hubbard or a blanket, and so in fairness to Congressman Hartley, while I disagreed with him in toto relative to the enactment of Public Law No. 101, Eightieth Congress, I want to say that he has always been fair to the postal people and that I am happy to number him among my closest friends.

I make that statement not only as the president of the letter carriers, but also as a vice president of the American Federation of Labor.

At this time, Mr. Chairman, I would request that, in fairness to Congressman Hartley, a speech that he made to the convention of the National Association of Letter Carriers on September 3, 1946, in the city of Detroit, Mich., be made a part of the record of this hearing here.

I make that request, Mr. Chairman, for the simple reason that it will tell the people all over America, and particularly my own family and my relations, that Mr. Hartley has not been responsible for what has happened here, and it will tell them that Mr. Hartley holds the letter carriers and other postal people in high esteem.

I now request, Mr. Chairman, that this speech, which I have torn from the pages of our convention proceedings, be made a part of this record, and that it appear in the record as having been submitted by myself.

Mr. KEARNS. No objection, Mr. Doherty.

(The speech referred to is as follows:)

Hon. FRED A. HARTLEY, JR. My good friend, Bill Doherty, General Donaldson, officials of the Post Office Department, delegates to this convention, ladies and gentlemen: At the outset, I want to say if I get to the eightieth session, there is no question I'll be with you. [Laughter.]

I was greeted at the station, as I arrived from Newark this morning, by a couple of New Jersey Lithuanians, Messrs. Slattery and Gerraty, and the first thing they said to me was, "Listen, Fred, this is a convention of the carriers. We don't expect a filibuster." [Laughter.] We want your speech to be like the dresses the CPA has ordered the women to wear—long enough to cover the subject, but short enough to be interesting." [Laughter.]

There is a little gag making the rounds in Washington that I want to leave with you. It concerns a bachelor Congressman who, on his first term in Washington, wanted to go out and have a little evening's entertainment. He went to this ballroom to attend a dance. He didn't want any of the rug-cutting and any of the razz-ma-tazz stuff; he wanted to dance an old-fashioned waltz. The first numbers, however, were nothing but brass. Finally, he was getting ready to leave when the brass section of the band died down and the string section played up, and they started to play a beautiful old-fashioned waltz.

He looked around the auditorium, wondering whether he would be able to find someone who looked as though she might like to dance a waltz. Finally he spotted a petite, demure girl on the opposite side of the ballroom.

He walked over and said, "Would you like to dance this waltz with me?"

"It would be a great pleasure," she said.

They had a wonderful time. They danced around and around and around the auditorium, and all the time a funny sensation was coming over him because

it seemed to him that she was growing taller. When the waltz was over, he said, "I beg your pardon. I want to know if I am suffering from a hallucination. You know, when we started, I recall you came up to the tip of my ear. Now you stand half a head taller."

She said, "It is a bit embarrassing to tell you the truth. I have a wooden leg and you have been turning me the wrong way all during the dance." [Laughter.]

I listened with a great deal of interest to the nonpartisan speech of my good friend, Jesse Donaldson [laughter], and I am going to be equally nonpartisan. [Laughter.]

By the way, have you noticed that, since June 30, members of the administration and the Democrats, in particular, have started to talk about butcher shops and butter? [Laughter.] I am glad to hear what the Postmaster General is in favor of. You know, incidentally, I have been a member of the House for 18 years; 16 of those years I have been a member of the minority party. It is getting darn monotonous. [Laughter and applause.] Just when all the polls predict there is going to be a change, we don't have a Post Office and Post Roads Committee.

I just want to say this in passing, however: I have said what I have said in all good nature and in all good will. All of my 18 years I have been a member of the Post Office and Post Roads Committee, and I don't recall any time when there was a real political difference within that committee. Like the Postmaster General, or as the Assistant Postmaster General said, "I won't care how you vote, as long as you vote Republican." [Laughter.] But I will make an exception; I will go a step further than he did. I will say, if your Democratic Congressman voted for your interest, then vote to return him. [Applause and cheers.]

I think he mentioned something about loyalty to friends. [Ringing sound from microphone.] I'm being heckled. [Laughter.] That's right, Bill; there must be a Democrat outside. [Laughter and applause.] I thought they only did that in New Jersey and Chicago. [Laughter.]

The Assistant Postmaster General spoke about loyalty. Let me say this to every member of this convention present today: If the postal employees, the carriers and all the rest of the postal employees of New Jersey can be taken as an example, the postal employees know their friends, and I can testify to that. [Applause.]

I have had quite a number of fights; as a matter of fact, I have had a fight every campaign I have been in [laughter], both primary and the general elections as well. There are some Republicans that don't like me, too. [Laughter.] But let me say this, in one particular fight—I am going back to 1942—I had a tough fight on my hands. As a matter of fact, I wound up winning by only 52 votes. That is how tough it was. And if ever a fellow needed a friend, I did.

I recall one afternoon in particular—a Saturday afternoon—when there was an outing of the postal employees; I think the carriers were responsible for it, an outing at an outing place in New Jersey. In spite of the fact there was no labor issue involved at all, there was a threat of a picket line around the party.

Your president, Bill Doherty, and your other officers, Clarence Stinson, and many others, and all of my postal friends in New Jersey, went up to that grove, and the attendance was twice as big as it would have been if the pickets hadn't been threatened. How do you like that? [Applause.]

I said a moment ago there hasn't been any politics in the Post Office and Post Roads Committee. Let me say this—and I think you will agree with me when I say it: During the past 2 years, in particular, under the leadership of now Senator Burch, of Virginia, the House Post Office and Post Roads Committee has reported more legislation beneficial to the postal system and the postal employees than in any corresponding period in its entire history. [Applause.]

There is an old Chinese proverb which says: "Whenever an uncle kisses his nephew for the first time, there shall he gain special attainment. If he kisses him on the head, he becomes a great thinker; if he kisses him on the lips, he becomes a great speaker; if he kisses him on the throat, he becomes a great singer."

I don't know where Tom Burch's uncle kissed him for the first time, but he certainly made a wonderful chairman of our committee. [Laughter and applause.] Don't explain that. [Laughter.]

May I also add that, in my opinion, Tom Burch has joined with men like Clyde Kelly and Jim Mead as great friends of the postal employees. [Applause and cheers.]

May I also say that in George O'Brien we have a worthy successor. Let me say this in all candor and in all truthfulness: Whether the House goes Republican or whether it goes Democratic, regardless of what the situation may be—we don't know whether George O'Brien is going to be the chairman of this amalgamated committee or whether someone else is going to be the chairman; it might be me [laughter and applause]—you can depend upon it, we will be in there pitching for you. There is still a job to be done. Don't overshoot the mark, as has been suggested.

Let me go back one moment. Let me give a little credit to my Republican colleagues during the last 2 years, and particularly with regard to this reclassification bill. You know, very often the minority has demagogues, and when the majority comes out with a proposal, the minority says, "Oh, no; we want some more." And very often, by reason of those excessive demands, nothing is accomplished. The Republicans on the committee and the Republicans in the House might easily have taken that position, but we did not. We were thinking more in terms of what you could get and what was best for you. Therefore, we went along with the majority and finally obtained the reclassification bill and the other legislation that came out of the committee. [Applause.]

As I said before, we realize the job still isn't finished. There is other work to be accomplished. Let me suggest to Mr. Donaldson that he can carry the word back to the Postmaster General. I think he is your friend and I think he is my friend, even though he may not be on a certain day in November—that is, my friend, on a certain day in November. [Laughter.] Should the House switch around after January, I will be glad to have his recommendations; I will have a few of my own to suggest, and maybe between the two of us we can complete the job for the entire postal system and the postal employees.

Thank you very much.

[The audience arose and applauded.]

Mr. DOHERTY. Thank you.

Mr. KEARNS. Thank you very much. We stand in recess until 2 o'clock.

(At 11:55 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. Before we start this afternoon's session, it has been reported to me that there have been some people that have come into this hearing with firearms on them. I just want to make this request: If there is anyone here with firearms on them, please go out in the room and hide them behind the door some place, because I don't want to issue any order here that people would be searched before they come in here. I appeal to you people not to have anything like that. I am not suspicious. But that has been reported to me and I was asked to make that announcement here.

Mr. Counsel.

Mr. McCANN. Mr. Chairman, are you ready? **Mr. Skelton.**

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SKELTON. I do, so help me God.

TESTIMONY OF JAMES N. SKELTON, BUSINESS REPRESENTATIVE, STUDIO CARPENTERS LOCAL UNION 946, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOS ANGELES, CALIF.

Mr. McCANN. Will you state your name, your address, and your telephone number?

Mr. SKELTON. James N. Skelton, 3760 Dover Street, Los Angeles 26; Morningside 17039. Born in Pennsylvania, raised a Republican,

and saw the light when I came to California 25 years ago, near Altoona.

Mr. McCANN. Mr. Skelton, what office, if any, do you occupy with a labor union?

Mr. SKELTON. Business representative, Studio Carpenters Local Union 946, United Brotherhood of Carpenters and Joiners of America.

Mr. McCANN. How long have you held that position?

Mr. SKELTON. Since 1941—yes, '41.

Mr. McCANN. This morning it was testified that you attended, with Mr. Sorrell, a meeting of the American Federation of Labor in Chicago, Ill., in October of 1946.

Mr. SKELTON. That is correct.

Mr. McCANN. He stated that on that occasion he talked with the three men, the vice presidents of the American Federation of Labor, who constituted a committee that issued a decision on December 26, 1945, and a clarification in August of 1946. Did you talk with those men?

Mr. SKELTON. Not with all three at one time.

Mr. McCANN. Did you talk to them separately?

Mr. SKELTON. Yes.

Mr. McCANN. Will you state to the committee in your own words what, if any, conversation you had with the chairman of the committee, Mr. Knight?

Mr. SKELTON. None, other than to pass the time of day.

Mr. McCANN. You did not discuss with him the question of the original decision or the clarification?

Mr. SKELTON. I did not.

Mr. McCANN. What conversation, if any, did you have with Mr. Birthright?

Mr. SKELTON. None; other than to pass the time of day.

Mr. McCANN. Then you didn't talk with him at all about the decision?

Mr. SKELTON. Not directly. I listened to conversation, but did not talk directly to him.

Mr. McCANN. You listened to a conversation someone else had with him?

Mr. SKELTON. Yes.

Mr. McCANN. Whose conversation was that?

Mr. SKELTON. Herb Sorrell.

Mr. McCANN. Will you state to the committee what transpired between Mr. Birthright and Mr. Sorrell?

Mr. SKELTON. Well, as near as I can remember, the conversation that I heard was much the same as Mr. Sorrell gave this morning. The only one of the three members I directed any question to myself, and spoke to myself, was Mr. Doherty.

Mr. McCANN. Tell us what conversation, if any, you had with Mr. Doherty.

Mr. SKELTON. Standing in the halls of the American Federation of Labor's convention, Pat Somerset came and told Herb Sorrell he had talked with the three men from the committee of the A. F. of L., and that they were convinced that they did not intend to write the directive or the clarification, and that they expected and it was their intention that the IATSE should do set-erection work on the stages. I went right to Mr. Doherty and asked him, "Mr. Doherty, did you and your

committee write the clarification that we received from the executive council dated August 16?"

He said, "Yes, we did." He said, "We didn't know it would cause a strike or we probably wouldn't have written it."

Mr. McCANN. Is that all that took place?

Mr. SKELTON. That was all with Mr. Doherty. I talked to Mr. Green.

Mr. McCANN. All right. What did Mr. Green say?

Mr. SKELTON. Mr. Green said that he regretted the situation that was taking place in Hollywood, that this committee was appointed by the A. F. of L. executive council to clarify the situation. And while they had no police power, they hoped that everyone involved in this trouble in Hollywood would abide by the decision of the A. F. of L. executive board council.

Mr. McCANN. To what did he refer, the one in December?

Mr. SKELTON. To the clarification dated August 16.

Mr. McCANN. Did he say so?

Mr. SKELTON. Yes, sir; because in our conversation I discussed the clarification with him.

Mr. McCANN. Did you talk with anyone else?

Mr. SKELTON. Well, I talked with a lot of people.

Mr. McCANN. I mean did you talk with anybody else in authority about this decision or clarification?

Mr. SKELTON. I talked with President Hutcheson after the convention was over, and, Mr. Chairman, for the records I would like to make it clear I was not sent to Chicago or invited there by the carpenters' union. The reason for my going to Chicago was, through the trade papers here, we had heard that a group of actors and actresses were going to storm the convention in Chicago. A group of those who were locked out in the studios met and decided that we should send a group there, so we could bring an honest and true report back to our people. And that is the reason I was in Chicago, to make that report to our people.

Mr. McCANN. What did you say to Mr. Hutcheson and what did Mr. Hutcheson say to you?

Mr. SKELTON. I discussed with Mr. Hutcheson the position of the local union at that time, that the producers had locked out all of our carpenters and it was over the clarification of the directive. We felt that, as long as the A. F. of L. executive council had issued a directive, we wanted to abide by it, and we felt they should be big enough to support us in so doing.

Mr. McCANN. What did he say?

Mr. SKELTON. He said they would, and so far he, himself, has.

Mr. McCANN. Did you have any other conversations which related to the testimony of the Actors Guild's witnesses?

Mr. SKELTON. No, I did not.

Mr. McCANN. No further questions, Mr. Chairman. Have you any?

Mr. KEARNS. One question. What do you think was accomplished by your visit to Chicago?

Mr. SKELTON. Nothing.

Mr. KEARNS. That is all I have.

Mr. SKELTON. I would like to ask you a question. At the early stages of this hearing you made a statement here that, before you adjourned the meeting, you would have William L. Hutcheson sitting

where I am now sitting. I hope you will uphold the dignity of Congress and see that that is fulfilled before you adjourn.

Mr. KEARNS. I am making every effort possible to have that done.

Mr. SKELTON. Thank you.

Mr. McCANN. Mr. Tinsdale. I believe he was the other man who was referred to. Is he present?

(No response.)

Mr. KEARNS. Is that Mr. Tinsdale—is that the right name, Mr. Sorrell?

Mr. SORRELL. That is the right name. I don't know whether he has been subpoenaed. I have never seen him up here.

Mr. KEARNS. We have never subpoenaed him. That will conclude that phase of it.

Mr. McCANN. Mr. Chairman, we will call back the vice presidents to the witness stand.

Mr. KEARNS. Mr. Doherty, Mr. Knight, please.

TESTIMONY OF FELIX H. KNIGHT AND WILLIAM C. DOHERTY— Recalled

Mr. McCANN. I have a number of questions which have been submitted to be asked of you gentlemen.

Yesterday we asked the question, Mr. Knight, with respect to the grip and carpenter contract. As I recall the answer at that time, it was stated that the grip and carpenter contract was taken into consideration and was submitted by the carpenters to your committee. Do you recall that testimony?

Mr. KNIGHT. Well, I don't specifically recall that thing. But I imagine that the carpenters did submit it. They submitted quite a volume of stuff to us. Whether that particular item was contained in it I am not in a position to say at this time, until I check the records.

Mr. McCANN. May I ask, did you read the contract which was submitted by the carpenters, called the grip and carpenter contract?

Mr. KNIGHT. I think we did.

Mr. McCANN. Are you sure that you have read that contract?

Mr. KNIGHT. I wouldn't be too definite, because, of all the stuff that was submitted to us in a limited time, it was impossible, after taking all of this testimony from each of the organizations involved, to read everything that was presented. It is like all other committees, I have been on many arbitrations, and that is the history of them, in my experience on arbitrations for the past 35 years.

Mr. McCANN. So you are not sure and you wouldn't say emphatically you did read that contract?

Mr. KNIGHT. No; it is my impression I did. I wouldn't say definitely; no.

Mr. McCANN. I would like to ask, Mr. Doherty, if you read the contract?

Mr. DOHERTY. In all likelihood I did. I don't recall at the instant.

Mr. McCANN. Yesterday you stated your understanding of a grip was just a laborer who carried material back and forth from the mill to the stage and vice versa, Mr. Doherty. I would like to direct your attention to that contract, and ask you if that contract does not provide that the grips shall do set erection.

Mr. DOHERTY. Which contract are you referring to?

Mr. McCANN. I think it is exhibit 6.

Mr. DOHERTY. May I have my material back, Mr. Chairman?

Mr. KEARNS. Yes.

Mr. KNIGHT. May I ask if it is the contract that was consummated between the grips and the carpenters in the 30-day period that was provided for in the directive before we entered into it?

Mr. McCANN. That is correct.

Mr. KNIGHT. I didn't read it, because it was settled, and we were not concerned, if that is the one you are referring to.

Mr. McCANN. Well, I am glad to have you say that, sir.

Mr. KNIGHT. That is my recollection.

Mr. McCANN. I would like to read from this copy the authority that was given under this contract or agreement to the Motion Picture Studio Grips' Local 80. That contract reads as follows:

That Motion Picture Studio Grips' Local 80 shall have jurisdiction over—
The handling of all sets and units from the mill to the stage, from stage to stage, from stage to scene dock, from scene dock to mill, and from scene dock to stage.

The handling and maintenance of all grip equipment.

The erection and handling of all fold-and-hold cut-outs.

The construction, maintenance, and handling of all diffusing frames, with the exception of heavy construction on wooden frames.

The building, erection, and dismantling of all tubular steel scaffolding. This is not to include underpinning.

The construction of all platforms, including underpinning, for use exclusively by camera, lighting equipment, and for supporting dolly tracks.

The agreement reflected in the setting forth of the above jurisdictional points is not intended by either party to reflect the full jurisdiction of these locals in the studios, but does reflect the agreement which has been reached between the representatives of local 946 of the United Brotherhood of Carpenters and Joiners of America, and Motion Picture Studio Grips' Local 80, of the IATSE, on the jurisdictional points which were at issue between these two local unions.

It is further recognized that some of the jurisdictional points to which local 80 has agreed are at issue between the carpenters' local 946 and other local unions of the IATSE, and this agreement is not intended to reflect an agreement to these points for any IATSE local, with the exception of grips' local 80.

Now, I would like to ask whether or not you did read that, Mr. Doherty.

Mr. DOHERTY. I now answer definitely no, for the simple reason, as I testified on previous occasions, that was an agreement that had been entered into by two local unions in the studio industry, and the committee as a whole thought that the millennium had been reached—that at long last two local unions in the studios got together—the IATSE and the carpenters—and we took that in good faith, and, of course, we did not then move into that particular scope of the investigation.

Mr. McCANN. I will ask you if that contract provides that the grips shall do set erection.

Mr. DOHERTY. Which contract are you referring to?

Mr. McCANN. The one I have just read to you.

Mr. DOHERTY. I would not be able to say, except from what I have heard, which you just read out now. We had nothing whatsoever to do with that contract. It was not a part of our scope of investigation.

Mr. McCANN. Do you realize, Mr. Doherty, that the decision which you made on December 26, 1945, varied substantially the contract which had been entered into between the grips and the carpenters?

Mr. DOHERTY. Apparently that is a correct statement.

Mr. McCANN. Do you realize that the decision which you made in 1945, on December 26, took away authority from the grips over certain work, as well as that it took authority away from the carpenters on that work?

Mr. DOHERTY. I am not so certain about that, Mr. Chairman.

Mr. McCANN. You are not certain about that?

Mr. DOHERTY. No.

Mr. McCANN. You did not read it and were not familiar with the terms—you were just happy that two locals had gotten together?

Mr. DOHERTY. I used the word "elated," Mr. Chairman.

Mr. McCANN. Fine. Well, I am trying to use your language without misrepresenting it in any way. It has been testified here that the producers' labor committee, in conjunction, I believe, with Mr. Benjamin, their attorney, made a trip to Miami, and also one to Washington, conferring with the executive council, trying to arrive at just what the decision meant. I refer to your decision. Was this committee present at any of those meetings, either at Miami or at Washington, when the producers committee conferred with them?

Mr. DOHERTY. Mr. Benjamin, you said?

Mr. McCANN. Mr. Benjamin, and, as I recall it, a group of producers went to Washington and to Miami, on this matter, and I am asking now whether you and Mr. Knight were present at the meeting of the executive council when the producers' committee conferred with them.

Mr. DOHERTY. At what date did the producers' committee confer with the members of the executive council?

Mr. McCANN. Well, in Miami, as I recall, it was on January 15, approximately, 1946. I think that is the testimony.

Mr. DOHERTY. We met some of the representatives of the industry down there at that time. I would not be able to recall their names.

Mr. McCANN. Well, did you attend the meetings where they presented their problem to the council and tried to find out what the council meant by this decision?

Mr. DOHERTY. If they came before the council, yes, sir; we were undoubtedly there.

Mr. McCANN. You don't recall the meeting, though?

Mr. DOHERTY. Unfortunately, Mr. Chairman, I don't recall.

Mr. McCANN. And you don't recall meeting with them in Washington when they were there?

Mr. DOHERTY. When were they in Washington?

Mr. McCANN. Could you give me the date of that, anyone?

Mr. PRICE. I can't give you the date, Mr. McCann.

Mr. McCANN. Do you know whether it was early in the year, or—

Mr. DOHERTY. Just approximately, Mr. Chairman.

Mr. McCANN. I am trying to find out, because I was not there. Do you know, Mr. Benjamin?

Mr. BENJAMIN. It was very shortly after the issuance of the October directive of the executive council, before the December decision in Washington. That was not at a meeting of the executive council. That was a conference with Mr. William Green and, I believe, George Meany.

Mr. McCANN. Well, were you there at this conference?

Mr. DOHERTY. To the best of my knowledge, Mr. Chairman, I wasn't. There have been several such meetings when the members of this committee were not called in, and unfortunately I don't have the dates.

Mr. McCANN. Did local No. 727 of the IATSE, which are called utility workers, and which is known around the studios as stage laborers, appear before your committee?

Mr. DOHERTY. I would have to check the record to answer that one accurately. I can't remember all of the local numbers of the various unions.

Mr. McCANN. Do you recall, Mr. Knight?

Mr. KNIGHT. I couldn't say definitely, but I assume they were. We set aside two half days for the IATSE, because the other six organizations had a half-day session, and the IATSE, under the circumstances, was answering all of them, and we gave them more time because of that fact, and it was our intention that the IATSE—and they were invited to do so—should have men in there representing all branches of the trade. Now, whether these particular men were there or not, I couldn't say without checking the record.

Mr. McCANN. Do you recall whether local 946 of the International Brotherhood of Carpenters appeared before your committee?

Mr. DOHERTY. Mr. Chairman, I think that question and the one previous might be answered in this way, that when we arrived here in Hollywood we served notice on the representatives of all the seven national and international unions involved that we would hold a preliminary meeting, and we did hold that preliminary meeting, relative to establishing procedure, and each union involved invited their own representatives. Now, I would have their names somewhere in these voluminous documents here. I don't recall whether they identified themselves with any particular local of the international union involved. So we then took each international union and gave them an assigned date on which they were to appear before our committee, and it is probable that the representatives of those unions, if there was such a local at that time, came before us.

Mr. KNIGHT. Mr. Attorney, just in clarification, I don't think it is material, but it probably should be made, with this sharpshooting, because the international officers, the chief executives, and presidents of each of the organizations involved received a letter before we started to Los Angeles—

Mr. McCANN. I think that has been introduced in evidence.

Mr. KNIGHT. Requesting them to have their representatives meet us at the Hollywood Roosevelt Hotel at 2 o'clock on the afternoon of December 3, and they were all there. We asked them to have one or two representatives. There were about 40 men, I guess, in there. We didn't object to that.

Mr. McCANN. I can realize that some of these questions that are suggested here—and I have a number of them—you may not be able to answer, just as some of the movie people were not able to answer some of the questions propounded to them this morning. They are not catch questions, sir. I am just asking because I thought you might throw some light on it.

In your directive of December 26, Mr. Knight, you granted the making of all props to the IATSE. During your visit to the Paramount studios, did you ascertain just what a prop was?

Mr. KNIGHT. I think we were shown about everything around there. We went all through with them. We had a representative—in some cases two representatives—from each of the crafts involved.

Mr. McCANN. How many went out there?

Mr. KNIGHT. They were very diligent in pointing out to us the work that they were claiming or claimed had been taken away from them. We also had representatives of the studio with us, and they did likewise.

Mr. McCANN. Well, you had, then, representatives of the IATSE with you, and representatives of the dissident unions with you; is that correct?

Mr. DOHERTY. We had representatives of all the unions, plus Mr. Boren, of Paramount.

Mr. McCANN. Yes; that is correct.

Mr. KNIGHT. I wouldn't say we had representatives of all the unions involved, but we had representatives of all the internationals involved. It was not representatives of those local lodges, because we could not take a picnic through there. That was impossible. It would be a vast number.

Mr. McCANN. I don't know the studio business, myself, but you gentlemen passed down the decision and these are questions that are being proposed to you.

Mr. DOHERTY. Mr. Chairman, may I ask counsel if those are his questions or someone else's?

Mr. McCANN. These questions I am submitting are questions which have been prepared for me and submitted to me by those who feel that they are important. I have examined them and I think they are important. I received them from various sources. I have some here from lawyers and some that have been prepared by technicians. I am not a technician.

Mr. DOHERTY. I frankly confess, Mr. Chairman, that I am not a technician, either. I don't think the other members of our committee are technicians in the motion-picture field. We do understand our own particular crafts and the work that we are intimately identified with, but the question I am raising now, Mr. Chairman, is whether these questions being asked by counsel are coming from the lawyers of the motion-picture industry, the lawyers of the unions involved, or whether they are his own questions.

Mr. McCANN. They are coming from lawyers and others, prepared at my direction and at my request, and they are not industry questions.

I wonder if you can tell me, sir, what a prop is?

Mr. DOHERTY. I will be very happy to answer that question to the best of my ability. I said, I think on the first day here, that this committee of three vice presidents of the A. F. of L. were sucking on a lemon that is practically as old as the industry itself. One of the most heated controversies in the studio industry, as we understood it at that time, was the subject of jurisdiction over property men. The carpenter claims everything in his jurisdiction which is made of wood or wood substitutes, which can be anything—plastic, metal, or otherwise. The IATSE claims everything in the motion-picture industry. That is a broad interpretation of its claims. And so the property man, as we understood him, was a person who moved the property onto the stages—that is, he erected and moved them, and repaired furniture,

and went to the property shops, and so forth, and this generally was our interpretation of a property man.

Mr. McCANN. What I asked you, though, was, what is a prop, if you know?

Mr. DOHERTY. A prop?

Mr. McCANN. A prop.

Mr. DOHERTY. A prop is anything that is used in connection with the motion-picture industry. It could be a chair, might be a table, might be a lamp, in my interpretation of a prop.

Mr. McCANN. Will you tell the committee—

Mr. DOHERTY. Please, Mr. Chairman, this is not an expert's interpretation. This is a letter carrier's interpretation.

Mr. McCANN. Will you tell the committee what you had in mind when you granted the building of all props to the IATSE?

Mr. DOHERTY. We had in mind, again, finding a solution to a most difficult problem, and that solution appeared to be clearly stated in the so-called 1926 contract. We didn't at any time, in the 1926 contract or otherwise, attempt to take away from the carpenters work that was originally theirs, or from the IATSE work that was originally theirs. I wish to emphasize that point.

Mr. McCANN. Let's assume that a table or a chair are props. I believe you mentioned those two things as props. Did you intend for the IATSE to build the table and the chair?

Mr. DOHERTY. Mr. Chairman, we intended for our decision, as handed down to the best of our ability—the decision of December 26, 1945—and the clarification thereof of August 16, 1946, to be in full force and effect.

Mr. McCANN. That doesn't answer my question, Mr. Doherty. I wondered whether having said a table and a chair or other props—I was wondering if it was your intention that the IATSE should have jurisdiction over the making of tables and chairs, as you stated, which were called props.

Mr. DOHERTY. They had been making such chairs and repairing such chairs and the carpenters had been doing such work. It is a general conglomeration of confusing jurisdictions.

Mr. McCANN. Well, now, your decision decided who would have the jurisdiction over props, and I am asking whether you intended that a table, a chair—because those two you have enumerated—or any other thing which is on the stage, should be granted to the IATSE, or that it should be granted to the carpenters.

Mr. DOHERTY. Yesterday I referred to our visit to Paramount studios. I explained the imaginable line of demarcation between the carpenter shop and the property shop. I guess the interpretation there—or I suspect or assume—that the table or a chair made in the property shop would be IA, and a table or a chair made in the carpenter shop belonged to the carpenters. At least, that is the situation, Mr. Chairman. It is not laughable. That is the situation that exists out there.

Mr. KNIGHT. Mr. Attorney, doesn't that decision being talked about so much of December 26, 1945, say very clearly, plainly, and distinctly that all millwork—and "all" in my language means everything—will be done in the mill; and millwork is carpenters—in making that table, it would have to be milled, would be planed, and shaped, and formed.

Mr. McCANN. You have the opinion if it was a table or a chair that

is referred to as a prop, that should, under your decision, be done by the carpenters?

Mr. KNIGHT. At least the millwork.

Mr. McCANN. Yes; would you tell me, Mr. Knight, if it was a ship on rockers and it was constructed on the stage, would you have the ship made by the IATSE under your definition, or would you have it made by the carpenters?

Mr. KNIGHT. I think the same would apply. At least, that ship has got to go through the mill and be shaped and formed and milled and mortised and grained and slotted, and everything of that kind. This is all millwork.

Mr. McCANN. You would say that goes to the carpenters?

Mr. KNIGHT. We said that all millwork was the carpenters.

Mr. KEARNS. Mr. Counsel, I think at this time you should bear in mind when this committee came out here they would have in their minds more or less whatever laymen would have in their minds. They were representing three different other fields, of course.

Mr. McCANN. I understand that, sir.

Mr. KEARNS. Everybody knows that millwork is different than outside construction work.

Mr. McCANN. I understand that, sir. But I was trying to get at this—

Mr. KEARNS. They probably don't build a chair or table right on a set.

Mr. McCANN. Evidence has been received in the record there is a great deal of construction work that can't be done in the shops. The shops aren't large enough. And at times they make a building or a boat—

Mr. KEARNS. Yes, that is true; but not a table or chair.

Mr. McCANN. I don't know, sir.

Mr. KNIGHT. I am not sure about it.

Mr. KEARNS. I have not had any evidence they make a table or chair there.

Mr. McCANN. I am not trying to entrap anyone. I am asking questions that I think are important to the determination here. If you had a ship or a house built on rockers—let's forget the rockers. It is built on the stage. Now, it is a house. The house is constructed on the stage because of the fact the carpenter shop isn't big enough, and as I understand the thing, Mr. Chairman—and I may be wrong—the studios differ just as much as a little machine shop may differ from the Ford plant, where there is an assembly line. Each studio has a completely different technique.

Mr. KEARNS. Their operation is different.

Mr. McCANN. Yes. And the size of the job determines frequently the place at which the work is done. For example, I understand that MGM has permanent stages that are erected. In other words, they have so many stages that they can build and erect a set on that stage, and leave it.

Mr. KEARNS. So can Warner Bros.

Mr. McCANN. Yes; but at other places it is necessary to erect and tear down continually, because they don't have enough stages. The point I am getting at is, this isn't a catch question; it is a question for elucidation, so we will know what these men meant.

Mr. KEARNS. But they came out here with millwork, in their minds, as work done under a roof some place, and moved out some place.

Mr. McCANN. I know, but in this case the stage has a house erected on it because the house is going to be used in this set. Would the erection of that house come under the carpenters or under the IATSE? Could you tell me, Mr. Doherty?

Mr. DOHERTY. Let me put it this way, Mr. Chairman: Counsel is asking us questions which he has admittedly stated were prepared for him, undoubtedly by experts in the field. We have no hesitancy about answering any question or submitting ourselves to this Tennyson's brook interrogation. We said in the beginning, and we repeat now, Mr. Chairman, we will give your committee full and complete cooperation. I repeat that now.

When we limited our explanation, Mr. Chairman, to Paramount, it does not mean we did not take into consideration the other studios and the other lots, I believe they call them. We asked each of the witnesses whenever the occasion warranted just how was it done at MGM or Warner Bros., but the only studio we visited was Paramount.

Now, I am recalling from memory exclusively, and I may be wrong, but my memory is there was a very difficult dispute over this very question that counsel now has placed into the record or directed to us.

I recall as we moved through the studios we would say, "Whose work is this?" And we would point to such a boat. And I recall that the IA man would say, "That is ours." And the carpenter man would say, "No, no: that belongs to us."

We would say, "Who built it?"

"Well, up until a certain time ago we built it. But now they do it."

That was before our directive was handed down, Mr. Chairman, and counsel. "But now they do it. It has been taken away from us by management or someone else."

We were shown some boats that, as memory serves me, were built by carpenters and some that were built by IA men. That is my memory.

Mr. KNIGHT. Mr. Chairman.

Mr. KEARNS. Yes; Mr. Knight.

Mr. McCANN. That is exactly what I am concerned about, Mr. Chairman.

Mr. KEARNS. Mr. Knight wanted to add something to that.

Mr. McCANN. Proceed, Mr. Knight. I didn't mean to interrupt you.

Mr. KNIGHT. That is all right. You said something about some of these studios not having shops of sufficient size, indicating this might have been done outside, some of it. I think that has been done.

I served an apprenticeship as a carpenter. My knowledge of millwork is that millwork is millwork, whether it is done in the cellar or the first floor or second or third floor or the front or back yard—it is millwork.

Mr. McCANN. It is your judgment, then, Mr. Knight, it doesn't make any difference where the job is done, if it is carpentry work, in the sense that you mean by millwork, it goes to the carpenters; is that correct?

Mr. KNIGHT. Yes, sir. It says all millwork, and that is "all." I think that covers everything. Just like a Mother Hubbard.

Mr. McCANN. That is exactly what I am referring to. I want to know what the committee meant by that expression. There was a telephone conversation in which we know Mr. Doherty didn't take any part.

Mr. DOHERTY. Thank you.

Mr. McCANN. So this is directed to you, Mr. Knight, in which the actors and Mr. Sorrell and others were on this end of the line and the record was made of that conversation. You stated in your testimony yesterday, I believe, you had nothing before you because you didn't want to be embarrassed by it.

Mr. KNIGHT. That is right; deliberately.

Mr. McCANN. I want to ask you this: When they were discussing the meaning of the clarification, you will recall that Mr. Birthright read from something which was not the clarification that they had out here, and the next day he sent a wire correcting it. And you said you had nothing to do with that.

Mr. KNIGHT. That is right.

Mr. McCANN. I wanted to ask you if it is a fact that you finally submitted your first decision to the executive council of the A. F. of L., from then on your decision was referred to Mr. Green's office; was it not?

Mr. KNIGHT. Our decision of the 26th?

Mr. McCANN. Yes.

Mr. KNIGHT. December 26.

Mr. McCANN. Wait a minute, now. Yes. When you submitted your first decision to the executive council of the A. F. of L., was your decision referred to Mr. Green's office and then, in turn, sent to the parties involved?

Mr. KNIGHT. Mr. Chairman and attorney, if you will read and study that directive, that didn't require us to report to the A. F. of L. or the executive council after it was over.

Mr. McCANN. What did you do?

Mr. KNIGHT. That was the most exclusive directive, I think, was ever issued. I doubt if another one will be issued of that character.

That provided that we had 30 days and we should render a decision, and submit it to the parties involved. We mailed to those organizations in Los Angeles a copy of that decision, a copy to the international of each of the organizations involved, and a copy to the A. F. of L.

Mr. DOHERTY. May I add there, Mr. Chairman, this is on the decision; not the telephone call.

Bear in mind again, Mr. Chairman and counsel, not only the unions involved but, as I understand, through the union's management it was also hoped that the decision would be handed down before the first of the year, so that they might negotiate their contracts for the then ensuing year.

Mr. McCANN. I think that is true, probably.

Mr. DOHERTY. I think that should be borne in mind. That also speeded up our decision.

Mr. McCANN. I wanted to find out again—and I am not trying to annoy you with this repetition; it is to clarify things in my own mind. When your committee, Mr. Knight, drew up its original decision, you

sent out copies then to all of the internationals at the same time you sent a copy to Mr. Green's office.

Mr. KNIGHT. It went in the mail at the same time.

Mr. McCANN. That was done on the sole initiative and the interpretation of the three-man committee, without interference from anyone.

Mr. DOHERTY. That was done on the authority of the directive adopted unanimously by the organizations involved in Cincinnati, October 24, 1945.

Mr. McCANN. I wanted to get that in the record. That original decision—no one passed upon whether it satisfied them before you issued it?

Mr. KNIGHT. No one.

Mr. McCANN. It was your own product?

Mr. DOHERTY. Positively, without any equivocation; it was our decision.

Mr. KNIGHT. No one but the committee knew what that decision contained and provided for, when it went into the mail. They didn't know until they got the copy in the mail.

Mr. McCANN. After you had made that decision, did that, in your opinion, constitute the completion of your work as you were appointed by the council?

Mr. KNIGHT. Yes. We had done this; we were through.

Mr. McCANN. You were through?

Mr. KNIGHT. That was our position.

Mr. DOHERTY. I don't know that I did that, Mr. Chairman, but I certainly assumed our work had been completed, good or bad.

Mr. McCANN. That is what we want. Now then, can you tell me, gentlemen, at what time you were first asked to prepare a clarification?

Mr. DOHERTY. That would be most difficult, Mr. Chairman. Let me put it this way, if you will, please: From its inception, the very first meeting of the executive council, which was held, as I recall, in January of 1946, there was considerable discussion relative to the decision handed down on December 26, 1945.

Mr. McCANN. That was approximately 20 days after you had handed it down, as I remember.

Mr. DOHERTY. Somewhere in the range; yes. I think that is fair. And in every quarterly meeting of the executive council since that time this subject has been cussed and discussed. So it would be very difficult, as a matter of fact, to earmark just when the first protest on our directive came into existence.

I would say probably at that first meeting of the executive council following handing down the decision.

Mr. KEARNS. Mr. Doherty, may I ask who requested the directive or the clarification? Was it industry or the unions, or do you recall? Or was it together—did they do it together?

Mr. DOHERTY. As I recall, there was a considerable part of the directive which was not entirely satisfactory to several unions.

Mr. KEARNS. I see. How about management on that?

Mr. DOHERTY. Management, as I recall, had had some contacts with the leaders of the American Federation of Labor and had expressed themselves, as I recall—I am quoting from memory—and they probably protested, too, but decided to stay out of it officially for the same reason we handed down the decision.

Now, I am trying to be very honest and fair about this.

Mr. KEARNS. What I am trying to get at is, do you think the request for the clarification came from all concerned?

Mr. DOHERTY. I wouldn't say all concerned. Some persons, apparently, according to testimony that has been given here, were satisfied with the decision.

Mr. KEARNS. Without the clarification?

Mr. DOHERTY. Without the clarification. Others said they were hurt to some extent. And, even though they were hurt, they were going to stand on their agreement and the general agreement that was entered into at Cincinnati, Ohio, during October of 1945.

Mr. McCANN. Mr. Doherty, there was no instruction given to your committee by the council at its meeting at Miami in January of 1946 to prepare a clarification, or was there?

Mr. DOHERTY. I don't recall. I think there was some discussion relative to clarification, but that none was handed down, or no definite instruction given us. I think that is the truth.

Mr. McCANN. What I am working toward, and I hope you won't misconstrue this, is I want only the facts. There is nothing catchy in the questions I am asking. I am trying to locate the time and the place when you men began to work on a clarification and at whose instruction and when it was. Now, can you tell me when that was, Mr. Knight?

Mr. KNIGHT. Yes, sir; I think I can. My recollection is the first meeting of the council, following that decision of December 26, was in Miami, the middle or latter part of January. I can't name the date now. In 1946. And the council recognized the fact that we had completed our job, but because there were some complaints a lot of them said, "Well, we were hurt, but we agreed to take it and we are going to take it." And it was discussed by the council.

Clarifications were talked about, interpretations were talked about, and we sat pat. There it is. We went to the next meeting of the council in Washington in May and pretty much the same thing happened.

We went to the council meeting in Chicago in August, and each meeting it got a little more pointed. There they began to definitely talk about a clarification.

Mr. McCANN. In other words, no action was taken by the council requesting you for a clarification in Miami in January; no action was taken by the council requesting a clarification at the May meeting in Washington; but when you reached Chicago in August action was taken by the council asking for clarification?

Mr. KNIGHT. They asked us to try to write a clarification, and we did.

Mr. McCANN. Was that done by a resolution of the council, or how was it done?

Mr. KNIGHT. That was done, as I recall, by common consent after a general discussion by the council.

Mr. McCANN. There was an oral discussion and they decided there should be a clarification.

Mr. KNIGHT. They asked us to attempt to write one, and we went out and attempted to.

Mr. McCANN. Will you take me step by step, Mr. Knight, through what you gentlemen did in the preparation of that clarification? I know you had to go out and work on it, but what did you do when you got that instruction?

Mr. KNIGHT. We went out in the outer office where President Green's secretary takes care of the telephone, and so forth and so on. We sat down there at the table and we discussed it, and then we began to write.

Sometimes the three of us were writing. Finally we got one prepared on one piece of paper. We went in and read that to the council.

Mr. McCANN. What happened?

Mr. KNIGHT. Then there was a general discussion of that. We had attempted to clarify it. Well, as you know, I have been in this for so long that I am not surprised at the position anybody takes on these things. Everybody has got some of the best language.

Here are two words that the country assumes are synonymous and mean the same thing, but when used, this one might mean one thing and some other fellow thinks this would be more clear. The men in Hollywood would better understand it, and they discussed some words in that first draft. It seemed to be the consensus of opinion of those that—there wasn't any definite motion made or vote taken—probably that language could be made more clear.

We went out and we rewrote it. We used some of the language that was suggested. We used some that wasn't suggested. We brought that in and that was discussed at some length, but that was the final and last one.

Mr. McCANN. There were only two directives—I mean two interpretations that were prepared by your subcommittee?

Mr. KNIGHT. There was only one. There were two write-ups of it, but there was only one.

Mr. McCANN. I am not trying to catch you now. I wondered if that happened all in 1 day.

Mr. KNIGHT. It did.

Mr. McCANN. It happened all in 1 day?

Mr. KNIGHT. Yes; that is my recollection.

Mr. McCANN. Do you recall that, Mr. Doherty?

Mr. DOHERTY. My testimony to those questions would be almost identical with Mr. Knight's.

Mr. McCANN. That is fine. In other words, the clarification demand arose on 1 day and the first draft of the clarification, prepared by the three vice presidents, was discussed and suggestions were made by the council, and another draft was subsequently prepared and submitted, which was accepted by the council; is that correct?

Mr. DOHERTY. A rough draft, and then a later one which was accepted.

Mr. McCANN. Were any changes made in the second draft, after the discussion and submission to the committee at all? Did you undertake any corrections there? You just accepted it and produced it?

Mr. KNIGHT. My recollection is that was taken as written.

Mr. DOHERTY. That is correct.

Mr. McCANN. Now, in the convention in Chicago at which this clarification was made, was there a committee of the conference of studio unions present?

Mr. KNIGHT. In Chicago in August?

Mr. McCANN. Yes.

Mr. KNIGHT. No, sir.

Mr. McCANN. Was there a committee from the Screen Actors Guild present?

Mr. KNIGHT. My recollection is there wasn't anybody present other than the council members.

Mr. McCANN. Do you confirm that, Mr. Doherty?

Mr. DOHERTY. You are talking about the time we handed down this clarification?

Mr. McCANN. Yes.

Mr. DOHERTY. That is my remembrance; that is my recollection.

Mr. McCANN. The only people present were the members of the council, and there were no representatives of the Hollywood groups involved in the controversy in that meeting?

Mr. KNIGHT. That is my recollection, Mr. Attorney.

Mr. McCANN. They did not voice any, or did not contribute in the creation of any new directive?

Mr. KEARNS. Mr. Counsel, there is another point we ought to bring out. I just happened to ask Mr. Doherty about this.

Mr. McCANN. By all means, Mr. Chairman.

Mr. KEARNS. This committee was never asked, as I understand—correct me, now, if I am mistaken—you were never asked by the council to report to them?

Mr. DOHERTY. That is right.

Mr. KEARNS. In other words, what I am trying to get at is that the council sent these men out here to do a job, to the best of their ability. But they were in no way charged by the council to report their findings back to the council, to pass on a decision that they made after their study. Am I correct?

Mr. KNIGHT. That is right.

Mr. McCANN. I think it is clear.

Mr. KEARNS. I want that clear in the record.

Mr. McCANN. I think it is clear.

Mr. DOHERTY. We tried to be fair with the council, just as we are trying to be fair here. And we did give to the council the full benefit of our decision at a later meeting, probably in January.

Mr. KEARNS. But you were never charged—

Mr. DOHERTY. We were never charged with the responsibility of reporting back to the council.

Mr. KEARNS. The American Federation of Labor never required this committee to come back and report to them?

Mr. McCANN. I understand on the December 26 issue—

Mr. KNIGHT. I repeat, I think there is a lot in that directive that, if you were to study that directive—it didn't require us to report to the council. It required us to render a decision and deliver it, and when, after the argument started, and wanting to be helpful, as we have always been, and cooperative, when the argument arose in Miami in January, we wanted to be helpful and we wanted to settle this thing out here. The only thing I am concerned about in what we did—we don't claim to be perfect—is that nobody accuses us of being dishonest.

Mr. McCANN. Mr. Knight, I haven't heard—

Mr. KNIGHT. I don't want that. They can call me anything they want to but that.

Mr. McCANN. I haven't heard any such suggestions, and I haven't it in my mind.

Mr. KNIGHT. I wasn't referring to you.

Mr. McCANN. I want you to know, so far as we are concerned, we are simply looking for the facts. We are not judging you men as being dishonest, because you got out a directive; that isn't my opinion. And I am sure the chairman has the same point of view. We were asking why you made the change. You have explained that.

There is one other question I would like to ask you.

Mr. KNIGHT. One calls for two.

Mr. McCANN. If the council directed you to clarify it in August 1946, and you had the authority to do it, why shouldn't the council call on you in August 1947 to do the same thing?

Mr. KNIGHT. They might have called on us. They had that right. I think the council has a right to call on the membership of that council for almost anything, but calling for it doesn't always get it.

Mr. McCANN. Suppose the council should, next month, say to you, "Now, gentlemen, you have been out there now, before this congressional committee, and you know the turmoil that exists in Hollywood and it still goes on. We would like for you to take another shot at clarifying this 1945 decision."

Do you think that you, under the authority granted to you in 1945, could bind the parties with a new clarification in 1947 or 1948?

Mr. KNIGHT. Mr. Doherty can speak for himself. My opinion is, Mr. Chairman—and if I were in the same frame of mind then as I am now, I would say, "No." And I said in the first place, when it was asked, "I am not in accord with an interpretation because, in my experience in arbitrations and interpretations, in writing an interpretation or clarification—but I am trying to be helpful. I am willing to do this. But, gentlemen, it is just going to be more language for more misunderstanding and misinterpretations. That language can't be put on paper that different men won't get a different meaning out of it.

I think what you are suggesting, if I might change my mind, and the other committee will, and we did that, it will just be something else for them to quarrel about and fight about and get different meanings out of it.

Mr. McCANN. I appreciate this frank answer of yours, but it doesn't quite meet the question, sir, and I want to return to the question.

Do you think if you should now, in 1947, in the month of August, make a new clarification of the directive of December 1945, at the request of the council, would it be binding upon the parties?

Mr. KNIGHT. If the council asks us, it would be just as binding as any others. There is no police power in it.

Mr. McCANN. Was it binding when you made your clarification in '46, do you think?

Mr. KNIGHT. It was the intention of everybody it was, but it wasn't.

Mr. DOHERTY. I think that question, Mr. Chairman, by counsel is a little bit on the hypothetical side. He is asking now on a supposition.

I have no hesitancy, however, in answering through you, Mr. Chairman. I think for the record my viewpoint should be included on this subject.

Mr. McCANN. I will be glad to hear it.

Mr. DOHERTY. I said on other occasions at these hearings or investigations, or whatever it might be, that when the committee knew full well that the moment we dotted an "i" or crossed a "t" in the original directive, we would then be at least indirectly admitting there was some imperfection in the original document, and for that reason we were reluctant, as the minutes of the executive council will show, reluctant to hand down any type of a clarification. But the argument in favor of a clarification was so overwhelming and the threats of an additional strike out here were coming in to us from all sides, that we thought that we might be doing something that would be helpful to the working people out here who are involved. We are not too concerned about the leaders of the various unions. We looked upon them as our colleagues, as we do now.

It is the fellow who has to go out on strike and the person who doesn't want to go through a picket line that is involved.

With that spirit we approached the subject of the clarification in the hope that it would bring peace and harmony in the film industry.

That is my answer to your question.

Mr. McCANN. Well, now, I am not challenging that, Mr. Doherty. There is just one question that I am asking as a lawyer to a man who knows labor settlements and labor procedures. When you issued your original directive, were you through, or did you have powers that go with you for the rest of your life?

Mr. DOHERTY. Now, Mr. Chairman, earlier in the afternoon, as a matter of fact, since we were on this stand, we have answered that question at least once and perhaps twice.

Mr. McCANN. Would you mind doing it once more, sir, and I will leave it.

Mr. DOHERTY. We will be very happy, in fact, delighted to answer the counsel's question again, that, so far as we are concerned, the decision we handed down on December 26, 1945, concluded our work in connection with the Hollywood jurisdictional dispute.

Mr. McCANN. Thank you very much.

Mr. KEARNS. I recall, Mr. Counsel, that has been stated before twice.

Mr. McCANN. Well, I was not sure that it had been stated twice. I think that it was stated once, but I wanted to make sure that it was in the record, Mr. Chairman.

Mr. KEARNS. We are going to recess for 10 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will please come to order.

Mr. McCANN. Mr. Chairman, I wonder if it would be agreeable at this time—it won't take us but about 5 minutes, I think—to have Mr. Flanagan take the stand and introduce his letter in evidence.

Mr. KEARNS. Well, no. I have promised Mr. Doherty that he can leave, and I don't want in any way to jeopardize his schedule of departure.

Mr. McCANN. All right, sir.

Mr. KEARNS. And since Mr. Knight will be here, I think it would be better to finish up with Mr. Doherty.

Mr. McCANN. We will have to keep Mr. Flanagan here then. Now, I have one more question for Mr. Luddy. The IATSE does not have a member on the executive council of the A. F. of L., does it?

Mr. DOHERTY. The answer is obviously "No." I am surprised that that kind of a question is asked.

Mr. McCANN. Well, personally, I didn't know it, sir. Some of us do not have the knowledge of A. F. of L. affairs that others do, and it is rather important for us to know whether this union was represented. The carpenters' brotherhood is represented on the executive council by Mr. Hutcheson, is it not?

Mr. DOHERTY. Obviously, yes.

Mr. McCANN. In addition to being on the executive council, Mr. Hutcheson is also first vice president of the A. F. of L., is he not?

Mr. DOHERTY. Correct.

Mr. McCANN. And neither Mr. Walsh nor any other person representing the IATSE was present or invited to be present at the May or August 1947 meetings of the council when the matter of the clarification was discussed, were they?

Mr. DOHERTY. They were not present at either meeting. Whether they were invited or not I cannot say.

Mr. McCANN. Do you know, Mr. Knight?

Mr. KNIGHT. Mr. Attorney, I understood you to say 1947. I may be wrong.

Mr. McCANN. It should be 1946, if I said 1947.

Mr. DOHERTY. I answered on the basis of 1946, too, Mr. Chairman.

Mr. McCANN. Mr. Hutcheson, of the carpenters, was present at such meetings of the council, was he not, in May and August?

Mr. DOHERTY. I think he attended most of the meetings, Mr. Chairman.

Mr. McCANN. Now, here are some questions that are submitted by others. Question for Mr. Doherty by Mr. Benjamin:

Referring to the meeting of the A. F. of L. executive council in Miami, Fla., shortly after your December 1945 decision was handed down, you were asked yesterday, "At that meeting did Mr. Tobin ask how many carpenters would be out of jobs by reason of your December 1945 award," and did not Mr. Mannix say about 350, and you answered, I think, "That is a true statement"?

You also testified that you did not recall any member of your committee making any protest at that meeting that the December decision did not contemplate or intend any such loss of work by the carpenters, and that at that meeting the directive was reaffirmed?

On the other hand, you have repeatedly testified that it was not your intention to take away any jurisdiction from the carpenters. That is correct, isn't it?

Mr. DOHERTY. That is the longest question thus far. I think it is substantially correct.

Mr. McCANN. Can you explain the apparent inconsistency?

Mr. DOHERTY. What is the apparent inconsistency?

Mr. McCANN. Perhaps I can clarify Mr. Benjamin's long question and put it more briefly. The question Mr. Benjamin has proposed is this, that at the January meeting in Miami it was affirmed that this directive of yours would put approximately 350 carpenters out of work.

Mr. DOHERTY. By Mr. Tobin, or whoever that question was asked by.

Mr. McCANN. Yes; whoever it was, that it would put 350 out of work.

Mr. DOHERTY. All right.

Mr. McCANN. I think you agreed that was stated there by someone.

Mr. DOHERTY. I did.

Mr. McCANN. Secondly, he says that your decision—now, on the other hand, you have repeatedly testified that it is not your intention to take away any jurisdiction from the carpenters.

Now, if it was not your intention to take away any jurisdiction from the carpenters, 350 would not lose their jobs; would they?

Mr. DOHERTY. Most certainly not. I don't see any inconsistency there at all.

Mr. McCANN. Then he wants to know how you can explain the apparent inconsistency of having 350 men lose their jobs and not having anybody lose their jobs.

Mr. DOHERTY. I said very definitely, as I understood it, in reply to the question as to whether Mr. Tobin had made such a statement, that to the best of my knowledge he had made such a statement. Now, that is my memory and my answer to that type of question yesterday or the day before, whenever it was. There have been so many questions I can't recall them all.

Mr. McCANN. Here is another part of that that I did not read, and Mr. Benjamin calls my attention to it. I just want you to get all the facts.

You don't recall any member of your committee making a protest at that meeting that the December decision did not contemplate or intend any such loss of work to the carpenters?

Mr. DOHERTY. If I said that I don't recall, I still don't recall.

Mr. McCANN. All right. I think that takes care of it.

This is from Mr. Price.

Mr. DOHERTY. Are these all producers' questions?

Mr. McCANN. Yes, sir; they represent the producers, except Mr. Luddy, who represents the IATSE.

Mr. DOHERTY. Are these the only producers' questions thus far this afternoon?

Mr. McCANN. I think so, sir; all the producers' questions that have come up.

Mr. DOHERTY. I see.

Mr. McCANN. The questions previously asked were not prepared for me by the producers, but were from persons who have some technical knowledge of the industry.

Mr. Price asks this question: You testified yesterday, Mr. Doherty, that Mr. Green met with Mr. Walsh and Mr. Hutcheson in Miami in January 1946 and discussed the decision.

Will you please give the details of that meeting so far as you can, with particular reference to the objections Mr. Hutcheson voiced to your award?

Mr. DOHERTY. In the absence of the executive-council minutes, Mr. Chairman, I don't think it is quite fair to expect me to go into a complete narration on that kind of a question. I don't remember.

Mr. KEARNS. Objection sustained.

Mr. McCANN. Another question from Mr. Price, Mr. Doherty: Can you summarize the arguments that were made in favor of getting out a clarification?

Mr. DOHERTY. Again I say, Mr. Chairman, in the absence of the minutes of the executive council meeting, I don't think that would

be quite fair to expect somebody to summarize the arguments pro and con. I think they have been well summarized all through these hearings right here this afternoon, and counsel of the committee has brought out all of the various conflicting jurisdictional claims in Hollywood and what we are witnessing here, with little exception, what we are witnessing here these last 3 days was in the executive council meeting.

Each and every executive council meeting as long—had long-drawn-out discussions on property rights, or rather, propertymen, and what is a prop. I recall that I advertently referred to a prop in one of those executive council meetings as being a microphone, and the electrical worker said, "Oh, no; that is mine."

And then there were glasses on the table, that is a prop, and the glass blower would probably say that is his; I don't know. And so it is pretty difficult, and we have gone all over this whole thing for 3 days now, Mr. Chairman, and that is a very broad question.

Mr. McCANN. Mr. Chairman, it seems to me that that question is not unreasonable, and is within the capacity of one to recall the arguments that were made in favor of changing it.

Now, I am not going to urge it; its is Mr. Price's question, but I submit it is not an unreasonable question.

Mr. KEARNS. I think it is immaterial at the moment.

Mr. McCANN. All right. Is this another of yours, Mr. Price?

Mr. PRICE. It is.

Mr. McCANN. Mr. Doherty, you have repeatedly testified that you did not intend by your December award to alter any jurisdiction. You also testified on Monday afternoon that you intended by that award to adopt the 1926 agreement, but that you later learned that the 1926 agreement had not theretofore been placed in effect, but that such fact did not alter your opinion that it should be adopted. It occurs to me that if the 1926 agreement was not in operation in any particular and it were put in operation in that particular, the result would inevitably be to change the allocation of some jobs. Will you explain this apparent contradiction?

Mr. DOHERTY. I am glad, happy in that word "apparent contradiction." Insofar as I am concerned, and I am confident I speak for the other members of the committee, the 1926 agreement looked good to us at the time that we handed down the decision, and it still looks good.

However, we learned later that it had been repudiated—that at least the officers of the carpenters' union had been repudiated for having signed such an agreement, the local officers—I read their names the other day here—and I frankly admitted that pleasure that we did have at the knowledge that there was such an incident had occurred or happened, and probably if we had the job to do over again and we were fortified with the advance knowledge, we may have approached the subject from a different angle, but as it now stands, we have handed down the decision, and again I say we do not want to cross a "t" or dot an "i." We wanted to make the thing final, definite, and binding on all parties concerned.

Mr. McCANN. I have other questions for Mr. Knight.

You testified yesterday, referring to the meeting with Mr. Reagan in October 1946, "I think we proceeded on the assumption most of

the time that erection and construction and building were synonymous terms." Are you still proceeding on that assumption?

Mr. KNIGHT. Well, in shop language, if somebody in authority out there had that table to build and he took the blueprint and the dimensions of it and he went down and said "Joe, build this table," Joe would go out and he would get the material and he would take it to the mill to be milled and he would put it together. Tomorrow he might want another table, and he would take the dimensions or blueprint and go down and say, "John, erect this." John would go out and get the material and go to the mill and get it milled and he would put it together.

The next day he would go and say, "Sam, construct this; here are the dimensions." Sam would go out and get the lumber and have it taken to the mill to be milled and he would put it together.

Mr. McCANN. You still are of the same opinion?

Mr. KNIGHT. I have talked to the men at the studio and they say yes, they use the language out there—build, erect—if they want something made.

They might say, "Go out here and make this." It all means the same to the men in the shop that have got to make it, if he has the dimensions.

Mr. KEARNS. Mr. Counsel, let's hold Mr. Knight's question and finish with Mr. Doherty. I want him to get out of here in 5 minutes, anyway, because he has to catch his train.

Mr. McCANN. All right. Any questions for Mr. Doherty?

A question from Mr. Luddy for Mr. Doherty: If at the time of your 1945 decision you thought the 1926 agreement was in force, and if, as you say, you did not learn until later that it was not in effect, what did you mean in your 1945 decision when you said, "The 1926 agreement to be placed in full force and effect immediately"?

Mr. DOHERTY. We meant exactly what we said there.

Mr. McCANN. Mr. Cobb wishes the record to show the respect in which he holds each of you and Mr. Birthright. One, isn't it a fact that you intended the December decision and the August clarification to mean the same thing?

Mr. DOHERTY. Certainly.

Mr. McCANN. Two, didn't you intend in both that the carpenters and the IATSE should each keep the work they had respectively been doing?

Mr. DOHERTY. Havent we already testified over and over again on that subject, Mr. Chairman, and the answer has been yes?

Mr. McCANN. One more question by Mr. Luddy: If it was in effect, and he refers to the 1926 agreement, why direct it to be put into effect immediately?

Mr. DOHERTY. Because we were handing down a decision—a directive as it has been called—and we were ordering that particular agreement put into effect immediately so there would not be any question of doubt as to our intention or our meaning.

Mr. McCANN. These questions are for Mr. Doherty by Mr. Skelton: Which member of the three-man A. F. of L. committee wrote the December 1945 directive?

Mr. DOHERTY. All three members write the directive. I think in fairness that I may say probably Mr. Skelton means who prepared it.

Fortunately being an old telegraph operator, I have some knowledge of the use of a typewriter, and I typed it. Is that what Mr. Skelton means?

Mr. McCANN. I don't know, but I think that will explain it. Then, in other words, the language of the thing was agreed on between the three of you, and you did the manual work of typing it; is that what you mean?

Mr. DOHERTY. Definitely.

Mr. McCANN. In what city was that directive written?

Mr. DOHERTY. Most of it was written in Hollywood, Calif. We had a typewriter in our room, and I better put in the record that I belong even now to the Commercial Telegraphers Union of America and I have a right to use a typewriter. On the way back to Washington we went over and over the record, the decision that was finally handed down, correcting to the best of our knowledge and ability with our limited educations the document that we were going to hand down, and I would not know the exact date that the whole thing was in its final form, Mr. Chairman, I would not remember that, but it was ready by December 26, 1945.

Mr. McCANN. And it was written here in Hollywood and on the train. And where else did you go then, to Chicago and Indianapolis, and stay there until you issued it, or where did you go?

Mr. DOHERTY. I think it was completed—99.44 of it completed right in Hollywood at the Roosevelt Hotel.

Mr. McCANN. Were any legal counsel present when it was written, and if so, who?

Mr. DOHERTY. None whatsoever.

Mr. McCANN. That completes Mr. Skelton's question.

There is one other question here I have from Mel Young, and someone else. I can't read this. He is a technician.

Mr. Doherty, did you know the grips who had an agreement with the carpenters were the only IATSE local at that time in the studios doing work comparable to carpenters on sets on stages?

Mr. DOHERTY. I think that came out, Mr. Chairman, during the testimony by these various groups that came before us in the Roosevelt Hotel during our hearings. And it is all a matter of record here and could be found in this voluminous document.

Mr. McCANN. Mr. Chairman, that completes the questions I have to ask Mr. Doherty.

Mr. DOHERTY. Now, Mr. Chairman, I would like to say something in behalf of the three committee members, since two of us have been excused with the permission of the Chair and must catch our trains tonight.

In behalf of the committee, I want the record to show that the three committee members hold the chairman of this subcommittee in highest esteem and that we think he is a definite credit to the greatest legislative body on the face of the earth. We wish him every possible success in everything that he aspires to do in life. He has been preeminently fair all through the thing, with the three vice presidents of the American Federation of Labor.

I want the record also to show that the three A. F. of L vice presidents submitted no questions whatsoever through counsel, in keeping with the procedure which had been established here. We were of the

opinion that if we were guilty of anything that we had the right to be asked questions openly by the parties involved, and that we also would have the right to ask persons who were making charges against us.

However, we asked you officially to rule on that on two specific occasions. You told us of your established procedure and we immediately obeyed with the rules and regulations that had been established.

I merely want to make it clear we have asked no questions through counsel, because, after all, the record is a permanent document.

Now, Mr. Chairman, I will be very brief. During 1945 I represented the American Federation of Labor as a fraternal delegate to the Trade Union Congress in Great Britain.

During 1946 I represented the American Federation of Labor in occupied Germany. I had been invited there—or the A. F. of L. had been invited to send representatives there—by the American military government.

In both instances, not only I, but those who were with me, stood up and defended with all of the force at our command the free-enterprise system as it is known here in America or our capitalistic democracy.

We were being called all sorts of names by those in Britain and Germany relative to being imperialists. They were taking issue with the American Federation of Labor's position on that subject. We found in Germany, in particular, that one of the reasons that the dictator came into power was because he succeeded in destroying trade-unions. That was his first move.

People in Germany did not have the right to worship as they pleased, or the freedom of speech or assembly. They had lost their freedoms because of the destruction of the trade-unions. We, on all occasions in Germany and in Britain, stood up and protected, to the best of our ability, these United States of America and its democratic system of government. We protected the policy of the great American Federation of Labor relative to subversive activities and all "isms," except Americanism. We were somewhat surprised, then, when we came here and found that charges were being made through the press and otherwise relative to things that this committee of three vice presidents of the A. F. of L. had done, and, of course, we are big enough to take anything that has been said.

They say—at least scripture teaches us—that the three wise men were called on a mission to pay homage to a new-born King. They bore frankincense, gold, and myrrh.

We, the three vice presidents who headed west to Hollywood, had no myrrh, frankincense, or gold, except the gold in our hearts for the workers in the motion-picture industry, which was uppermost and paramount in our minds.

Mr. Chairman, at all times it was our desire to try and settle a terrific jurisdictional dispute. We did, to the best of our ability, hand down a decision on December 26, 1945, and a later clarification. We offer no apologies to anybody for what we have done. If we have erred it was a mistake of mind and not of heart, I assure you that.

Many references have been made to resignations, and I have said repeatedly I have a hazy recollection—I repeat that now—that there was some reference to resignations. But after having come back out

here under subpoena and participated in these hearings, I want to make this record crystal clear that as I take my leave from Los Angeles, Calif., I have a greater faith than ever before in the fundamental policy and principles of the American Federation of Labor. And that under no circumstances will I resign either from the executive council of the A. F. of L. or from the Hollywood jurisdictional committee if the executive council of the A. F. of L. sees fit to keep me on there.

I want to make that crystal clear for the record so that from here on out there won't be any mistake about that subject.

So again, Mr. Chairman, from the bottom of my heart and in behalf of the other members of this committee I express our deep sense of gratitude to you personally for your fair way that you have handled this entire problem, insofar as we were concerned. And I again wish you every possible success in all the good things life affords. Thank you very much.

Mr. McCANN. Mr. Flanagan.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. FLANAGAN. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF DANIEL V. FLANAGAN, WESTERN DIRECTOR, AMERICAN FEDERATION OF LABOR, LOS ANGELES, CALIF.

Mr. McCANN. Would you please state your name and your address?

Mr. FLANAGAN. Daniel V. Flanagan, 40 Piedmont Street, San Francisco.

Mr. McCANN. What is your telephone number, sir?

Mr. FLANAGAN. Klondike 2-0156. That is my residence.

Mr. McCANN. That is all right. Do you have an office number?

Mr. FLANAGAN. Yes.

Mr. McCANN. Let's have that.

Mr. FLANAGAN. 423 Flood Building, San Francisco.

Mr. McCANN. What position, if any, do you occupy in the A. F. of L.?

Mr. FLANAGAN. My official title is western director, American Federation of Labor.

Mr. McCANN. Under whom do you function?

Mr. FLANAGAN. Under President William Green of that organization.

Mr. McCANN. What is your personal union affiliation?

Mr. FLANAGAN. Teamsters' international union.

Mr. McCANN. You are not and never have been a member of the carpenters' union.

Mr. FLANAGAN. No. It hasn't been my good fortune to also be a member of the carpenters' union.

Mr. McCANN. How long have you been a member of the teamsters' union?

Mr. FLANAGAN. Since 1937.

Mr. McCANN. How long have you been a representative of Mr. Green's?

Mr. FLANAGAN. Since 1939.

Mr. McCANN. Will you tell us what occasioned your visit to Los Angeles and what you had to do with the Hollywood labor dispute?

Mr. FLANAGAN. Well, I received a letter from President William Green, dated, I believe, on July 11, 1946, requesting that I come down to Hollywood to make an investigation of conditions prevailing at that time, as a result of the original directive handed down by the three-man committee of the American Federation of Labor.

Mr. McCANN. Do you have that letter with you?

Mr. FLANAGAN. From whom?

Mr. McCANN. From Mr. Green.

Mr. FLANAGAN. Yes, I do.

Mr. McCANN. I wish you would pass it to the secretary, and I would like, Mr. Chairman, for it to be made an exhibit. We won't bother about reading into the record at this time.

Mr. KEARNS. I think it is worth while to read it into the record.

Mr. McCANN. All right. [Reading]:

AMERICAN FEDERATION OF LABOR,
Washington 1, D. C., July 11, 1946.

Mr. DANIEL V. FLANAGAN,

Organizer, American Federation of Labor,

700 Golden Gate Building, San Francisco 2, Calif.

DEAR SIR AND BROTHER: The executive council of the American Federation of Labor directed me to conduct an investigation of the jurisdictional situation which exists in the Hollywood studios. This action of the council was based upon a strong complaint filed by the United Brotherhood of Carpenters and Joiners of America against the decision rendered by the committee of the executive council in the jurisdictional dispute which arose between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, and which resulted in a strike of a number of studio unions the early part of 1945.

You will recall that the committee of the executive council which was designated to investigate the jurisdictional differences which had arisen at Hollywood rendered a decision in the jurisdictional dispute which had arisen between a number of American Federation of Labor unions at Hollywood. The decision rendered by the committee of the executive council was accepted by a number of the unions involved, but was protested very strongly by the United Brotherhood of Carpenters and Joiners of America.

In order to carry out the instructions of the executive council, I am calling upon you to go to Hollywood, make an investigation of the existing situation in the studios, and I suggest that you proceed in said investigation as follows:

First. Ascertain the names of the American Federation of Labor unions which were involved in the jurisdictional controversy at Hollywood which resulted in a strike as herein referred to, which have accepted and applied the decision rendered by the committee of executive council members who were clothed with authority to make an investigation and render a decision binding upon all parties interested.

Second. Please give special consideration to the objection of the United Brotherhood of Carpenters and Joiners to the decision rendered by the members of the committee to which I have referred.

Third. Find out if the management of the studios has attempted to apply the decision rendered by the committee of the executive council in the jurisdictional controversy which arose between the United Brotherhood of Carpenters and Joiners and the IATSE in accordance with the decision rendered, or if it is being applied in a way which is contrary and in opposition to the spirit and letter of said decision.

Fourth. Go into the situation in a general way, investigate it thoroughly and submit such facts and information as you may secure regarding the practicability and the application of the decision rendered by the committee of the executive council in the jurisdictional disputes referred to. Find out and advise me if the objections of the local carpenters' union to the decision of the executive council committee still exist, if they still protest the decision, if it has been transgressed,

or applied in a wrong way by the management of the studios or by the representatives of unions in the Hollywood studios, or if it is being carried out in a satisfactory way and in conformity with the spirit as well as the letter of said decision.

I suggest you confer with representatives of all the unions involved and interested, the representatives of the Los Angeles Central Labor Union, and after doing so make a complete investigation and file a report with me at your earliest opportunity. I must have your report before the executive council meets at Chicago beginning August 12.

In order that you may be acquainted with the decision rendered by the executive council's committee, I enclose a copy of said decision. Please return the copy of the decision when you have completed your investigation as herein requested.

Fraternally yours,

(Signed) WM. GREEN,
President, American Federation of Labor.

Mr. KEARNS. Thank you, Mr. Counsel.

Does he have with him the report he submitted then to President Green?

Mr. McCANN. That is what he sent for, I understand.

Mr. FLANAGAN. That is right.

Mr. McCANN. Will you produce the report, Mr. Flanagan?

Mr. FLANAGAN. Yes.

Mr. McCANN. I hold in my hand a report signed by Daniel V. Flanagan, western director, American Federation of Labor, which consists of six pages. Is this the report you made to Mr. William Green?

Mr. FLANAGAN. That is right.

Mr. McCANN. I suppose you want me to read this into the record.

Mr. KEARNS. Is the press familiar with the report?

A VOICE. No.

Mr. McCANN. All right; it will be read. Mr. Price, will you read it? Give me the date.

Mr. PRICE. There doesn't seem to be any date.

Mr. FLANAGAN. I believe the date should be August 9. It doesn't seem to appear on that report.

Mr. KEARNS. He is under oath. If he says it is August 9, that is good enough.

Mr. PRICE (reading):

REPORT ON STATUS OF WORK JURISDICTION IN HOLLYWOOD MOTION-PICTURE INDUSTRY

Complied immediately with your order of July 11, 1946, that I conduct an investigation of above subject matter since the issuance by the American Federation of Labor executive council committee of three, of the directive signed on December 26, 1945, and covering work jurisdiction for the several unions mentioned therein.

While cleaning up some important work in northern California, I assigned our Los Angeles organizer, Tom Randall, to take care of some preliminary details in connection with the case. Six days were spent by me in the Hollywood area making a personal investigation of this important matter. During this period, all the executive officers of the union mentioned in the directive were contacted by me. In addition, I conferred with the executive secretary of the Los Angeles Central Labor Council.

I felt that it would be appropriate and helpful to confer with the officials of management in this industry, and, accordingly, met with Mr. Fred Pelton, producers' labor administrator for the Association of Motion Picture Producers, Inc. His work includes negotiating and interpreting labor contracts in the Hollywood film industry.

Also Mr. Edward Mannix, general manager of the Metro-Goldwyn-Mayer Studios. This is the largest company in the film industry.

Also Mr. William Walsh, in charge of labor relations for the Metro-Goldwyn-Mayer company.

As a result of the rather intensive investigation conducted by me, I wish to submit the following information:

Brotherhood of Painters, Decorators, and Paperhangers of America

1. Spoke to Herbert Sorrell, executive officer of the Hollywood local, and he advised me that he was fully satisfied with the contents and application of the directive, as it pertained to his union.

(a) Brother Sorrell did not feel that it was necessary to confirm by letter his position as mentioned above.

(b) This local's membership is about 900, with no change caused by the directive.

International Brotherhood of Electrical Workers of America

1. Local 40, IBEW, had several complaints to register against the IATSE. It had no serious quarrels with other A. F. of L. unions.

(a) The IATSE and its various local unions in the motion-picture industry are and, at all times since the issuance of the Knight-Doherty-Birthright directive, have been openly violating the terms of the directive.

(b) Where not openly violating the directive, the IATSE has made use of intentional misinterpretation and other forms of subterfuge to avoid compliance with the A. F. of L. directive.

(c) Regardless of any precedent established through years of performance of certain work by the IBEW, the IATSE has seized upon any work not specifically covered by the directive.

An official brief, prepared by local 40 for me, is attached.

Business Manager Roy Tyndall of local 40 feels that the following procedure would effectively work out his local's difficulties with the IATSE.

1. Where the directive or the previous agreements between the international does not cover the work in dispute, it is suggested by the IBEW that the issue be settled on the basis of the precedent established in each studio prior to the strike, which commenced on March 12, 1945.

(a) That the above paragraph include the agreement signed by President Dan Tracy, of the IBEW, and President George Browne, of the IA, and counter-signed by Pat Casey as chairman of the producers' committee on April 21, 1936, and effective on May 11, 1936. The compliance to this agreement by the IA, particularly with reference to subparagraph (g) would help greatly in removing our complaints against the IA on jurisdiction. The agreement referred to is marked "Exhibit E" in the attached brief.

2. That the definition of "running repairs" made by Vice President Knight be incorporated as part of the directive, over the signature of the full committee, and that all interested parties be notified of this action.

For your information, local 40, IBEW, instituted court action against the IATSE about 2 years ago, requesting the court to obtain compliance from the IATSE, with the terms of the agreement of 1926, between the two internationals and the agreed-to amendments of 1936. This action was dropped by the court when the complainant, a member of local 40, passed away.

About 3 months ago, local 40 started a court action against the IATSE, asking that the IATSE be made to comply with the December 26, 1945, directive of the American Federation of Labor committee. At this writing, the superior court has not yet placed the case on its calendar for action.

This information on court action by local 40, IBEW, was given to me by its business manager, Roy Tyndall.

This local at present has about 500 members in the Hollywood film industry. If the present condition was corrected to its liking, it would mean an additional membership of about 450. The major items to be corrected in bringing about this additional membership would be on the definition of "running repairs." Local 40 is thoroughly agreeable to Vice President Knight's definition, which is listed as an exhibit in the brief submitted by local 40.

United Association of Plumbers and Steamfitters of the United States and Canada

1. Conferred with Business Manager Wickland and his committee for the UA local 78, covering Hollywood. Their main contention is that the IATSE is encroaching on the UA work through the former's interpretation of paragraph (aa) under section 2 on page 5 of the official directive.

(a) UA feels that it would give an additional Hollywood membership of about 100 if the disputed point was settled to its liking.

2. The present Hollywood membership of the UA local 78 is about 100.

(a) Enclosed find self-explanatory copy of letter from Business Manager Wickland of UA local 78 to his general president, dated July 29, 1946.

Building Service Employees International Union

1. Conferred with the executive officers of the Hollywood locals 278 and 193 of the BSEIU. They both expressed their satisfaction with the directive, and copies of their self-explanatory letters are enclosed.

(a) Membership in the Hollywood film industry for local 278 is about 500.

(b) Could not obtain official figures on Hollywood film industry membership for local 193. Would guess it averages about 400.

International Association of Machinists

1. After a great deal of thought on the matter, it was my considered judgment that it would not be wise to include the Hollywood local of the IAM in my report. My reasons are:

First, that the IAM, by its own action, has disaffiliated from the parent body; and,

Second, that, several months ago, a Federal labor union charter was approved and issued to cover machinists in the Hollywood film industry. That Federal labor union is functioning at the present time.

United Brotherhood of Carpenters and Joiners of America

1. Conferred with Brother James Skelton, business representative for carpenters' local 946, which includes the Hollywood film industry jurisdiction. At my request, he has prepared a brief, copy of which I am enclosing.

In addition, through questioning Brother Skelton, I am advised that the general president of the international union, during the January meeting of the A. F. of L. executive council, officially protested the findings contained in the directive, as they applied to his union. His protest was based mainly on the point that the A. F. of L. three-man committee had failed to allow him to appear before it, previous to its issuance of the directive, in spite of its having agreed to do so.

Carpenters' local 946 had officially notified the producers early in January of this year that it was not recognizing the directive. However, after a large number of its members had been discharged by management for this stand, local 946 then decided to go along with the directive, under protest. Since that time, there have been a large number of work stoppages.

It is the opinion of Business Representative Skelton that unless the present jurisdictional disturbance is corrected, that there will be another long-drawn-out strike over the matter of jurisdiction.

The present Hollywood membership of the carpenters' local 946 totals about 1,500. If the work on set erection were granted to local 946, there would be additional employment for 500 members. If the definition of "props" were decided in favor of the carpenters, there would be employment for 200 more. On favorable definition of the term "miniature," there would be 25 additional jobs created for local 946.

2. Conferred with International Representative Joe Cambiano of the carpenters on this situation. His comments were similar to those mentioned in section 1 above. He went on to say that his international union recognized only the 1921 agreement, copy of which is in the brief submitted by carpenters' local 946; that the 1925-26 agreement had been executed by a rump group of officers of the then existing carpenters local, which included the Hollywood area, and, as such, had not been approved by the international; that, therefore, the A. F. of L. committee was in complete error when it recognized the 1925-26 agreement as a basis for its deliberations, and not the 1921 agreement.

On the basis of the above condition, as explained by Brother Cambiano, the carpenters, local 946 is not recognizing the directive, and is working under protest. He envisages a series of serious work stoppages involving local 946, and, particularly, will effect the huge program of new construction being planned by the movie industry.

International Representative Cambiano suggests that an official committee, made up of individuals who are familiar with the general building and wood milling industry, be assigned to look over the wood-working functions in the Hollywood film industry and report its findings to the executive council of the American Federation of Labor.

International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada

1. Conferred with International Representative Roy Brewer and Business Representative William Barrett of grips' local 80.

(a) Am attaching letter from Brother Brewer to me, dated August 8, 1946, and giving his position regarding the agreement between the carpenters' local 946 and grips' local 80, as it pertains to the work of set erection.

(b) Am attaching letter from Brother Brewer to me, dated August 8, 1946, giving his official position with regard to the full content of the American Federation of Labor directive.

(c) Was advised by Brother Brewer that conferences were tentatively scheduled between carpenters' local 946 and the IA props' local 44, at which was to be discussed, among other things, the matter of props and miniature.

(d) On the complaint filed by UA local 78, Brother Brewer stated that he would be willing to swap the UA and take the terms of the 1937 agreement between the two internationals in preference to the December 26, 1945, A. F. of L. directive. (Was not able to obtain copy of the 1937 agreement.)

(e) On the complaint filed by the IBEW local 40, Brother Brewer stated that the main point at issue there is the term "running repairs." Insofar as what local 40 claims to be an official definition from Vice President Knight on the term "running repairs" is concerned, the IATSE have never been officially advised of it by the A. F. of L., and therefore do not recognize it. Brother Brewer gave his definition of "running repairs" to this effect: Any repair not requiring it being done at the shop, or not requiring the facilities of the shop to be taken to the place where repair is made.

(f) The present membership of the IATSE locals that are involved in the A. F. of L. committee directive are as follows:

Local 44—Allied property craftsmen-----	1,600
Local 80—Grips -----	1,200
Local 728—Studio electricians-----	1,200
Local 695—Sound technicians-----	850
Local 468—Studio mechanics-----	1,100
Local 165—Projectionists -----	350
 Total -----	 6,300

International Representative Brewer stated that, if the directive had been granted, as his international preferred, then the IATSE would have been granted the same work jurisdiction that it enjoys in the theater industry. That would mean allowing the IATSE additional work jurisdiction involving another 6,000 or 7,000 workers.

Miscellaneous material

1. Los Angeles Central Labor Council.

(a) Conferred with Executive Secretary Bassett. He informed me that there has been no official action taken by his office since the issuance of the A. F. of L. committee directive. That the only information he has on the matter is what he picked up during unofficial conversations on the subject. It is his reaction that the friction over work jurisdiction is now more acute in Hollywood than was the case before the directive was issued.

2. Management representatives in the Hollywood film industry.

(a) In the beginning of my report I make reference to my conferences with several representatives of management. They appeared to be in agreement on the several points which follow:

(1) That the directive, being a new agreement, naturally brought on a flood of complaints and objections over interpretation.

(2) The directive created a new local—the studio mechanics' local—which handles the work of set erection, and which is the principal source of complaint from the carpenters.

(3) Left unanswered was the definition of the terms "props" and "miniature."

(4) The carpenters' local 946 dispute is, by far, the real serious issue at present.

(5) The IBEW complaint is based, for the most part, on the term "running repairs" and its definition. Management feels that this grievance can be adjusted locally, due to the fact that the work involved is a routine every-day affair as compared to "props" and "miniature," where there are changes being made constantly in the type of work. This grievance is not regarded as serious.

(6) The UA complaint is very minor.

(7) Propose that an arbitration procedure be established within the industry to resolve jurisdictional questions. The machinery and personnel for this to be arranged by the American Federation of Labor movement in Hollywood. Management offers to pay the entire expense of this program while allowing the unions to set it up completely.

As a first step in the arbitration program, I am enclosing the partial official minutes of the meeting of July 2, 1946, which were signed by Pat Casey, representing the producers, and Herb Sorrell, representing the Conference of Studio Unions. The full minutes at this meeting constituted the agreement which terminated a 2-day strike initiated by the painters and carpenters.

3. Have enclosed copy of memorandum re 1945 Hollywood strike, prepared by the executive staff of the Screen Actors Guild. This deals with some of the pertinent history of background leading up to the 1945 Hollywood film industry strike. I did not enclose the full memorandum on the subject because I felt that you were well enough familiar with the high lights of the 1945 strike period itself.

(a) This summary by the Screen Actors Guild should be of interest in showing how the antagonisms between the several unions had their origin.

General observations obtained by me in the course of my investigations which seem to be directly connected with the jurisdictional situation now existing

1. Over the years there have been several changes, back and forth, insofar as union control over particular work is concerned. The result of that has been that a large number of workers in the industry have been at one time or another members of both contesting unions in a particular dispute. For example, carpenters' local 946 versus the IA group; IBEW local 40 versus the IA group. This condition had made the workers familiar with the craft skill of each union, and, therefore, tends to bring about more numerous jurisdictional controversies by virtue of the worker doing the work that he is capable of doing, but which does not belong to him at that particular time because of his then existing union affiliation.

2. Foremen and assistant supervisors in the film industry, who are required to become or remain members of that particular union. Naturally, the individual uses his influence in swinging the work over to the jurisdiction of his own organization, even though, in some cases, it might not properly belong to that union.

3. Over the years each studio has adopted its own individual policy regarding work assignments. This has been based on the type of facilities that were most favorable at that time to production program of that studio, or in some cases, the management of the studio, being a product of the theater, brought within the film industry the line-up of work as followed in the theater industry. This combination results in each studio following a different policy on the same type of work. That, of course, eliminates the benefit of uniformity throughout the industry and causes a certain amount of continuous unrest among the members of the different unions. When, for example, the individual member transfers to another studio and finds that the work he was allowed to do as a member of his particular union in his first studio is not allowed in the new studio.

4. Industry-wide compliance with the official American Federation of Labor directive is spotty, due to the condition outlined in paragraph 3 above. As a result, the industry policy, in complying with the directive, is as follows:

In those sections where all of the units in the industry agree, then it becomes a uniform policy, and a general order is sent out covering the industry. Where this unanimous agreement cannot be obtained, then it is left up to each individual studio, which makes its decision based on the historical precedent that has been established in that particular studio, as is described in paragraph 3 above.

5. For several months following the issuance of the directive order, the procedure on jurisdictional questions was to resolve them on a studio-by-studio basis, with the decision being made by the management in that studio. Subsequently, for a thirty (30) day period, one sole arbitrator was selected by the management to resolve questions on an industry-wide basis. The union groups agreed to the thirty (30) day period, but did not consent to its continuance after the expiration of the thirty (30) days. The exception to this being the IATSE group, who were agreeable to continuing on the industry-wide basis. The policy then reverted to the studio-by-studio basis, which is the condition now prevailing.

6. If the condition now in effect on the matter of work jurisdiction is allowed to continue, there will be another serious work stoppage developed in the not too distant future.

Fraternally submitted,

DANIEL V. FLANAGAN,
Western Director, American Federation of Labor.

Mr. McCANN. Now, did you receive back from your organization of the American Federation of Labor the exhibits which you sent with your report?

Mr. FLANAGAN. Not all of them, Mr. Counsel. I see that the ones missing are the ones in reference to local 40, IBEW, and local 946 of the carpenters. I have an idea, because of the shortage of time, they both being large briefs, they didn't have time to make the copies and send them out.

Mr. McCANN. Did they send the others?

Mr. FLANAGAN. Yes.

Mr. McCANN. I wonder if we may have those, sir?

Mr. FLANAGAN. Yes.

Mr. McCANN. Mr. Chairman, it seems to me to be a good idea to receive these and ask him a few questions.

Mr. Chairman, I have a number of reports which were submitted by Mr. Flanagan with the report he sent to Mr. Green.

Mr. FLANAGAN. That is right.

Mr. McCANN. There are a number of these. I will ask the court reporter to mark them temporarily for reference purposes, so that I may examine them and decide which should be read into the record.

Mr. FLANAGAN. I might add or repeat that the two I believe are missing that my report refers to, is that brief given to me by local 40, IBEW, and by local 946 of the carpenters.

Mr. McCANN. If those gentlemen who are representatives of the IBEW and of the carpenters have the briefs that were furnished to Mr. Flanagan, I would appreciate having copies of those furnished to us.

Now, as I understand it, the IBEW returned to work. I was just told by Mr. Luddy as to that, Mr. Chairman. But if there is a representative present, I would like, nevertheless, to have their brief, because I think it is important for us to have this complete.

Could you tell me who is the IBEW representative in this town?

Mr. FLANAGAN. Mr. Roy Tyndall was at that time.

Mr. SORRELL. Mr. Chuck Hughes is now the representative. I have just been informed he is in San Francisco right now. Maybe we can get the data you want.

Mr. McCANN. I think it is very obvious from the brief statement we have received that this completes the part Mr. Flanagan had to play in this picture.

Before excusing him—and I don't want to keep him from making his plane—I would like to ask him if he had anything further to do with this controversy here?

Mr. FLANAGAN. No.

Mr. McCANN. Your report covered your investigation, and when it was sent to President Green of the American Federation of Labor your duties were completed?

Mr. FLANAGAN. That is right. That was my only official connection with the subject being discussed here.

Mr. McCANN. When does your plane leave?

Mr. FLANAGAN. I think the bus leaves the Biltmore at 6:45.

Mr. McCANN. If you will come down to the hotel in a few minutes, I would like to see you there.

Mr. FLANAGAN. I would like to say this for those that might be interested, Mr. Chairman and counsel, as regards my report that was read here for the record. The report is a mere compilation of all the information each of the interested parties gave me. It is only at the end of the report I make my final observations, no recommendations. Merely general observations. I thought that might be of interest to some of the people here.

Mr. KEARNS. If there are no further questions, we will excuse you, Mr. Flanagan.

I want Mr. Boren on the stand.

TESTIMONY OF CHARLES S. BOREN—Recalled

Mr. KEARNS. Mr. Boren, you have been sworn?

Mr. BOREN. I have.

Mr. KEARNS. What is your position again, official position with the producers?

Mr. BOREN. I am vice president of the Association of Motion Picture Producers, in charge of labor relations.

Mr. KEARNS. You have access to any studio you want to go into in regard to labor relations?

Mr. BOREN. I do.

Mr. KEARNS. Very well. I have a request to make, and I would like to have the full cooperation of all the groups of labor and management.

I have listened very carefully to the definition of terms of work. I have drawn very definite conclusions as to what is black and what is white. I would like to have the opportunity and the privilege at this time, before I conduct any more hearings in this courtroom, to have the opportunity of being accompanied by you, Mr. Boren, and members of all the various organizations, through any designated studio you might pick out. One of large production and one of small production.

I want to see both sides of the picture, if possible, and I would like to do that tomorrow morning.

Mr. BOREN. You may do it, sir.

Mr. KEARNS. If there is no objection from any of the groups here, I would like to have a representative of all of them with me, because I want to ask them a lot of questions.

Mr. BOREN. Yes.

Mr. KEARNS. I understand Mr. Cambiano is in the courtroom.

Mr. Cambiano, you have not been sworn, but I understand you are here.

Mr. CAMBIANO. Yes.

Mr. KEARNS. I would like very much, if you would, to have you accompany us on that tour.

Mr. CAMBIANO. I would be very happy to.

Mr. KEARNS. I want Mr. Knight. One of the reasons I am doing this tomorrow is I want to take the advantage of doing this while Mr. Knight is in town. He was the chairman of this group and I have listened to the committee's testimony, and I want to see it all first-hand myself.

I want to see what all these people are doing and how they do it. I don't care when you start the trip, at 6 o'clock or 7 o'clock, or whenever it is. We will be on hand. How about you?

Mr. BOREN. We will organize it right now. Shall we say we begin our tour at the Metro-Goldwyn-Mayer Studios at 9 a. m.?

Mr. KEARNS. I would rather have it at 8 o'clock.

Mr. BOREN. 7, then.

Mr. KEARNS. That is all right.

Mr. BOREN. 7 a. m.

Mr. CASEY. Make it later. They will not be working at 7 o'clock.

Mr. BOREN. We can see the shops at 7 a. m.

Mr. KEARNS. Let's make it 8, and I can get into the shops first.

Mr. BOREN. I would like to say, Mr. Chairman, if we are going to visit motion-picture sets, that we certainly should limit this to one from each organization, because otherwise we would have a large delegation and we might interfere with production, particularly when they get to discussing certain phases of the work.

Mr. KEARNS. I will do it this way: I say we don't want to interfere with any production. Let's try in all cases where it is possible to limit it to one, but not to have it any more than two. I would like to have also a reporter, so that I can tell the reporter things I want to jot down for notations.

I am going to ask counsel to make themselves conspicuous by their absence, because I'd like to talk to the fellows down in the plant and would like to leave off any idea of any investigation. It is an informal visit through the shops.

Mr. LUDDY. I will arrange for some representative of my client to be there.

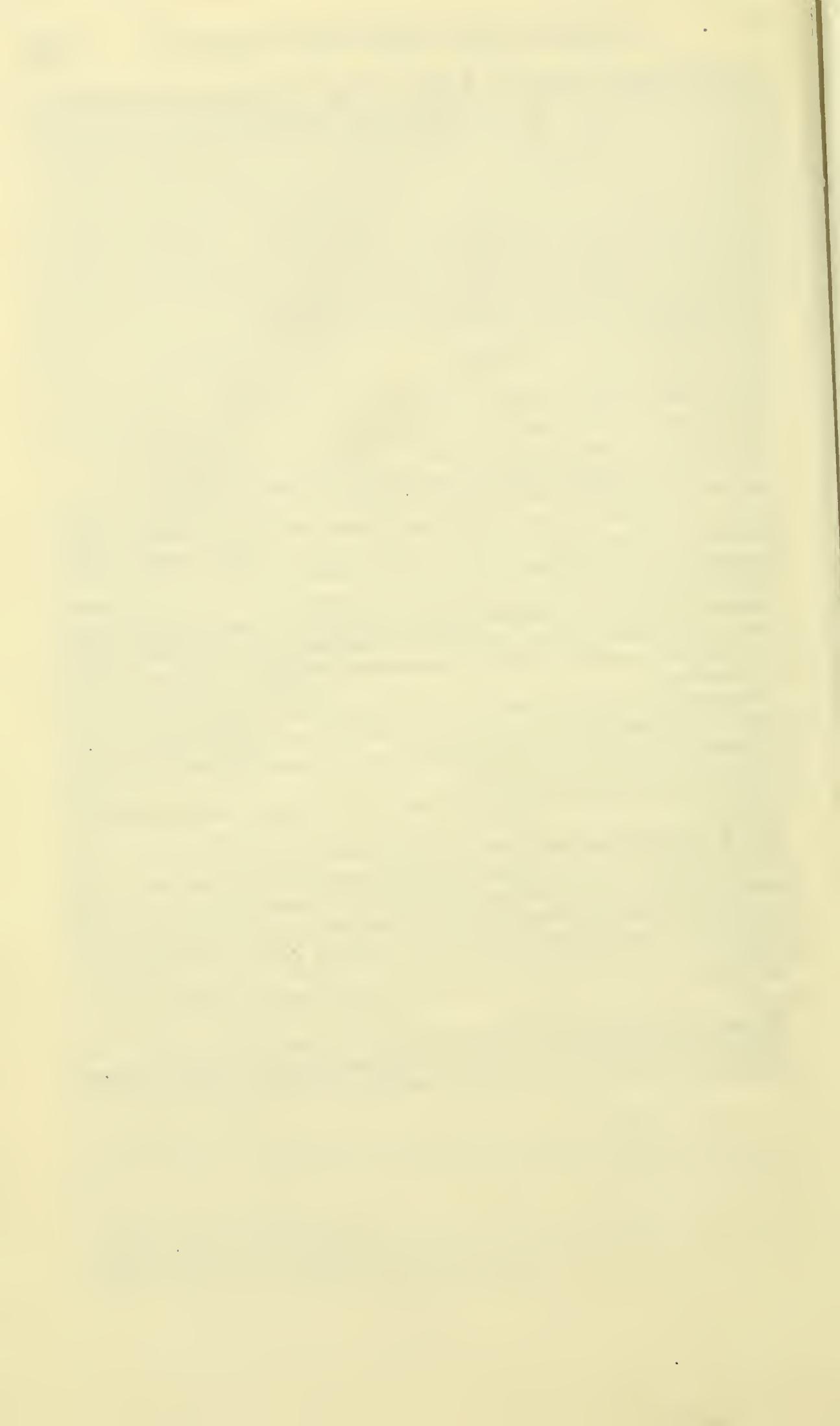
Mr. KEARNS. Absolutely, Mr. Luddy; absolutely.

Mr. SKELTON. In courtesy to you, there will be no picket line at the studio you visit. You mentioned M-G-M. You said one other. If it should be a major or one of the independents, where the carpenters and the other crafts are locked out, we will be glad to withdraw the pickets.

Mr. KEARNS. We will have a moratorium tomorrow. That is wonderful.

We stand adjourned until day after tomorrow at 10 a. m.

(Whereupon, at 4:30 p. m., the hearing in the above-entitled matter was adjourned to 10 a. m. on Friday, August 22, 1947.)



JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

FRIDAY, AUGUST 22, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9:25 a. m. in room 324, United States Post Office Building and Court House, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Also present: Laurence W. Beilenson, 321 South Beverly Drive, Beverly Hills, Calif., appearing for Screen Actors Guild.

MR. KEARNS. We can now officially convene because we have the reporter here.

I want to make a little statement this morning, after the interesting day I spent yesterday. I had the first opportunity of having some good exercise since I have been in Los Angeles, and I feel that personally I am greatly enlightened to proceed with the labor phase of this hearing, after having first-hand information on the lot.

I was very glad, too, that I had all the different groups there, all the different men who are representing the various unions here, to explain their angles of the dispute that exists here in Hollywood.

I think they were all very sincere. After all, when a man has a profession and a vocation or an occupation, whatever it may be, he is sincerely interested in that. That is very dear and close to his heart. As those men talked about different phases of the work on the lots there yesterday, I am glad to say that I know they were talking sincerely and believed in what they were talking about.

It is a marvelous industry. There is a lot of work to be done. Somebody has to do the work. Goodness knows, in this great land of ours and with the production at the peak it is today, there is work for everybody. The more I thought about the experience I had yesterday, it seems too bad we aren't able to get together on things easier here in America; the right for a man to work and his privilege to work at a job he would like to do.

A man is only successful when he is doing what he wants to do and what he likes to do. If you make a man do something he doesn't like to do, he isn't happy in his job. Here is this vast industry, with all its opportunities, from the management standpoint, actors' standpoint, employment standpoint, and building standpoint—all phases of it. The opportunity is there if you people here in this locality have the vision to take advantage of it.

I would hate to have some other country, because of lack of unity here on the coast, so far as the unions are concerned and management is concerned, move in and grab the bulk of this moving-picture industry throughout the country and the world, even.

Due to the war, the moving-picture industry here in California had an opportunity to get the jump on the thing. Many of the war-torn countries were unable to produce during the war. No country could ever touch us if we were able to go ahead with the tempo that we established during the war. It seems pitiful, really pitiful, that anything should obstruct that progress.

I realize the seriousness of this term "prop." It is really a serious consideration. As I returned to my hotel last night I only wished that I had the power to call Noah Webster back from his grave and have him redefine the term "prop."

However, I made the statement to the boys of the press that were along yesterday, and to many of the gentlemen who were representing their various unions, that I did not feel that they were very far apart on a lot of things, not as far apart as many of them thought they were, and when you got down to analyzing certain phases of the work, it seems to me, as Shakespeare would say, "It is much ado about nothing."

And so as we continue here with these hearings, I hope we will be concrete and steady and solid in our thoughts and try to work for a solidarity here in the industry. Every one of you gentlemen representing the unions and every one of the men representing industry can make a great contribution to the solidarity of this industry.

This morning we are going to continue with a man outside of the industry, and then after that I think the itinerary is pretty well established. However, I think the counsel has an announcement to make at this time.

Mr. McCANN. Mr. Chairman, the only thing I would say, which perhaps might be valuable to some of these men who are having union trouble who want to express themselves freely in this controversy, is that under the new Taft-Hartley law, which went into effect today, it is my impression—I have not been able to find the section since I have been trying to look for it here—that no member of a union may be caused to lose his position in an industry because of the fact that he expresses his opinions or his views or his thoughts with respect to the conduct of union affairs.

Now, it seems to me that one of the gravest problems that we have posed here is the fact that men have been caused to lose their status in the union and have been caused to sacrifice their positions by reason of their desire to be independent enough to express (1) a criticism of their union officials, (2) to express their convictions with respect to whether they should pass through picket lines, and things of that kind.

It seems to me, Mr. Chairman, that in this very serious hearing, that while it is impossible for us to hear individual complaints, because we would be lost with a thousand witnesses appearing before us, it is important that every union man who is called to the witness stand should realize that he may tell the truth and express his God-given constitutional right of free speech here without fear of losing his union membership, and I propose that for the witnesses of either side, and not just one side.

Mr. KEARNS. That, I think, is very good for the record.

Before I forget, I want to thank the heads of the various unions who removed the pickets so that I did not have to go through any picket line yesterday. I appreciate that consideration of my office.

Proceed, Mr. Counsel.

Mr. McCANN. Father Dunne.

TESTIMONY OF FATHER GEORGE H. DUNNE—Recalled

Mr. KEARNS. You have been sworn, Father?

Father DUNNE. Yes; I have.

Mr. KEARNS. Take the chair.

Mr. McCANN. You have previously been sworn and have given your address and telephone, have you not, Father Dunne?

Father DUNNE. Yes; I have, Mr. McCann.

Mr. McCANN. Mr. Chairman, it is not my intention to ask him many questions, since I think Father Dunne appears here to express his views, not as a member of any union, but as a citizen. I am going to pose just one single question to him: Will you please state from your knowledge and experience what has transpired in this locality, and your judgment as to the cause of the troubles which have arisen in Hollywood. In the event that you have any opinions with respect to the cure of this strike, we will be glad to have them.

You may proceed, Father.

Father DUNNE. Thank you, Mr. Counsel.

I would like, Mr. Chairman, just to make a very brief statement as to my interest in this case. My interest in the case has cost me very grievously personally. I have been made the object of a smear campaign as the result of which it has damaged my reputation and professional standing and my credit very seriously. In view of that I simply wish to make this apparent, that my interest in this case is in no sense personal. I got into the case originally, and I give this background because I think it is exactly leading up to the conclusions I reached and to describe how I came into the Hollywood trouble.

I came into it originally because I had been asked by the editors of the Commonweal magazine to write an article about the Hollywood labor situation. This was in 1945, before the 1946 strike, and during the 1945 strike.

This is the background of my information: I talked, first of all, with Mr. Daniel G. Marshall, who was a friend of long standing of mine, and who had been a lawyer for the IATSE before Willie Bioff took over the union. When that event occurred, Mr. Marshall withdrew as a counsel of the IATSE because he didn't care to represent the kind of person Willie Bioff was.

From Mr. Marshall I learned a great deal about the earlier history of the IATSE and of the events that transpired when Mr. Bioff entered the picture.

I then talked at great length to the National Labor Relations Board people in this area, whom I came to know quite intimately, that is, men like Stewart Meacham, who was regional director of the National Relations Board; Mr. Komaroff, and Mr. Ogren, who was at that time with the National Labor Relations Board. Of those three, Mr. Komaroff is the only one there now. Mr. Meacham is presently a labor adviser of General Hodges in Korea.

From them I learned, I think, a great deal about the story of the 1945 strike. I read you the National Labor Relations reports in 1946 after the settlement of the 1945 strike.

In a conversation with Mr. Meacham I was told by Mr. Meacham, and I think this is important because it influenced certainly my subsequent study of the situation, that he was very much concerned about the Hollywood situation. This was after the settlement of the 1945 strike. It was some time in, I believe, the spring of 1946. As a matter of fact, I think it was around the time of the dispute involving the machinists and the federal union.

He told me that in his opinion if the producers and the IATSE wanted peace in Hollywood, they could have it following the settlement of the 1945 strike. But he was afraid, from what he saw of things as they were developing, they did not want peace in Hollywood. That it appeared to him that they were determined to destroy the Conference of Studio Unions, and he foresaw in this the seeds of great difficulty and strife in Hollywood. He regretted it very much, because he did not think it necessary.

Then in August of 1946 I interviewed Mr. Herb Sorrell. This was the first time I had met Mr. Sorrell. I can set the date of this interview fairly closely because it was just a day or two after they had received the famous August clarification in the conference offices. And as I recall it, it had not yet been released for publicity. I forget now the reason why it had not been released for publicity, but at the time when Mr. Sorrell or his secretary told me the reason, it seems to me a valid one; I don't recall what it is.

I had a long talk with Mr. Sorrell, interviewing him. I didn't express any views of my own. It was a typical newspaper interview in which I asked him questions about the Hollywood labor trouble and asked his views about the present situation, as well as past events.

The impression I took away from Mr. Sorrell was he did not anticipate any serious trouble in Hollywood. With the reception of this August clarification, he told me he thought the last major problem in Hollywood was cleared up, he did not anticipate there would be any difficulty about applying the August clarification. He thought it was explained and cleared up the ambiguity of the December directive, and as a consequence the carpenters would be restored to the kind of jobs they had been performing previously.

I asked him if there were any other outstanding problems in Hollywood, and he said, "No, with the exception of certain wage adjustments, questions of that kind that have to be ironed out, but can be easily ironed out. I see no reason why we cannot settle down to peaceful relations."

I discussed with him whether or not the conference and the IATSE could exist together in Hollywood peacefully, and his view of that, as expressed to me, was the two organizations could. He thought that certain things needed to be done, to work out a modus operandi.

I asked him, for example, if he thought the type of union organization in Hollywood, the large number of crafts, was partly responsible or largely responsible for the difficulty. He said, as I recall, obviously that was so.

I asked him what the solution of that could be. He suggested, as one possible solution, the setting up of some kind of an industry coun-

cil in Hollywood itself, something like the labor council in Los Angeles. And he said to me that he understood that Mr. Brewer of the IATSE had some such plan, but that he, Mr. Sorrell, was suspicious of it for the reason that he suspected that Mr. Brewer, in attempting to set up this Hollywood council, would pack it with IATSE men so that the Conference of Studio Unions would not get an equal break.

But in general Mr. Sorrell left me with the impression he did not expect trouble, that peace could exist and there would be peace and good will on either side.

I then had an interview with Mr. Brewer, shortly after this. I should say that it was not easy for me to reach Mr. Brewer. I wanted to talk to Mr. Walsh, who was in Hollywood at this time, and I tried repeatedly to reach Mr. Walsh and I never got beyond the secretary. I would explain the purpose of my call and leave my phone number, and she would promise I would be called back. I was not called back.

I then tried to reach Mr. Brewer, with the same effect, until finally I told Mr. Brewer's secretary that I was planning to write an article about the Hollywood labor situation, and I had talked at great length with Mr. Sorrell, over a period of 3 hours, as a matter of fact, and I had his viewpoint, and if I could not talk to Mr. Brewer and Mr. Welch, I would go ahead and have to be forced to write my article, and having heard one side, the conclusions I reached might possibly be influenced by that.

As a consequence of this statement of mine, I was given an appointment with Mr. Brewer. I saw him—the exact day I can't recall. It was within a week or 10 days after my interview with Mr. Sorrell.

Mr. Brewer gave me his version of the history of the Conference of Studio Unions. It appeared to me then and appears to me now to have been a very colored view, I think one largely that could not be substantiated. His interpretation of what the Conference of Studio Unions represented—I don't think it is necessary I go into that story of Mr. Brewer's about how the conference originated, who inspired it, what its objectives were. I am perfectly willing to do so, but I don't think it is material to this hearing.

The main thing that I got out of my talk with Mr. Brewer as influencing my judgment with regard to the Hollywood situation was that, unlike Mr. Sorrell, Mr. Brewer made it very clear he didn't think peace was possible in Hollywood as long as the Conference of Studio Unions existed. Mr. Brewer made it clear that the IATSE was engaged in a war, and he said a war to the finish, with the Conference of Studio Unions.

He said the two organizations could not exist together in Hollywood. He used such expressions as this—I am quoting because I took notes of my Hollywood interview, and I still have those notes. He said, "The Conference of Studio Unions was born in destruction and it will die in destruction."

I asked him about the project of setting up a labor council in Hollywood, as Mr. Sorrell had indicated there was some thought of doing, and he said he did have such a project in view.

I asked him if the Conference of Studio Unions unions would be members of that labor council. His reply indicated that Mr. Sorrell was excessively optimistic in his view of what Mr. Brewer's ideas

were, because he stated that the Conference of Studio Unions could enter this labor council he was projecting in Hollywood only on one condition, and that was they withdraw from the Conference of Studio Unions.

I asked him—we discussed the question of democracy in unions, because the allegation in Hollywood was the Conference of Studio Unions—current among, certainly among many people in certain circles, the Conference of Studio Unions represented a movement in a direction of more democratic trade unions and local autonomy, whereas the IATSE represented a type of trade-union antidemocratic and hostile to any development on any considerable scale of local autonomy.

Mr. Brewer denied that the IATSE was not democratic. I recall I asked him if that were true how he reconciled the democracy of the IATSE, because of the fact at the recent national convention of the IATSE dictatorial powers had been voted to Mr. Walsh to change anything in the IATSE constitution by personal fiat, without submitting it to the membership.

He admitted such dictatorial powers had been granted to Mr. Walsh. And his explanation of defense of that was again the IATSE was engaged in a war to fight for its existence, a war to the finish. He used an analogy as just when our own country is engaged in war for its existence we vote—I don't recall he used the dictatorial powers—but we vote extraordinary powers to our Chief Executive for the duration of the war. So in the case of the IATSE, they were engaged in a war and consequently they had voted dictatorial powers, these extraordinary powers to change anything in the constitution by personal fiat by Mr. Walsh.

Mr. Brewster's talk to me was a war talk, with no possibility of compromise. The IATSE and CSU could not exist together in Hollywood; one or the other must be destroyed. The IATSE was determined the Conference of Studio Unions would be destroyed.

It was, of course, shortly after this in September that the strike arose over the August clarifications. Following that, I may say, I never wrote this article of mine. The reasons I did not: No. 1, at this time I had written a play that was being produced in Los Angeles, and I got busy occupied with rehearsals in it every night and then the strike came and developments followed so quickly, one on the other, I was hesitant about writing an article for fear the events of the ensuing week would upset the premises of the preceding week.

I never wrote the article. I wrote an article just within the last 2 months, not going into the specific issues of the strike, but dealing with certain phases of it, with the personality of Mr. Sorrell and the mass trials in Los Angeles.

However, I followed the events very closely through the newspapers, in attempting to analyze them in the light of my conversations with the National Labor Relations Board people, with Mr. Sorrell and with Mr. Brewer.

From these studies of mine, and from my analysis of the events as they followed, I reached certain conclusions. One had to do with the December directive. It seemed to me then, and it seems to me still now, that it was unjustified to provoke this kind of a sit-

uation involving the lives of thousands of people simply on the basis of an admitted ambiguous phrase in the December directive.

I think I understand how that phrase came to be employed by these men. I would like at this point, Mr. Chairman, to make personal apology to the three men on that committee, because I have, on at least one occasion in the past, publicly spoken disparagingly of these men, or at least two of them engaged in the famous telephone conversation. I think now I understand very clearly the position of those three men and the reason for the peculiar kind of thing that went on in that telephone conversation.

I think that these men came to Hollywood and did an honest job. I think enough has been said in this hearing to indicate the complexities of the problem in Hollywood and the inevitable ability that men within a period of 30 days attempted to solve all these complex problems must, of necessity, use phraseology that could have ambiguity and be interpreted in several ways. I think that is what happened when these three men came to Hollywood. They had no intention of upsetting any of the major; they have testified on this stand repeatedly they had no intention of upsetting any of the major divisions of work that had been traditional and in practice observed in Hollywood during the years. They didn't know in detail precisely where all of those lines of division fell. They simply dealt with individual phases of work. That has led to and resulted in this controversy. There at that time did not seem to be any major dispute at all affecting differences of work, and consequently they assumed that the people engaged were satisfied with the divisions of work as being observed. They were then shown the 1926 agreement. They were not told that the 1926 agreement had never been put into force and effect, so they assumed that it had been put into force and effect, and they, therefore, from analogy assumed that the line of division of work, the divisions of work that were being observed in this respect in Hollywood and had been observed for the past quarter of a century were being observed under the terms of the 1926 agreement, and consequently they simply assumed that the word "erection" in the agreement was meant to describe the kind of work that was being done, and so they used the word "erection" very lightly without giving much thought to the precise meaning of the word, the word obviously being capable of two interpretations. In any simple Webster dictionary the word is defined as having two meanings. One meaning is to set up or assemble or build, and the other meaning is to set erect. Consequently, they did not attempt to define the word. They referred back to the 1926 agreement, and they assumed that was in force and effect, and that it described the work that was actually being done.

That is why it seemed to me at the time and so still seems to me that when the IATSE then unilaterally interpreted this directive in a way that would deprive the carpenters of work they admittedly had been doing for a quarter of a century, which the representatives of the industry have admitted from this stand they had been doing for a quarter of a century, when on their own admission that directive was ambiguous and could be interpreted in several ways, the spokesman of the industry who testified—I think Mr. Casey testified on this subject that he could not make sense out of the directive, didn't know what

it meant, and I believe Mr. Kahane and Mr. Mannix have said the same thing, it seemed to me all along if admittedly the words of the directive were too ambiguous, when it was impossible to know what it meant, it was entirely inequitable, unjust to insist then upon a single interpretation to upset the work divisions that had been observed for 25 years, to deprive the carpenters of their work. If the meaning had been crystal clear, there could not have been any question about those practices. When the meaning is unclear, ambiguous, and nobody can understand what it means, then it seems to me the equitable thing, if they are interested in securing peaceful relations in Hollywood, the thing that anybody who desired peace in Hollywood would have done, would have been to suspend judgment and let the actual divisions which had continued for 25 years continue. However, Mr. Walsh of the IATSE ceased this admitted ambiguity. I doubt very much that even at this moment I can define erection in a way that would be satisfactory to everybody and that would cover all of the conditions. Mr. Reagan was asked to do that on the stand yesterday and he couldn't do it. I couldn't do it. I doubt that Mr. Luddy could do it. Consequently that phrase is manifestly ambiguous and therefore it was an injustice to take advantage of it to deprive the carpenters of work they had been doing actually for 25 years, by the interpretation placed upon this ambiguous phrase.

In the light of what Mr. Brewer had said to me, it seemed to me that the reason this was done was a simple manifestation of the desire of the IATSE to provoke the issue in Hollywood which would result in the establishing of this war that Mr. Brewer had indicated the IATSE had sworn to carry out against the Conference of Studio Unions.

This was the action, this was what led to, was the spark that set off the explosion, the explosion which Mr. Brewer made it rather clear to me he desired in Hollywood, the only way he could destroy the Conference of Studio Unions, it seemed to me, was precisely by provoking this kind of a situation, and the situation was successfully provoked.

There was further the problem of this division that was raised by what happened with regard to the grip's agreement that has been referred to many times in this hearing, the agreement that was reached between the grips local of the IATSE and the carpenters. Before 1945, if there had been any dispute involving the precise amount of work which is to be divided by this division, that dispute, unless I am very much mistaken—I might possibly be mistaken on this and I am subject to correction, but now my belief is that that dispute would have been between the carpenters and the grips. The grips were the people who in the old days, of the stage erected scenery and so on.

Now under the terms of the Cincinnati agreement the grips and the carpenters got together in Hollywood, and as has been testified to in this hearing, reached an understanding and agreement that was satisfactory to both. Counsel for the committee read part of that agreement in evidence yesterday. I think the other part of the agreement that was not read is of very great importance, because if the agreement is read in full I think it will indicate that the grips recognized the jurisdiction of the carpenters over all of the work—over those lines of work that the carpenters had claimed in this whole dispute,

and the line of work that was later taken away from them. The grips recognized and I believe they constantly recognized, the local people recognized that this was carpenter work, and they in their agreement conceded that to the carpenters, but my understanding is—I am also subject to correction there—that both Mr. Walsh and Mr. Brewer sat in on the negotiations that took place between the grips and carpenters which led to this agreement. However, Mr. Walsh didn't sign it.

It has been explained to me—again this may be erroneous information—it has been explained to me that the reason Mr. Walsh himself did not sign this agreement was, No. 1, it was an agreement between locals, and No. 2, I was told that Mr. Walsh and Mr. Hutcheson sometimes have some kind of tacit understanding that neither one would sign an agreement of any kind except when the other one was present. I suppose if Mr. Walsh signed it without Mr. Hutcheson present, Mr. Walsh would want the assurance that he would not be left out on a limb by him later refusing to sign, and vice versa. I don't know.

Then it seemed to me in the light of the background of this thing that if Mr. Walsh and the IATSE people wanted peace in Hollywood, they had peace right here. Here was an agreement between the grips and the carpenters which satisfactorily resolved the particular question involved on this line of work, giving set erection to the IATSE but giving to the carpenters all the construction work, obviously indicating that even under the terms of this agreement the IATSE men themselves, the grips, did not understand erection to mean construction, but understood it to mean something else, and reserved construction to the carpenters.

What was Mr. Walsh's reaction to this? He set up a new union in Hollywood. Now, it has been testified here by Mr. Kahane, and I believe verified by Mr. Luddy, that the set erectors union never existed in Hollywood before 1945, had never been heard of before, there was no such thing. The set erectors union was set up in 1945, and I believe Mr. Kahane testified—I had been under the impression it had been created before this incident, but I think Mr. Kahane testified, and I think Mr. Luddy verified, that it was set up subsequent to the December directive. I personally have some doubts about that. I don't mean I am questioning Mr. Luddy in his statement. I simply think that it must have come in existence prior to this August 1945 strike. I believe there was a group called the mechanics union that was set up. In any event, it doesn't make any difference.

The problem that seemed to be of crucial importance on this, what happened in Hollywood, was that the set erectors union was created which had never existed before.

Mr. Walsh himself has told why it was created in a speech at his own convention, and it will be found, I think, in that document that has been introduced in evidence and read in part, the congressional committee's investigation in Washington, Mr. Schatte's testimony, and he quotes Mr. Walsh as having stated that local union was set up to break the agreement between the grips and the carpenters.

It is perfectly clear if that agreement settled those questions, he said—I am not attempting to quote Mr. Walsh—that whether they had demanded a decision on this agreement, he simply informed the grips that it was out of his power to assign any work divisions between the

various IATSE unions, therefore he had decided that this kind of work did not belong to the grips anyway, and therefore he had assigned it to these set erectors.

Now, to me that seemed a perfectly phony maneuver. If the set erectors had been an old union, it would have been understandable, but it seemed to me obvious that Mr. Walsh had established a phony union, and a union which never had existed before, for the precise purpose of frustrating the purpose of this agreement between the grips and carpenters, creating an issue and a controversy that never would have existed in Hollywood. That is why the set erectors union was created, so that Mr. Walsh could say that here is something the grips and carpenters satisfactorily determined, but here is another union I have set up and they can claim this work, and we will get the dispute we have been wanting all along. That is the way it still appears to me.

Again, as Mr. George Murphy remarked here the other day, Mr. Murphy asked me if it seemed to me if in view of this ambiguity of meaning of the December directive, the only people, as Mr. Murphy stated, who authoritatively could say what they meant by the expressions that they used were the people who had written that directive. I say that is a perfectly sound position. I agree with that and I have always agreed with it.

That is why the question was resolved by the three men, they resolved it in the August clarification. They said what it meant, and I did not think and still do not think that it is within the province of anybody else to still argue about what those three men meant. They said in their clarification what they meant. They said on the stand what they meant, regardless of any other amount of confusion which might have existed about it. It was their right to say what they meant. It was not Mr. Hutcheson's right or the producers' right, it was a right simply within the power only of the three who wrote the directive to say what it meant. They said what it meant in August, and they said what it meant on this stand, saying exactly the same thing on the stand that they said in August.

And this seems to me very important, it still seems very important. We have had a lot of discussion in this hearing about whether or not the powers of this committee ceased after 30 days. I think that is a very important point. I don't see how this has any bearing on this kind of a situation, because this is not a situation which is going to be resolved on the basis of mere legalisms. The entire authority that those three men had and under which they acted was by reason of the fact that they are appointed by the highest authority of the A. F. of L., namely, the supreme executive council of the A. F. of L. The A. F. of L. executive council which conferred upon this committee the authority to render a decision in December of 1945, by token of the same authority, could at any time it chose appoint this committee or any other committee, an entirely new committee if it wanted, to come into the jurisdictional dispute arising out of the previous dispute.

It had the same authority to recreate that committee or create a new committee and confer upon it the same authority to resolve that dispute.

Supposing the dispute had arisen over the 1921 agreement being in force and effect, and I don't think anything has been heard of that 1921 agreement to this time. We have only heard of the 1926 agreement that was signed.

Supposing the dispute concerned the meaning of that agreement and the A. F. of L. executive council certainly had the right and authority and nobody else had the authority, but the governing authority to resolve that jurisdictional issue which arose from that, it did so in this instance by directing the same three men to resolve the question.

Now, in this hearing there has also been a lot of discussion of the obligation of the A. F. of L. to settle its own jurisdictional disputes, and the A. F. of L. has been severely criticized for not settling them. It seems to me that should one on one hand find fault with the A. F. of L. for failure to settle those jurisdictional issues and on the other hand question the right of the A. F. of L. executive council to act when it does attempt to settle a jurisdictional issue, which it did in this case, is unfair. The issue had arisen after the December 1945 directive. Mr. Reagan says it should be formally placed in arbitration and set for arbitration, that is the thing that I said and Mr. Reagan said it again, and we say it in good faith, but if they have a dispute which has arisen as the result of any directive where it can't be settled, we have to interpose the supreme authority, the A. F. of L. council did impose its authority, and the clarification resulted, and I think this point is very important, too.

The producers especially, it seems to me, are in no position to question the action the A. F. of L. executive council has taken. They have stood upon the theory that they had bound themselves only to the original directive—to the Cincinnati agreement—and that is the position the producers have taken all through this dispute. The position they have taken throughout this dispute is that they have got nothing to do with this controversial jurisdictional dispute between unions, and they have gone under the idea that they don't care who does the work, it is up to the unions themselves to decide, to make their own decisions, and the producers will abide by them. On that basis of that position that they have taken throughout this thing, it seems to me they are estopped from coming in here and saying the August clarification has no authority because the authority of this committee ceased after 30 days from December 1945. The A. F. of L. reestablished the committee and conferred authority upon it. Now, I think in this hearing the three-man committee's testimony has substantiated the correctness of that view on this thing. They have under oath resolved the doubt that existed in my own mind as to the authenticity of the August clarification. They stated emphatically that they did write the August clarification and that it did not change the December directive but simply explained what they had meant by the December directive, and they testified emphatically that the construction placed by the carpenters by Mr. Walsh and by the producers—by Mr. Casey for the producers—was erroneous, and that, to me, is the essential part of the question.

Now, I want to say when and how I got actively into this thing. I took no part in it from September, when it first began, until—I forget the exact date; it was, I think, after the turn of 1947 in January, it may have been before that, it may have been in December—I don't recall when I entered into it actively. I myself went to the conference of studio unions. I did so without any official invitation to do so. I did so because I had been watching the suffering of the people who worked for the movies. I have engaged in it as a citizen. As Mr. McCann stated the other day in defending my right to testify here, I did interest myself in this, the suffering of the people interested me

as a citizen and as a priest, and those people were suffering, and I met one night in the home of some people at a party in his home, just a rank-and-file member of one of the unions—I don't even know his name—who spoke to me about the suffering and how the morale of those people was very low and asked me if I would mind walking into the meeting the following night and saying some words to them. I said I would if I were not prevented, and I did. I was not invited by Mr. Sorrell. I had never seen Mr. Sorrell since my interview with him the previous August. I had never talked to him over the phone. Mr. Sorrell didn't have the faintest idea what my view of the strike was. I had never communicated in any way after my original talk with him. I walked into the meeting and Mr. Sorrell permitted me to talk. He had no notion of what I was going to say, and, as far as he knew, I might be going to get up and tell the people to go back to work.

That was the beginning, and I expressed my view that night. I told them I thought justice was on their side and commiserated with them for their suffering, and I told them in my estimation they were fighting for justice and principle.

I then, the following Sunday, discussed this question over the air on the radio program, and I think that the reaction to that talk as it was reported to me anyway is significant, in terms of the position of the producers and of the IATSE on this thing. I took part in a discussion over the air from Station KXLA, I think, it is a small Pasadena station, on a Sunday afternoon, and I spoke again that same night at the conference meeting. I was told by the manager of this program, Mr. John Barnes, that the reaction of the producers and the IATSE was one of bitter anger, and that they immediately brought pressure to bear—I am simply quoting Mr. Barnes—pressure to bear upon the owner of this radio station, Mr. Lowell King, and Mr. King was so frightened—I don't mean he was fearful of physical violence being done to him, it was a question of the bigness of the motion-picture industry and the importance of doing what might possibly appear displeasing to them, and Mr. Barnes told me that he became so intimidated that he canceled the programs of the western council. They did subsequently get back on the air. Barnes later managed to screw up his courage to get back on the air. Barnes told me that he even offered to the IATSE, to Mr. Brewer, and to the producers, he offered full radio time for the following Sunday to answer what I had said, provided that the ensuing Sunday after that we could have a full hour discussion and that I would be present and could be permitted to debate with them and to defend my position. They wanted nothing to do with that.

I am saying it because I think it is a significant, and I will say more about these kinds of developments later, as indicating what would appear to me to be the lack of desire on the part of the IATSE and as it seemed to me even on the part of the producers really to bring this thing out in the open and discuss it openly and to settle it on an equitable basis.

Then I had a meeting with the actors. Mr. Ronald Reagan, Mr. George Murphy, Mr. Dales, and Jane Wyman, I believe it was, something like that, and it seemed that the information that they had was that I had criticized the screen actors in a talk at the meeting of the conference last night or that night, I don't recall, and that I had said at the time that I believed the actors held the key to the situation, and

it seemed to me that if justice lay on the side of the people who were out of the studios, I said I thought they had a moral obligation on that hypothesis to support those people and refuse to cross the picket lines. Those were the people, after all, who are the leaders of the industry. Their careers, highly successful careers, and financially remunerative careers, would not have been possible without them, without these people, and if these people had justice on their side they ought to refuse to cross the picket line.

So Mr. Reagan, Mr. Murphy, Mr. Dales, and Jane Wyman came out to Loyola University and we had quite a long discussion until 1 o'clock in the morning. They told me everything they have said here on the witness stand. I heard the whole story, heard the full details. Another who participated in this discussion was Mr. Daniel Marshall, whom I have mentioned before, and who was at one time counsel of the IATSE, I understand. Mr. Marshall is a member of the board of trustees of Loyola University, and he happened to be crossing the campus and I asked him in to meet these people who were there and asked him to sit in on the discussion. What the actors said to me was what they have said on the stand here, and later, a day or so later after I talked with them, I got from them the transcript of the court recorder, not the court recorder, but the stenographic transcript of their discussion or report to their group in Hollywood after the Chicago meeting, and which they again related in great detail. I got hold also of the telephone conversation transcript, and I studied those, read them several times. It seemed to me then and it seems to me now still, and it seemed to Mr. Marshall then, that what they were doing is exactly what Mr. Sorrell said on the stand here the other day they were doing. I didn't question their honesty and I do not question their honesty now. I don't doubt that they went to Chicago and had this discussion with these three men. I don't question but that the three men made many or possibly all the statements they attributed to them, but I am inclined to think as is evident in the testimony given here, like Mr. Murphy who testified he does not profess 2 years after the event to quote verbatim everything they said, and, of course, that can't be recalled verbatim, so they got the impression from what they said, that is what they meant, but it seemed to me then what they were doing was they were taking remarks these men had made out of context and attributing to them a significance that they did not have in the minds of those men and interpreting them against a background of opinion they had before that, and I am completely convinced of that because I myself had a conference with Mr. Birthright in Indianapolis a few weeks ago and he made some of the same remarks to me that the actors said he made to them in Chicago, and I did not understand them at all the way they interpreted them.

Let me give you a few examples, like this bundle, bushel or basket of words Hutcheson wanted. When I talked to Mr. Birthright in Indianapolis he didn't use that particular expression, but he used very many similar expressions to me, but he was not saying, as the actors concluded that "We were forced to write this bushel of words because Hutcheson brow-beat us into it."

What he was saying was simply then and I am sure that is what he was saying in Chicago "We are sick and tired of this whole thing. When we wrote the directive of December we thought that there would

be good will on both sides and that there would be no trouble, and now nobody likes it. Hutcheson doesn't like it and other people don't like it and one side interprets it one way and another side interprets it another way, and we are asked to come along and we wrote the clarification." He said that they said the same thing in more words and used, he did say a bushel of words, but I would still not think and I didn't think at the time this would mean that he was saying the clarification did not express their meaning in December. That made it very clear to me that they meant what they said in December, and they meant they had taken into consideration all the arguments by the carpenters.

The same thing applies to the interpretation that the actors placed on their talking about the pressure upon them. It seemed to me plain and seems to me plain now at that time and after hearing Mr. Birthright what they meant by pressure. Of course, there was pressure upon them. There was not only pressure from the carpenters, there was pressure upon them by many people who are in on this. No doubt at the meeting of the A. F. of L. executive council in December and every other meeting they discussed, and there was chronic pressure upon them by everybody who wanted to clear the situation up here, and they were undoubtedly pressured by Mr. Hutcheson. Mr. Birthright in Indianapolis told me about Hutcheson and indicated his annoyance because he was annoyed and didn't want to be bothered about the thing, didn't want to get into it, because it was causing him constant headaches. That is what the pressure was, it seemed to me.

Then when the Screen actors talked about it they put a very strict interpretation upon that and they got the notion into their heads that those men were forced to sit down and to write something they didn't mean in December and didn't mean when they wrote it.

Now, there are a series of incidents which occurred after this, and I think that are covered fully in the testimony in this hearing. There has been testimony here several times that the producers all throughout this whole thing have been interested only in having this thing settled equitably and getting the people back to work, that they have always been willing to support any kind of a proposal of arbitration that was made.

In don't think the record, certainly not my own experience, substantiates that position, and the record of these experiences led me to believe that the producers were closely cooperating with the IATSE in this effort to destroy the conference, led me to believe that at some time or another, there was back of this hypothesis, and it simply is a hypothesis, that the decision was made before August 1946, before the December directive, after the December directive was passed, after the strike began, but at some time or other the producers, and by that I mean chiefly Mr. Nick Schenck, the producers reached a decision to support the IATSE and get rid of the conference of studio unions, possibly because—I am speaking hypothetically—possibly because they were just tired of having to deal with two groups of Hollywood unions and wanted to deal with one, thinking that to deal with one would be more simple than dealing with two, possibly because the producers after off-the-record expressing their knowledge have treated this subject very gingerly. In fact, in this hearing the producers have very often complained of the men who were at the head of the IATSE and have given that as the reason why they can get along always with the IATSE.

And those are the incidents that prompted me until the Interfaith Council entered into this situation. I don't recall just when that was. They consisted, as nearly as I remember, of Monsignor Dwyer, of the Catholic Church, Bishop Stephens, of the Episcopal Church, Rabbi Magnin, of the Jewish synagogue, and, I think, Dr. Farnham, of the Protestant Church Council, here. I don't know how thorough a study they made, but I think they interviewed the various people involved and issued their findings, and those findings simply recommended or possibly urged, in any event recommended, that arbitration machinery be set up to settle these and similar conflicts and that the producers sit down and begin at least to negotiate for a settlement.

Mr. McCANN. Father, may I stop you there for a moment to ask you—

Father DUNNE. Yes.

Mr. McCANN. Do you have a copy of the report of the Interfaith Council?

Father DUNNE. No; I do not, but it is easily obtainable.

Mr. McCANN. Do any of you gentlemen have a copy of it?

Mr. SORRELL. I think I can obtain it for you.

Mr. McCANN. I would like to have a copy, Mr. Sorrell. The copy will be marked as an exhibit for reference purposes only.

(The document referred to will be found in the files of the committee.)

Father DUNNE. The next effort to settle this thing was made by myself in a speech at the Olympic Auditorium on March 9, 1947. This was the meeting which followed the kidnaping of Mr. Sorrell. Mr. Sorrell had just returned from the hospital, and there was a mass meeting at the Olympic Auditorium to welcome him home. I was asked if I would speak there, and I did, and decided to take this occasion to make concrete proposals for settling this thing and getting the people back to work. I made those proposals after giving a brief historical analysis of the strike and the issue involved and discussing the position of the actors, told them about my talk with the actors, and I made five concrete proposals to settle it. I think I would like that those be entered into the record, too, Mr. Counsel, because I think it is important. I don't know if it is necessary to read the whole speech, but the proposals I think I should read.

Mr. McCANN. Well, why don't you read the proposals and the entire speech will be received in evidence for reference purposes only?

(The speech referred to will be found in the files of the committee.)

Father DUNNE. These are the proposals. I introduce them by saying after studying the facts of the case:

Now, I am going to challenge the screen actors and I am also going publicly to challenge Herb Sorrell. And let me say that I do so without prearrangement with Herb Sorrell, who does not know what I am going to say tonight. I propose—

(1) That the conference of studio unions agree to throw the August clarification into the wastebasket. In view of the way in which that clarification has been converted into an obfuscation by the contradictory statements and conduct of the men who wrote it, it can provide no satisfactory basis for settlement.

(2) That the conference of studio unions agree to start with the December 1945 award.

(3) That the conference of studio unions, the IATSE, and the producers immediately take steps to establish an arbitration system which can settle on the spot every jurisdictional issue that arises either under the December award or from any other source. This should be an on-the-spot arbitrator who can come in, look at the work, and say this work goes to that union and that work goes to

this union. And his decision will be binding upon all concerned, including the producers. This naturally will involve saying what work is set erection and what work is carpentry, as it will involve, for example, saying what is a conduit and what is a plumbing fixture. In my opinion, the arbitrator should be someone outside the unions, so that he will be free from the political pressures which, as both sides in this dispute admit, operate on the higher levels of the A. F. of L. He should also have no connection whatever with the producers and his salary should be paid by all of the unions involved sharing equally.

I know what the producers and the actors will say, because Mr. Brewer has given them the cue. They will say that no agreement of this kind has any meaning unless it has Bill Hutcheson's signature on it, and you can't get Bill Hutcheson's signature on it. I can't guarantee Hutcheson's signature, but I do know that this thing will not be settled except here in Hollywood. In answer to this objection, I put another challenge to Herb Sorrell. I ask him if the Conference of Studio Unions will accept this arrangement, agree to accept the arbitral decisions on all matters involving jurisdiction, and agree that, in the event Bill Hutcheson refuses to abide by such decisions, the others, Conference of Studio Unions, will not support his carpenters in any action they take in defiance of such a decision.

This, then, is my proposal: It seems to me that, in view of my own conviction that justice has been substantially on the side of the Conference of Studio Unions all through this thing, I have asked of Herb Sorrell very generous concessions. I ask them confidently because of my own conviction that Herb Sorrell is a thoroughly honest trade-union leader who genuinely does not want jurisdictional disputes and who is willing to accept any just and reasonable settlement of them so long as the just interests of his people are not sacrificed.

Now I want to make this comment about one of these proposals: First, that the proposals of the August clarification be thrown into the wastebasket. It must be understood this proposal was made on March 9, when, as a result of the telephone conversation and all the disputes on both sides, everybody, written by these men, are not; there was a lot of confusion.

Later in the dispute, later on, Mr. William Green reaffirmed and made very clear the fact that the August clarification had been written by these men and that it was the final and definitive decision of the American Federation of Labor executive council. But at this time there was all of this obscurity about the clarification.

Now, what was the reaction to these proposals? The Conference of Studio Unions had a strategy meeting a day or so later and publicly announced they accepted these proposals without qualification, indicating a willingness to sit down and negotiate, discuss, arbitrate on any kind of a basis in order to get back to work; even a willingness what at that time—what had been all along—the basis for the position they had taken, namely, the August clarification.

Even a willingness in the event that Mr. Hutcheson would not go along with them to abandon Hutcheson. I want to make it clear I don't think this agreement at the present time or after April of 1947 was a sound proposal, because after then the validity and authenticity of the August clarification was established by Mr. Green, and, I think, several times reaffirmed by Mr. Green, notably in a letter, copy of which was given to me by Mr. Carr, to Mr. Walsh on April 28. I would like to introduce that in evidence, if Mr. Luddy agrees it is an authentic document.

Following the acceptance of these proposals by the Conference of Studio Unions, I sent a telegram to Mr. Pat Casey and the same telegram to Mr. Walsh and Mr. Brewer. I have a copy of that telegram here. This is not an exact copy; this is as I wrote it, but as I was

reading it over the phone to the operator, as I recall, I interlaced possibly two or three additional sentences, I remember very distinctly.

Mr. KEARNS. We can't put it in the record unless it is an exact copy.

Father DUNNE. May I read the gist of it?

Mr. KEARNS. You may read the gist of it, but I don't want it in the record.

Father DUNNE. I believe Mr. Casey has the exact copy.

Mr. KEARNS. I will be glad to put the exact copy in.

Mr. McCANN. Mr. Casey, do you have an exact copy?

Mr. CASEY. If I have, I will produce it.

Mr. McCANN. Tell us what the gist of the telegram was.

Father DUNNE. The gist of the telegram was simply a repetition of these five proposals made at the meeting and a statement of the Conference of Studio Unions that they had accepted them without qualification, and a challenge to the producers and the IATSE to express their willingness to negotiate on this basis as described in the proposals, and a statement that, in my opinion, if we evaded these proposals or refused to, it would confirm or would indicate an unwillingness to take any steps to settle this on a just and equitable basis. And it would, therefore, make clear what side was unwilling to settle and what side was willing to settle.

Mr. McCANN. What was the answer you received?

Father DUNNE. I received no direct answer.

Mr. McCANN. Did you receive any answer from the Screen Actors Guild?

Father DUNNE. I didn't send a copy to the Screen Actors Guild.

Mr. McCANN. Oh.

Father DUNNE. I sent a copy to Mr. Casey for the producers and Mr. Walsh and Mr. Brewer for the IATSE.

Mr. McCANN. What answer did you receive from Mr. Walsh and Mr. Brewer?

Father DUNNE. The only answer I received was a letter from Mr. Walsh's secretary in New York, telling me the telegram was there and Mr. Walsh was presently out of the city. On his return, he would, no doubt, give serious consideration to it and communicate with me; he never did.

Another reaction to this which I thought significant was an effort—I cannot name the individuals—an effort that was made to have me cease my activities in trying to settle this thing through my ecclesiastical superiors.

I sent that telegram one night and the following day, before the afternoon, there had been telephone calls made to the superior of our high school in the city, apparently upon the false assumption the high school and the university was under the same superior. This call came from Paramount studios.

There were telephone calls made to the university to the effect that the producers were furious. There was a man who was employed at Twentieth Century-Fox, in I think a rather important position, Mr. Robert Fenton, assistant to Colonel Joy. He telephoned me and came out to see me that morning. He is a man I had known for many years—I had not seen him for about 20—he told me that morning in

the studio there had been discussed this matter between Colonel Joy and Darryl Zanuck and someone else. They were displeased.

He said in his estimation I was right in the position I had taken in everything I said.

There was a telephone call from Mr. Luddy to my superior, president of the university, asking if he could come out to talk to my superior about me.

The position taken by my superior, as he reported it to me, was, I think, a very fair one. He told me he told Mr. Luddy—he suggested that Mr. Luddy talk to me. And Mr. Luddy told him he did not want to talk to me. He wanted to talk to him about me.

My superior told Mr. Luddy he was perfectly free to come out and talk to him about anything except me. And he was perfectly free to talk to me about me, but not to come out and talk to my superior about me.

His reaction indicated to me—I couldn't understand why this anger, why this effort to stop any movement in this direction if it were true the producers and the IATSE were amenable to any honest proposals to settle the thing. Even if they thought the proposals could not be effectively carried out, they should have been agreeable to make some gesture of willingness to sit down and talk about them instead of trying to immediately stop the whole movement.

Following this the screen actors, Screen Writers Guild published a two-page advertisement, at their own expense, in the Hollywood Variety,—I don't have a copy of it—in which they repeated the proposals I had made. They published a telegram they had sent to the producers asking them to respond. "What is your response to these proposals?" and stating in the advertisement that the Conference of Studio Unions had agreed, expressed unqualified acceptance. The producers had made no response. Concluding this, in the advertisement, that in view of this failure to respond to these various proposals of any kind, they were forced to conclude what existed in their industry was a lock-out of the workers. The next development—

Mr. McCANN. Just a moment, please. I would like to ask if that can be procured for the record.

Father DUNNE. I think I gave Mr. Cobb a copy.

Mr. McCANN. I would like to have that received in the record for reference purpose, purely to give us the speech you referred to awhile ago.

Mr. KEARNS. We will recess for 10 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Father DUNNE. Mr. Chairman, may I correct an erroneous statement?

Mr. KEARNS. No objection.

Father DUNNE. The very beginning I stated that Mr. Daniel Marshall had been counsel for the IATSE. That was a careless statement. He was not counsel for the IATSE. He was counsel, I believe, for one of the IATSE locals here in Los Angeles before the Willie Bioff era.

Now, the next efforts that were made by outsiders to bring these parties together was made by the two official appointees of the Catholic archdiocese in Los Angeles. Monsignor Devlin, who is the Catholic

representative for the Legion of Decency, and Thomas Coogan, who is labor expert for the archdiocese, on March 21 in the Tiding, the official publication, published their official report to the archbishop and also made concrete proposals for settling this dispute.

I would like to enter this into the record, too.

Mr. McCANN. It may be received for reference purposes only?

Mr. KEARNS. Yes.

Mr. McCANN. At the same time, Mr. Chairman, I would like received in evidence for reference purposes only a reply which was made.

Mr. LUDDY. And appeared in the Tidings.

Mr. McCANN. And appeared in the Tidings. This reply is by the executive committee of the Motion Picture Alliance for the Preservation of American Ideals, by Ralph Clare, chairman. I don't know what is in any of these. We will have them for reference.

Mr. KEARNS. No objection.

Father DUNNE. The sum total of all these efforts added up to nothing. I may say that again the reaction of the Conference of Studio Unions to these proposals in The Tidings was unqualified acceptance, willingness to negotiate on these terms.

The proposals made in the Tidings were much the same as the ones I had made. The producers and the IATSE, as far as I know, did not react at all. I mean, did not indicate any willingness to sit down and discuss or negotiate at all on these terms. These facts again confirmed me in my view that the people who did not want to settle this on any basis except one of complete destruction of the Conference of Studio unions were the IATSE, and were apparently enjoying the support of the producers in this, for whatever reasons, good or bad, the producers might have. It was an impasse. It was impossible even to get them to sit down and talk.

After that I took no active interest in this until my recent trip back East, which I would like to tell about, in view of the question asked by Mr. Padway the other day.

My trip to the East was the result of the initiative of a rank-and-file member of the Conference of Studio Unions of the carpenters local, Mr. Frank Lauer, who holds no office, simply a rank-and-file member of the union.

He came to me and asked me if, in view of the desperate desire of these people to break the impasse and get people back to work, if I would be willing to go back East for the specific purpose—and this was the specific purpose of my trip, to see Mr. William Green, to try to persuade Mr. Green to do something to enforce the A. F. of L.'s own decision in this matter; to take some action, whatever it might be, to settle this thing and get the people back to work. That was what he asked me if I would be willing to do.

He said if I were willing to do this, he intended to suggest it to Mr. Sorrell and to the conference strategy committee. I told him that I would be willing to do anything that offered any hope of contributing to a solution of this.

I told him, however, provided I could get permission from my superior; I told him, however, I thought it would be a waste of time, of my time and also a waste of the Conference of Studio Unions' money, because if I went they would have to pay my expenses. But

if it would make him and the rank-and-file feel better if I had at least made the effort, I would be willing to take the time and trouble to do so.

So he then apparently suggested this to the Conference of Studio Unions' strategy committee, so they telephoned me and asked me if I would be willing to do it.

I made the same reply, that I thought it was a waste of time, that so many efforts had been made I doubted very much if I could prevail on Mr. Green to do any more than he had done. If they would feel better, my having done so, I would do so.

I asked permission of my own superior to undertake this commission, and received it.

I met with the strategy committee of the Conference of Studio Unions and I, for the third time, reiterated I thought I was wasting my time and their money. I think Mr. Sorrell was sort of inclined to agree with me, that I would not succeed in accomplishing anything with Mr. Green, but if the strategy committee would like to have it done and the membership would like to have it done, he would submit to it. They voted on a resolution to ask me to go and pay my expenses. So I went east.

Before I went I asked what people they thought I should see. They said Mr. William Green was the main objective of my visit. They also suggested I talk to Mr. George Meany and Mr. Harvey Brown, the head of the machinists' union, and anybody in the A. F. of L. headquarters, or with Mr. Bill Hutcheson and Mr. Lindelof. They were under the impression there was a meeting at this time of the A. F. of L. executive council and they would all be there when I arrived. They hoped I would be permitted to go in and talk to the executive council. They were mistaken in this impression.

When the strategy committee decided I should go east, then Mr. Sorrell, in suggesting names, also added the name of Congressman Kearns, suggested I see Mr. Kearns. He didn't say why. He didn't make any suggestions at all. He simply put his name on the list of people he suggested I see.

So I went back east and to Washington. I talked with Mr. Coakley first, of the A. F. of L. headquarters, who is not an official of any importance, I don't believe, in the picture. He is simply an organizer of the A. F. of L., and in the absence of Mr. Frank Fenton, their chief organizer, Mr. Coakley talked to me and said he would see if I could see Mr. Green.

I eventually saw Mr. Green. It took some time. He was out of town. There seemed to be some reluctance to permit me to see him, on the part of Mr. Fenton. I don't know that that is true. But I had that impression.

I had a long talk with Mr. Green's secretary and a talk with Mr. Fenton. My talk with Mr. Green simply confirmed me in the view I had taken that there was to be gained nothing in my talking to Mr. Green. It seemed to me Mr. Green was in a state of rather general confusion himself about the situation in Hollywood. I was entirely unable to clarify that apparent confusion.

He kept insisting that—deploring the situation which, of course, I deplored, too. It did not seem to be clear in his mind, and he kept insisting—first of all, he seemed to think the various groups were

already back to work, except the carpenters and the painters. He couldn't understand why the decision of the three-man committee had not been carried out. He said he had done everything possible. He had appointed a three-man committee and he had directed them—the council directed them—to clarify their original directive and that should settle it. He just couldn't understand.

I think I must say, since I am committed to tell the whole truth, though I am very reluctant to inject this note into the hearing at all, because I don't—it is an issue that has been used to obscure the real issues of this thing throughout. I am happy it has been kept out of the hearing. It does not bear upon the issues. I did get the impression that Mr. Green's confused attitude, as it appeared to me in this, was largely due to the fact he had been told that the Conference of Studio Unions' people were all Communists and that, naturally, despite the fact that clarification was on the side of the carpenters, that he, because of his sincere and genuine opposition to communism, was reluctant to make a clear-cut statement in which he would be taking sides with a group of people who had been described to him as Communists.

I of course discussed that with him, because my own knowledge of the people involved and so on, is that I am completely convinced and always have been that is not a genuine issue in this case. I know the Conference of Studio Unions people. I know there are Communists, undoubtedly, in the CSU, as there are in the IATSE and almost every other group in the country. It is not a Communist group and not Communist led.

That, however, did seem to confuse the thing to Mr. Green, so I accomplished nothing with Mr. Green. I saw Mr. Kearns, Mr. McCann, Mr. Hartley, as these gentlemen know, and discussed with them the Hollywood situation and the matter of the investigation. The only other thing of interest that happened on my trip east is I also talked with Mr. Casey in New York about the investigation. And after that, on my way back, I decided on my own to go to Indianapolis with the hope of seeing Mr. Hutcheson. He had not been in Washington. He left the day before I arrived. I was unable to see him.

It had not occurred to me, up to this point, I hadn't been thinking of the three-man committee. It had not occurred to me to see them, but I telephoned—Mr. Casey, I must say, had told me in New York Mr. Hutcheson was not in Indianapolis, but was some place up in the woods on a vacation hunting.

However, I telephoned Indianapolis from Chicago and spoke with Mr. Morris Hutcheson, who is first vice president—I think he is a vice president, anyway—of the carpenter's brotherhood, and I thought it might be worth while to go see Mr. Morris Hutcheson, vice president of the union, and Mr. Bill Hutcheson's son, to try to clarify certain points I myself was bothered about.

I went to Indianapolis and then I suddenly realized that Mr. Birthright was also located in Indianapolis, and decided to go and see him. I saw him and I described the other day the gist of my conversation with Mr. Birthright.

I will only add this to that about my talk with Mr. Birthright. With reference to Mr. Hutcheson, Mr. Birthright did mention Mr. Hutcheson numerous times in the conversation, but at no time did I

get the impression that Mr. Hutcheson had in any way forced Mr. Birthright or the committee to do anything. I did certainly get the impression that Mr. Hutcheson, like everybody else in the picture, was a source of annoyance to Mr. Birthright because Mr. Birthright would have been very happy if the December directive had been accepted by everybody in the spirit in which he thought they had written it and no trouble had arisen. So he was annoyed at Mr. Hutcheson and everybody else who had anything to do with creating the causing of the difficulties that had arisen out of it.

But at no time did he give me the impression he had been forced by Mr. Hutcheson to do anything.

I talked, then, with Mr. Morris Hutcheson and I told Mr. Morris Hutcheson that I thought the position that his father had taken all through this, at least as it had been reported to me by people like the screen actors, had not in any way materially helped to settle this or even helped his own people. I thought he was making a great mistake.

I want to say at this point I have never held any brief for Mr. Hutcheson. I publicly and severely criticized him in a speech that has been entered into the record for reference. He is a Republican and I am a Democrat, so that is one reason we wouldn't see eye to eye, anyway.

I did not think his attitude had been very helpful at all. I had the impression he did not seem to be sufficiently concerned about the people out here in Hollywood who were out of work. I had been told, or had gained the impression, gathered the impression from things that had been said so often by the screen actors and the position that was taken so often by the IATSE and the producers, that the main stumbling block to any kind of arbitration was Mr. Hutcheson. He was unwilling to agree to any kind of arbitration. That was the impression I had when I went to Indianapolis.

I told Mr. Morris Hutcheson in my opinion his father was playing directly into the hands of the IATSE. And upon the assumption that the producers were allied with the IATSE, every time an arbitration proposal was made, and every time an arbitration proposal was made that Mr. Hutcheson simply rejected it and said, "I won't arbitrate anything" the odium falls on him.

I said, "Why doesn't he show a willingness to go along part way in this thing and find out to what extent Mr. Walsh is willing to arbitrate?" As long as they can refuse, simply because Mr. Hutcheson won't answer, the odium falls on Mr. Hutcheson.

Mr. Morris Hutcheson told me I had been misinformed, that his father was not opposed to arbitration, had never been opposed to arbitration. He had taken the same position throughout the whole dispute, and his position was this: That he would not go to any arbitration in which Mr. Walsh predetermined the results of that arbitration by laying down his own conditions, namely, the basis of the arbitration should be simply the December directive, as interpreted by Mr. Walsh, omitting the interpretation of the men who had written the directive. From the very beginning his position had been this, that he was agreeable to any proposals of arbitration, provided that the basis for that arbitration should be either both the December directive, as explained by the August clarification—both should be made the basis of the arbitration; or in the event that the other parties would

not accept that August clarification, then Mr. Hutcheson would be agreeable to arbitration upon this basis: Both the December directive and the August explanation be thrown out the window and we start all over again arbitrating the thing from the beginning.

I asked him if I could go back to Hollywood and say that he was definitely committed to that proposition, and he said, "Definitely, yes."

An arbitration on either of those two bases was agreeable to Mr. Hutcheson and had always been, and he personally had heard Mr. Bill Hutcheson tell the screen actors that in Chicago. That was the position of the carpenters.

It seemed to me and still seems to me to be a sound position, in view of all of the obscurity, the denials and counterdenials, and contradictions that have gone on; it seems to me there can be no other sound basis for arbitration except those two positions, the original directive as interpreted by the men who wrote it, or starting all over again from the beginning and deciding the jurisdictional lines clearly. The only third alternative possible is simply an arbitration on the basis of the December directive, interpreted by the men that made it.

That is the extent of my participation in this dispute.

I would like to simply summarize my conclusions by saying it seemed to me throughout, on the basis of what this hearing has brought out in the open, the essential merits are established.

There has been a lot of conclusion and people may have on both sides, even with good will, been confused.

Granted the producers may be in an extremely difficult position in this thing, the essential merits have been established as brought out in this hearing. In fact, the carpenters have been deprived of work which the December directive of 1945, as explained by the men who wrote it, never intended they should be deprived of. It seems to me the statement made by Mr. Kearns in this hearing is very pertinent.

Mr. Kearns with a great deal of feeling remarked here one day—and Mr. Freeman made very much the same statement from this witness stand—one of the sacred rights of an American is the right to a job, particularly if he was a workingman with a wife and children; that no man would deprive him of his job.

I think the basis for the position of the carpenters is simply that there can be no equity, certainly, in depriving men of their jobs which admittedly for 25 years that they held simply on the basis of an ambiguous phrase or interpretation made erroneously by the man that wrote it, to deprive men of jobs they have held for 25 years. That is why there has been so much feeling in this matter by men deprived of their jobs, simply on that basis.

I think there is still less equity to still deprive men of those jobs since the authors of the directive have made it clear they never had any such intention of depriving those men of those jobs. In making suggestions for settlement, No. 1, it seems to me there can be no just settlement unless the men who have been deprived of their jobs are restored to them. There can be no just settlement unless all the men and women who have been deprived of their jobs, because they, out of loyalty have supported the carpenters—were erroneously deprived of their jobs—are restored to their jobs. That means the members of local 683, for example.

As Mr. McCann remarked at the opening of today's hearing, there have been men who have been deprived of their jobs simply because they freely expressed themselves and took a position in their union and went along with the majority decision of their union and therefore refused to cross picket lines, and supported the carpenters in what they thought was a just position. Those men have been deprived of their jobs, have been expelled from their unions.

I don't think there can be any just basis in support of this. I think arbitration machinery has got to be set up which can prevent this kind of thing happening again.

The IATSE has expressed concern over what it regards as a threat to its existence in Hollywood, the fear that encroachments will be made on it and eventually drive it out of Hollywood. A good kind of arbitration machinery should be able to provide the IATSE the kind of security it says it desires, so it won't feel it has to wage war to the finish to destroy the CSU. It can be secure in Hollywood in its position under a fair form of arbitration machinery, which will protect its jurisdiction.

Therefore, I think there can be no just settlement and no peace in Hollywood unless the IATSE abandons its policy of a fight to the finish with the Conference of Studio Unions.

I think they must recognize the necessity of getting along together in Hollywood with all these other groups. The rank and file, none of the unions want this kind of a thing to happen. Therefore, the policy of a leadership which thinks it is necessary to drive all other unions out of Hollywood, to destroy those unions, that otherwise they cannot be secure, that is a policy which manifestly leads to trouble and must lead to trouble. There can be no peace as long as that kind of a policy exists. There can be no settlement of this and no peace in Hollywood unless there is good will on both sides. That is what is chiefly wanting.

The chief thing, I think, that might come out of this hearing, this investigation, is the exposition, the realization of facts which may force public pressure to demand good will on all sides, the willingness to accept the other fellow in Hollywood and set up arbitration machinery and rely upon that, rather than on war to the finish, to iron out differences that arise.

I also think the producers must revamp their labor policy. I would like to say this: I don't know it has been brought out in this hearing, and I think it should be brought out in this hearing—it has been touched upon, but I think it could be gone into much more deeply than it has been gone into—the question of who determines labor policy in the studios.

Now, the name of Nick Schenck, I think, figures largely in the Hollywood trouble, and his name—the industry representatives on the stand impressed me as being very anxious to keep Mr. Nick Schenck's name out of it. Mr. Mannix reacted here on the stand, at the mention of his name, as though he hardly knew the man. Yet, it is common knowledge around Hollywood it is Mr. Nick Schenck who calls the tune in Hollywood. Loew's, Inc., controls MGM. Mr. Joseph Schenck, his brother, is production manager over at Twentieth Century-Fox. It seems to me regarding any reversal of policy in Hollywood there always seems to be a flight to New York by some of

the key officials in Hollywood, to see Mr. Nick Schenck. Those meetings are then followed by enunciations of policy.

I think this fact is significant, if it is a fact. Mr. Pat Casey has been described here repeatedly as labor relations man for the major producers in Hollywood. I think he has performed the functions of that role during the years. I think it should be interesting to know who employed Mr. Pat Casey. I think it is a fact—I don't think there is any secret about this—Mr. Casey was employed by Mr. Nick Schenck. That has been my impression.

If that is so, if Mr. Casey was an employee of Mr. Nick Schenck's, if Mr. Schenck paid Mr. Casey's salary and the producers did not, and yet Mr. Casey represented all the producers in the labor policy I think it is indicating something important and significant about who determines labor policy in Hollywood.

Mr. McCANN. We will be glad to have Mr. Casey clarify that.

Father DUNNE. Thank you. I think that is all I have to contribute. Are there any questions?

Mr. LUDDY. Yes, I have some. Does Mr. Cobb have any?

Mr. COBB. No.

Mr. LUDDY. I have questions.

Mr. PRICE. I have none.

Mr. KEARNS. We will recess for 5 minutes at the request of the witness.

Mr. McCANN. Just before you recess, may I say a word? I desire, when we get through with these questions, to introduce in the record the documents given me by Mr. Flanagan this morning.

Mr. KEARNS. The recess is at the request of the witness.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Father Dunne, I submit to you the following questions by Mr. Luddy.

If there are any questions, Mr. Chairman, which you think inappropriate, I hope that you will rule them inadmissible. I am going to follow the rule of submitting questions that are presented to me, to avoid any charge of unfairness.

Mr. KEARNS. You will not allow me; I will.

Mr. McCANN. Most of these questions, I think, can be answered very briefly and won't take an undue length of time.

Mr. LUDDY. Father Dunne, you were the author, were you not, of an article appearing in the June 20, 1947, edition of the Commonwealth, entitled "Peace in Jail"?

Father DUNNE. That is correct.

Mr. McCANN. At the time you prepared that article, you knew, did you not, that Mr. Herbert Sorrell had served a jail sentence and paid a fine for his activities in connection with the 1945 strike?

Father DUNNE. I knew that Mr. Sorrell had been in jail on several occasions. I didn't know—I don't know that I knew he paid a fine; no. I don't question it. Possibly he paid a fine. I have paid fines, too.

Mr. McCANN. At the time you prepared that article, you knew, did you not, that Mr. Sorrell was under indictment for conspiracy as a result of his activities in the 1946 strike?

Father DUNNE. That is correct.

Mr. McCANN. In the article above referred to appearing in the June 20, 1947, issue of the Commonweal, you referred to Mr. Sorrell, did you not, as possessing "certain of the qualities which to me are a reflection of genuine holiness"?

Father DUNNE. I don't like to end the quote there. That is a quote, but I mean I think the full context should be read of what I stated, because I went on to explain in what sense I used the words "genuine holiness."

Mr. McCANN. You used it, but it was in a context you think should also be included?

Father DUNNE. That is correct. I will explain the context, if you want an answer to the question.

Mr. McCANN. I think you are entitled to do so, if you desire to.

Father DUNNE. I went on to say that after stating, in my opinion, Mr. Sorrell had some of the qualities which reflected what I regarded as holiness, I went on to say:

Maybe I am a sucker, but the meaning of "holiness" itself was something that so many erroneous views exist about.

I had so many people, unlike Mr. Sorrell, that have all the external trappings that pass in the minds of most people for holiness. They have the appearance of respectability, wear the garments of righteousness, the outside of the cup made clean, but who know nothing of justice or mercy or charity and shut the Kingdom of God against men.

Mr. Sorrell, these are not the words of the article, this is the sense, this is my opinion, though he lacks many of the external signs that many people, as in the time of Pharisees, themselves confuse with holiness, the external appearance of respectability; though he is a rough person externally in appearance, he has native goodness and integrity and honesty. He speaks his mind, sometimes bluntly. He has given and taken many a blow fighting for things and principles and people he believes in—and I inject the remark I have already remarked in the article—he was, after all, not a saint, and consequently was capable of anger, flaring up, and even capable of violence. Many good men when vital issues are at stake, when they think their personal honor has been infringed upon, are capable of flaring up and resorting to violence.

As to Mr. Sorrell, it is not a reflection on his character basically. He impresses me as a man who was honest and has integrity and has fought for people and things he believed in, and was willing to go to jail and remain in jail so long as he has a clear conscience.

He is capable of kindness and tenderness and affection. I have seen it in his attitude toward some of his people. All those things impress me as being marks of precondition of holiness. That is the context.

Mr. McCANN. You know, do you not, that in the 1945 and 1946 strike several thousand strikers were arrested as a result of their activities on massed picket lines?

Father DUNNE. That is correct.

Mr. McCANN. When some of such persons so arrested were tried in court, charged with penal offenses, did you testify as a character witness for them?

Father DUNNE. I did. But I think I should be permitted to explain that, too, Mr. McCann.

Mr. McCANN. I think that is reasonable, sir.

Father DUNNE. I testified in two of the mass trials as a character witness for two witnesses. One of these men, a rank and file member of the union, local 1421, is a man whom I had come to know through my superior, the Father at the university. He had come to see me, not in connection with the strike. As a matter of fact, I didn't even know he was connected with the unions out on strike.

This man had written a scenario. He was a very devout, pious, religious man, a Catholic, and he had written this scenario. He asked the priest of Loyola University if he would submit it to one of the members of the faculty to see if there were any theological or philosophical errors. It was a scenario for a motion picture on the existence of God.

I came to know the man very well. He was very religious, very devout, very pious, a very respectable citizen. He got caught in this thing and he asked me to appear and testify as a character witness, and I did. I testified as to the kind of man I had come to know him as a respectable citizen that got caught as thousands of people have been caught in a situation.

The mere fact they have been arrested does not itself brand them as being bad citizens.

I know these people, hundreds of them intimately, and they are as good citizens as I am, fighting for things they believe in. Some of them are confused, perhaps, sometimes.

The fact he had been arrested along with the others was no reflection on the man's basic integrity or on him as an American citizen, and I so testified.

My view of these mass trials is they have been the travesty of justice. I don't think it has anything to do with the issues in this. I regard these mass trials as a travesty of justice.

Mr. McCANN. I think you have answered the question sufficiently and had a chance to explain it. Do you know that the CSU News, an official publication of the Conference of Studio Unions, issued on July 12, 1947, quotes excerpts from letters of yours to Mr. Sorrell, telling of the effectiveness of your Commonweal article?

Father DUNNE. No, I am not aware of that. I don't see issues of the CSU News. In fact, I have seen very few. Occasionally somebody hands me one. I don't know what the reference is.

Mr. McCANN. I think, Mr. Chairman, he has already answered the next question, so it doesn't make any difference. Let's omit that.

Mr. LUDDY. Understand, Mr. Chairman, I prepared the questions before the witness testified.

Mr. McCANN. I see no reason to ask a question where he has testified on it. I see no reason for the next one, do you, sir?

Mr. LUDDY. No.

Mr. McCANN. Now, do you want the next one, sir?

Mr. LUDDY. Yes.

Mr. McCANN. Are you aware that at that same meeting Mr. Sorrell praised you very highly for the good work you had done for the CSU and commented, I assume jocularly, "We Communists are a happy group of people and ought to invite Father Dunne here to preach to us in return for everything he has done for us"?

Mr. SORRELL. That is a lie.

Father DUNNE. That is all right. I am not aware that—I never heard that before. I was in the East. I don't know what transpired at the meeting. I don't think there is any significance to the remark. Mr. Sorrell has more than once said to me jocularly, because he has been called a Red, as I have, too, falsely, and he has used the expression to me, "We Reds" jokingly; it doesn't surprise me at all.

Mr. McCANN. Are you aware that at a meeting of the Conference of Studio Unions held on July 16, 1947, Charles Sproul, in the absence of Mr. Sorrell, made a report and stated that Mr. Sorrell had told him he, Sorrell, had talked long distance with Father Dunne in Washington?

Father DUNNE. I am sure that is in the testimony.

Mr. LUDDY. I don't care about it.

Mr. McCANN. That goes out.

Are you aware that at the same meeting Mr. Sproul stated that the Conference of Studio Unions "had sent Father Dunne to Washington to make contacts on its behalf"?

He has answered they did.

Are you aware that at the same meeting Mr. Sproul stated that Father Dunne had said he had talked with Lindelhof and Hutcheson during the executive board session, as well as with Senator Taft and Congressman Hartley?

Mr. LUDDY. Already in the record.

Mr. McCANN. All right.

Are you aware that at a meeting held on July 23, 1947, on the Conference of Studio Unions, Mr. Skelton reported to the members that "reports coming from Father Dunne in New York have been most encouraging," and that Mr. Skelton also stated that Father Dunne had been given a list of names by the CSU to contact?

Mr. LUDDY. Already answered.

Mr. McCANN. Are you aware that at that meeting on July 23, 1947, Mr. Skelton stated that Father Dunne had reported having met with most of the people who were on the list given him by the CSU and that he, Father Dunne, had given them very convincing talks on behalf of the CSU?

Mr. LUDDY. Likewise, it has been answered.

Mr. McCANN. Did you on Sunday night, February 1, 1947, speak from the same platform to a meeting of the strikers with Vincente Toledano, the well-known Communist leader of Mexican trade-unions, and did you begin your speech by saying:

Speaking here on the same platform with Mr. Toledano is like coming into the big leagues; I cannot help but feel that I have stepped out of my class.

Father DUNNE. In answering that question, I should like to explain.

Mr. McCANN. You are free to do so.

Father DUNNE. The answer is "Yes"; I spoke at that meeting with Mr. Vincente Toledano. I did make that remark. The imputation, of course, of the question and the inference which has been drawn from this is that recently I got a very vicious attack on me in a column of the Hollywood Citizen News which indicated I run with the Communists or I associate with them or I approve of Mr. Toledano's philosophy.

This is what happened: I had spoken the previous Sunday night at the Conference of Studio Unions' meeting. They had asked me to return the following Sunday night and speak. I said I would.

Mr. Toledano, who is president of the Latin-American Federation of Trade Unions, and vice president of the World Federation of Trade Unions, and official delegate to the International Labor Office, formerly a part of the League of Nations and now a part of the United Nations—he happened to be in Los Angeles that week attending a conference between management and labor, representing all petroleum-producing countries.

Somebody, I don't know who, in the conference, because of his prominence as a labor leader, because of his influence in Latin-American circles, asked him to speak at this meeting.

I learned Mr. Toledano was to speak at the meeting, so the question arose in my mind, "Should I appear at the meeting or should I stay away simply because he was there?" I saw no reason then and I see no reason now for staying away.

As a matter of principle, I am not afraid of Communists. I am not a Communist. I am not a Communist fellow-traveler. I sympathize with them. I sympathize with Communists. I sympathize with anybody that is intellectually confused. I subscribe to the doctrine that we cannot hate anybody. I don't hate Communists. We must love, not only our neighbor but our enemy, assuming the Communist is our enemy. I have no hatred for him. I maintain personal relations of the friendliest kind with Communists, or anybody else. That is part of my philosophy.

There is no reason why I should stay away from a meeting simply because Communists are there. There were thousands of people there.

The reason I appeared that evening along with Mr. Toledano, was that thousands of people going home afterward would say to themselves, "The Communists aren't the only people interested in justice. They are not our only friends. Here is somebody else that is a friend of ours," so far as any bad effect of it is concerned.

The remark I made about Mr. Toledano, yes, I made that remark. First of all, let me say this: I don't know if Mr. Toledano is a Communist. He has been said to be a Communist. He has denied it. I talked with Mr. Toledano after the meeting that night and I thought some of his remarks rather interesting, in any case. The fact that I made this remark in no way indicated that I agree with his particular political philosophy. We might be poles apart politically.

The introductory remark was a gracious remark to a man who might differ with me politically and philosophically and socially and every other way. Nevertheless, he is a world figure. I am a nobody. I am a little fish in the stream. Consequently, Mr. Toledano is in the "big league," speaking in the vernacular.

He is a man of world prominence. I am a nobody. That is simply the sense I used the term in.

Mr. McCANN. I think that is adequate. Let's go ahead.

Did you on March 9, 1947, at a mass meeting of the strikers held in the Olympic Auditorium speak from the same platform with Philip Connelly, secretary of the CIO in Los Angeles, Averil Berman, and Herbert Sorrell?

Father DUNNE. I did, and I have spoken from the same platform on other occasions.

Mr. McCANN. When were you ordained a priest?

Father DUNNE. On June 19, 1936.

Mr. McCANN. When you wrote the article entitled "Peace in Jail" which appeared in the June 20, 1947, edition of the Commonweal and in which you referred to Mr. Sorrell as possessing "certain of the qualities which to me are a reflection of genuine holiness," had you read and were you familiar with the contents of the following documents:

(a) Report of subcommittee on law and order of the assembly committee on governmental efficiency and economy being a part of the assembly journal of February 18, 1946, and being a report of such assembly committee on the violence and break-down of law and order in the 1945 strike?

Father DUNNE. Is this to identify the document? Is this the Tenney report?

Mr. LUDDY. Don Field.

Father DUNNE. No, I am not familiar with the report. I am familiar with the incidents described in the report. I already made the comment about my view of violence.

Mr. McCANN. That portion of the Assembly Journal of the State of California dated February 19, 1946, which contains a partial report of the Joint-Fact-Finding Committee on Un-American Activities in California, which report relates to certain signatures of one Herbert Sorrell and one Herb Stewart and the testimony of John L. Harris and Clark Sellers, handwriting experts, with respect to such signatures?

Father DUNNE. Again I think that I must develop my answer. I am familiar—

Mr. McCANN. Proceed with your answer.

Father DUNNE. This is the Tenney report, and I am entirely familiar with it and completely unconvinced by it. I am familiar with Mr. Tenney. I have had personal experiences with him. I place very little reliance upon the kind of a thing Mr. Tenney has done.

I have come to know Mr. Sorrell quite intimately. I am completely convinced in my mind Mr. Sorrell is not a Communist. The evidence in this report has been submitted to me and is entirely unconvincing, based upon the unsubstantiated kind of thing that you get from witnesses, who know nothing about their background. The particular document in question, that purports to have Mr. Sorrell's handwriting on it, I have seen similar things happen before, and the original has never been produced.

I believe this document was supplied the committee by Mr. Roy Brewer, if I am not mistaken, who has a very definite interest in trying to smear the conference people as all Communists.

I have talked to Mr. Sorrell about communism off the record. How do you get to know the people are not Communists? From talking to them. How would I know Mr. McCann was not a Communist? Talking to Mr. McCann and his philosophy of life, economic philosophy, comes out and I can see a man that believes in these things couldn't be a Communist because of the contradiction between this kind of thing and the communism philosophy.

If there are handwriting experts, I mean experts to identify handwriting, I also know there are experts at faking handwriting. One may very well fool the other. Photostatic copy of a document, the original of which has never been produced, is not sufficient evidence to convince me against the background of everything I know about Mr. Sorrell that he is a Communist.

Mr. McCANN. I think that is adequate. Let's proceed.

How old are you, Father?

Father DUNNE. 42.

Mr. McCANN. Is your position on the faculty of Loyola University that of an associate professor?

Father DUNNE. To the best of my knowledge, yes. I have never looked in our catalog to see how I am listed. I think I am listed as associate professor.

Mr. McCANN. Are you acquainted with the written works of Rev. Gerald C. Tracey, S. J.?

Father DUNNE. No; I don't believe I am. What are the works in question?

Mr. McCANN. Well now, Father, I am only reading questions. I admit my ignorance. I have never read any of them, either.

Father DUNNE. I don't even know who Father Gerald Tracey is.

Mr. McCANN. The next question is, He is a member of the same religious order as you are, is he not?

Father DUNNE. There are about 20,000 of us throughout the world.

Mr. McCANN. There has been handed to me a pamphlet of which Father Treacy is the author entitled "Industry at the Crossroads." Are you acquainted with this pamphlet?

Father DUNNE. No; I am not.

Mr. McCANN. I note that it is issued under the imprimatur of Francis Cardinal Spellman, archbishop of New York, on July 3, 1946, and that it contains various questions and answers. On page 20 the following question and answer appears:

"In the case of a just strike, what are the obligations of the strikers?

"Not to injure the property or person of the employer; not to employ violence; not to engage in riot and disorder."

Do you agree with the foregoing quoted statement?

Father DUNNE. I will have to explain to what extent I agree. In general, I may say that I agree. The subject of violence—I don't approve of violence, but, as I said before, issues are at stake and people feel very deeply, and as Congressman Kearns has said, and as Mr. Freeman has said, there are a few things that men feel more deeply concerned about than their jobs, when there are hundreds and thousands of people that are convinced they have been locked out of their jobs, the jobs have been stolen from them.

They are concerned about their security and wives and children. This kind of thing does something to a man, when he sees people walking in to take his job away from him. He may lose his temper when people are trying to walk through picket lines, and tempers will flare up and fights ensue.

The cause of this violence is the injustice that lies behind the deprivation of the people of their jobs. To this question asked me this might be said: For the purpose of drawing conclusions out of it, with reference to a concrete situation, that the violence occurred here on the picket line, and this can be established, was by no means limited to one side. Many of the pickets were provoked to attack. This can be proved with motion pictures of the events.

Pickets resorted to violence on occasion, breaking through the picket lines on occasion, and on occasion the police used violence without necessity. This can be demonstrated with motion pictures.

I have myself seen what appeared to me to be one of the most brutal and sadistic things I have ever witnessed in my life in one of these motion-picture strikes, the kind of violence for which there is no justification to me.

It was a man being carried across the street by four policemen. Two of them were holding his arms, one each, and two carrying his feet, one each. They were carrying him like a sack of wheat along the street. A fifth policeman was going along with them and smashing his fist down into the defenseless face of this man, and repeating that all the way across the street. That is the kind of violence, as I say, and these things are the result of a tense situation that is the result of injustice. I say it is deplorable.

Mr. McCANN. I think you have answered enough.

Mr. Chairman, I feel that there are about six or seven more questions which relate to statements made by other clergymen and Popes of the Catholic Church. I believe they are immaterial. I think this has been sufficiently gone into.

Now, I not trying to refuse any question, but I don't see why we should go into theological dissertations by the Popes and the sacred writings of the Catholic Church. If you will excuse me, I am going to pass those questions.

Mr. LUDDY. Am I permitted to make a statement here?

Mr. McCANN. Mr. Chairman, I suggest counsel be permitted to make the statement, or if he would prefer, I will read the questions and as I read them state why I will object to them.

Mr. LUDDY. No.

Mr. KEARNS. You may make the statement.

Mr. LUDDY. I just want to point out to Mr. McCann the questions are questions taken from the works of Father Tracey, "Industry at the Crossroads", and as far as I am concerned, if Mr. McCann is of the opinion they are not proper questions to ask the reverend gentleman upon the witness stand, then I would ask, since the court reporter has a copy of the questions, that the questions which were omitted between those which he has finished and those where he begins, may be considered as having become part of the record, as sought to be asked by me.

Mr. KEARNS. Are any of the remaining questions pertinent to the issue?

Mr. McCANN. Mr. Chairman, with that understanding may I go ahead for the purpose of the record to see what we are omitting? I will start to ask questions where I think they are appropriate.

Mr. KEARNS. I imagine some of the other counsel have questions, too?

Mr. McCANN. They didn't have a while ago.

Mr. COBB. I have no questions.

Mr. PRICE. I have no questions.

Mr. McCANN. I will read the questions which I am not asking then. I think it is fair to do it that way. [Reading:]

I also observe on page 21 the following questions and answers:

"What are the effects of a strike?

"It not only affects employers and workers, but is extremely injurious to trade and to the general interests of the public. On such occasions violence and disorder are not far off and the public peace is often threatened."

Do you agree with the foregoing quoted statement?

I omit that.

"Is it just to picket during a strike?

"Yes, provided it is peaceful picketing. Picketing is merely dramatizing the right of freedom of speech and of assembly. If it means violence, disorder or injury to anyone, it is unjust."

Mr. KEARNS. There is no answer required.

Mr. McCANN. No answer.

Mr. KEARNS. Otherwise, they will be put in the record. We will place them in the record.

Mr. LUDDY. Why don't you do that, it is all right with me.

Mr. McCANN. I am passing all the questions on page 2. That is, we will show them in the record here, but not actually asked.

"What is the practical danger in every strike?"

"The danger of radical, unprincipled leaders or individuals controlling its technique."

Do you agree with the foregoing quoted statement?

"What is the Government's duty toward radical leadership?"

"While all men may justly strive to better their conditions, neither justice nor the common good allows any individual to seize the property of another, to lay violent hands thereon. While the vast number of workers prefer to better themselves by honest means, there are some who are guided by vicious principles. Their main purpose is to rouse their fellows to disorder, violence, and revolution. Government should intervene to restrain such firebrands, to save the workers from being led astray; and to protect lawful owners from spoilation."

Do you agree with the foregoing quoted statement?

"Did Leo XIII warn against the false leaders of labor?"

"Yes," in Christian Democracy (1896), he urged the clergy and all interested in the labor problem to warn workers 'to beware of sedition and seditious persons wherever found, and to hold inviolable the rights of every one.'

Do you agree with the foregoing quoted statement?

On page 22, the following question and answer appears:

"Did any other Pope show his anxiety in this regard?"

"Yes, Pius X, in 1903, speaking on Christian social action, stated: 'The obligations of the worker are these: To perform completely and faithfully the work freely and equitably agreed upon; not to injure owners in their property or persons; to abstain from acts of violence even in the defense of their own rights; and not to make their demands by disturbing the public peace.'

Do you agree with the foregoing quoted statement?

On page 23, the following question and answer appears:

"What is the jurisdictional strike?"

"A strike caused by a dispute between two unions concerning exclusive jurisdiction over the workers. It is wrong. It unjustly harms management, the public, and even the workers themselves. It is fatal to the interests of sound unionism."

Do you agree with the foregoing quoted statement?

I will start to read again now. [Reading:]

Do you believe that the conduct of the strikers in the fall of 1946 at the studios, insofar as it related to mass picketing and violence, was justified?

Father DUNNE. You are asking that question?

Mr. McCANN. Yes; I ask that.

Father DUNNE. I think I can only answer that at some length. The conduct of the pickets during the fall of 1946 does not—is not a blanket pattern—

Mr. KEARNS. I have some questions, too. It is going to take too long here to finish this before the noon hour. I have to get back here for a very important meeting, so we will finish with this at a later time.

Mr. McCANN. Mr. Chairman, may I say one word in regard to these questions? Several of them, as I have indicated, I hardly feel are appropriate, but we want to prevent any representative of any group here from feeling that we are shutting them off from a full presentation of their evidence. I feel apologetic in asking some of the questions. I feel I must yield to counsel's desires.

Mr. KEARNS. We will recall Father Dunne to the stand at the time I tell him. Now I want to make this announcement: I am going to call what I term an executive session at 2 p. m. today of all those who visited the studios with me yesterday. I mean the representative groups of labor and their associates. I would like to have the counsel of these various groups appear.

I would very much like to have Mr. Knight be present. I would like Mr. Boren to be there. I would like Mr. Casey, because of his past experience in the industry, to be present.

The purpose of this meeting is so I can be afforded the opportunity of discussing with them some things that I observed yesterday and a word or two I would like to leave with them over the week end, before we probably get into the factual testimony on the labor picture from the labor standpoint.

We will end this executive session by 5 minutes to 3 and continue with the open hearing at 3 p. m., with Father Dunne the first witness.

We stand adjourned, the whole assembly, until 3 o'clock. The executive session, which I am sorry will not include anybody but those mentioned, will meet at 2.

(At 12:05 p. m., a recess was taken until 3 p. m. of the same day.)

EXECUTIVE SESSION

Mr. KEARNS. Well, gentlemen, I asked you to come in here this afternoon to give you an idea of what I have observed, knowing you since I have been here, and also because of your tour together yesterday in the studios, and the purpose of this meeting is in no way to be misunderstood.

I do not have you here to argue about anything, nor do I bring you here to have an interdiscussion among yourselves. I don't want that. I just merely wanted to expound to you a few of my theories about this type of thing, and you can take that for what it is worth.

I think one thing which should be remembered here is the fact that the reason we have had many of these investigations throughout the country is because we on the labor committee have felt that the public have a right to know why disputes like this one, those that we have had all throughout the country, exist, who is to blame for it, and after all, the public itself eventually are the real group of people that suffer from it, besides the worries and cares that come to the men themselves or the industry where there are strikes involved.

I have always been a very forceful exponent of labor. I have worked all my life since the time I was a kid. My father gave me \$25 to go to college with, and I think that is the last dollar I ever had anyone give me, and I worked my way through college. I have always worked.

I have the greatest respect for unions. I think that the unions and organization through unions have done more for the industrial growth

of the country probably than any single contribution that has been made in the last century, and it has not been until the last 8 or 9 years that certain leaders among the unions have jeopardized the cause of unionism. They have placed unions in an embarrassing position. They have legislated within their own organizations to cause misunderstandings among the unions, misunderstanding on the part of the public toward unions.

As the result we have been forced as a national body known as the Congress to effect laws that will try to correct abuses. Now, I know as I stand here and talk that most of you gentlemen are not altogether in approval of the Taft-Hartley bill. That is commonly accepted throughout labor unions.

Now, I am here to defend it. I voted for it. I am proud of my vote. I am sorry we had to put legislation on the book known as labor legislation. No one brought it about but conditions like this, conditions throughout the rest of the Nation.

However, I don't think the law has been fairly dealt with. I don't think the union leaders have tried to explain the full provisions of the act, and have merely had a smear campaign against the authors rather than explaining the provisions of the act.

You know and I know, as I stand here before you, that I could talk with all of you and let every union man in America vote on it today, whether they are for it or against it, what would be the result? Most of the provisions would appeal to the men and they would vote for it if you would leave the name "Taft-Hartley" out of it.

So I have said repeatedly that I think that unionism should be fair to the law of the land. We should try to live under it and we should not try to kill something until after it has had an opportunity to find out whether it functions or not, because I can truthfully say as I stand here that I would be the first one to vote for any resolution or amendment to correct any phases of the present bill that do not function properly toward labor and management.

The thing I am concerned about in America today is the fact that labor has placed itself in a very precarious position. They have not stood united and they have given the impression to the public that their effort is selfishly inclined toward their own phase of employment, that that in various unions is the only thing to be concerned with, and that is the thing that worries me.

It seems to me that labor today certainly should be able to work among themselves. Unions should have a very fine integrated program. I can't understand why we can't respect the rights of others, why we can't respect the jurisdiction of others, if you want to say it that way, and how any one union, as long as you are interested in the labor movement of America, would want to do things to keep another man who belongs to another union, and that union to him is just as sacred as your own could be, from functioning or keep men out of employment.

We are about to open up the labor phase of this hearing here. We have gone through management and what we call impartial witnesses, and we have had the three-man committee here. Now we are going to start down through the line with labor, and I know what I am going to hear. That is what worries me. I am going to hear this union get on the stand and give the other unions the devil. Then I

am going to hear the next union come to the stand and give the next union the devil, and so on down the line.

When we take all the subdivisions of all these unions up here and the labor leaders, when the testimony is written in the book, you will have debased nobody except the labor movement and the unions in America. You are not going to hurt me. I am sitting there trying to be an impartial listener, merely gathering evidence. That is my charge here. But you and the witnesses that the attorneys call, and you as individuals, are going to get up there, rightfully so, and pour out your heart into the testimony as to what is happening in this jurisdictional dispute, and under oath, and so when the papers come out, and the press has been fair, as I have said here, they have been very fair—when they come out, however, they will say this individual says this about another individual and another individual says this about that individual, and who reads it? The public. And what is the impression of the public when they read it?

Let me take you back to Washington during the full hearing; over 2,000,000 words of testimony. We had all the big men in labor there and a lot of the big men in industry, and those labor leaders came in to defend their unions, and they did a fine job of it. They went so far as to say that the Wagner bill was the greatest piece of legislation written since the Constitution of the United States of America. I remember Mr. Green holding it up and saying that that was it, that he helped write it; Mr. Bittner the same way; all of them; and yet the reason the Wagner bill did not stand up is because why? The Wagner bill was abused by the ones who wanted it enacted.

It goes back to the word "abuse" in there, not full consideration of the concept of the bill, and so then after listening to all that testimony we sat as a committee and we wrote new legislation. If you don't think that took hours and hours of study and work, trying to be fair to both sides.

I only had one thing that I wanted in that bill. I wanted freedom of speech. I wanted freedom of both sides in this picture of industry and labor, and I say I would be just as critical of any industry that does not live under the provisions of this act, even though my brother may be the president of that industry, as I would any labor group that would defy it, but I do feel that as an employer in America I have that right to know my men that work for me, I have a right to talk to the men, and I believe that the union would have just as much a right to say the boss was right or he was wrong, and I think the employer should have the guts to get up before his men and admit when he was wrong and say, "I didn't do right by you boys and I would like to do this or the other thing," and I think that would help the employers.

Now, every man that was on the Labor Committee is supposed to be against labor, and I would like to stand here in defense of the group that I belong to, and that is the Labor Committee of the United States House, and I would like to speak for the majority and the minority, for every one of those members fought just as much for provisions that they thought protected labor as for the management.

We didn't all win. We didn't all succeed. We didn't all succeed, lots of times, and I wish that each and every one of you would get the testimony of that full hearing of that committee, it is all there

available, and read what every Congressman asked the witnesses, whether it be Mr. Green, Mr. Bittner. My record is there. I can't tell you one thing now and have you read that book and find out I was a liar.

We all asked questions that we thought would be good evidence and testimony that we could use in writing a bill, and I can stand here on my feet and say to every man who appears before the committee, whether for industry or labor, that I told them that I was for unions. I told Mr. Bittner to his face when he was down there that I was fed up with having people come to Washington, whether they be for industry or labor, and telling the Congress of the United States what they should do.

I am in the record for that and I meant it. I don't want Ben Fairless of steel, and I don't want the head of this movie industry coming down there and telling the Congress what they should do if they are there trying to enact legislation for the good of the people of this country. We are not bound to those people. We are elected to do a job for all of the people.

Now, we are going to begin this testimony. I have heard a lot of it, and I have heard a lot of it through some of you individually, I have heard the testimony so far. This is purely a jurisdictional dispute. God knows there is no question about that. Mr. Knight is sitting over there and I know he has had more experience in labor, probably more than I will ever have, and Pat Casey here, and you attorneys who have been handling it, yet in my opinion, gentlemen, and I just tell you this, in my opinion as said here on the stand the other day, the greatest hope of America is in the ones who work. You are Americans. Why in the name of goodness do we have to have conditions existing here, whether it be in Los Angeles or wherever it may be, that in the end are going to be a reflection on the thing which you have tried to build in America through this last generation, recognition of your union, by recognition of you and your accomplishments, and the contribution you are going to make for the greater America?

I do not feel that you are far apart on this thing. We can never legislate laws in Washington that are going to come here and say "You do this thing." You can defy laws and you can break laws, you can get yourselves in trouble, you can disgrace yourselves, you can leave the public interest of America go hang, but what you can do always, which would be good for your company and your union and for your America, you can sit down at a table and get together on it. I don't care how mad one of you may be at the other fellow, I don't care how you think differently about it, about this dispute, and I am going to write this in my report before I go before the full committee, which now will be the full committee on labor when we report back to Washington. What did Mr. Bagley say to me on the stand as he left here the other day, that he hoped that I would not recommend legislation, any more legislation, and I don't want to recommend more legislation. I want to recommend one thing. I want to recommend that people live together and work at the job you are supposed to do, but you must do it here, you must get together yourselves. There is not going to be anybody that can help you except you yourselves. You have let this thing go too far. You

have built up animosities that are very bad. You don't have the public with you on it. There is not one of you in the group who can stand up and go out and tell Mr. and Mrs. Public that you are right today. They won't believe you. All they know is that the industry of moving pictures, which has helped make the great State of California become one of the greatest States in the Nation, has suffered.

Now, I am not defending management. I told Freeman up there the other day, when he started to talk about foremen, where he was wrong. Management has been wrong all the way down the line many, many times. Unfortunately they have not had big men at the head of their business and lots of times men who could not see the other fellow's side of the picture. and I don't go for brass anyway. I don't care who they are. Any man who is an employer who hasn't the human relationship to get down to the plant and know his men doesn't deserve to be head of a big company. He is not worth a nickel to any company, in my book.

I remember in the old days when I was a laborer down in the steel plant that we had a superintendent by the name of Bob Hartsuff. He used to come through the plant. Of course, I was nothing, just a kid throwing a lot of scrap on the pile with big gloves on. I remember an old fellow that was assistant heater there in the plant. He was on his last legs. It was a very hot day in August, and I remember Mr. Hartsuff noticed it and went up to him and said, "Joe, you don't look very good today."

He said, "I don't feel very good today."

Mr. Hartsuff said, "What about taking the day off?"

"No, we have to get this heat out. We are behind on production." He walked over and said, "Look at that record. Would you look at that production record?"

What did Bob Hartsuff do? He said, "Joe, you get the hell out of here." He took his coat off and he took over the furnace. That is what you call cooperation. That is the thing we need to bring back in, the human relationship. I don't care what the industry is. We must have human relationships today.

Now, I say management has done a lot to spoil human relationship, but, I think, gentlemen, in the last 8 or 9 or 10 years unions have done a lot to spoil it. Both are to blame. And listen; none of us are so big that we can't see the other fellow's side of the picture. The big men in the country are always the most gracious men, they are always men that are interested in the other fellow, and when fellows get jobs and get the swell head, well, they generally get let out eventually; they don't last. They may have their heyday, but 2 or 3 days later they are out.

I have often told a story to kids about when I was going through school. I had an opportunity to have an audition with the Chicago Symphony Orchestra. Frederick Stock was the conductor. I remember when I went down for my first rehearsal on Friday morning, that great symphony, a hundred pieces. I was a kid and thought maybe I could do pretty well, so I was doing a certain aria, and I was up there singing like a meadowlark before breakfast, Stock was up conducting the orchestra, that was on a Friday and I was to sing on Saturday night. When I got through with my number I remember this grand old fellow that he was, he stepped down from the podium and came over to me and he said: "For the benefit of the orchestra, would you

mind repeating the aria?" For the benefit of the orchestra. He didn't break my heart; no; he was too considerate. He went back to the day when he was just starting, and so what happened, then I did go to town, and I did a good job, and I got a 3-year contract with them after I had finished that Saturday night. There was only one fellow who did it for me, and that was Mr. Stock, because he had consideration for somebody that he never had to bother with at all.

We all have our religious faiths; we go to church, we all have our lodge affiliations, and we are rather inclined to be very, very religious at times, and we leave our lodge and we leave our church, and we are no sooner on the street than we build up animosity toward our brothers. That is right; isn't it, Mr. Knight? We must carry out of the church, we must carry out of a lodge, your human relationship on the street and into the plant where you work.

I wish to the good Lord that there was something I could do or say that would impress you, but I do want to leave this thought with you: I think I will go ahead with the main session tomorrow morning, even though it be Saturday. I can't spend much more time out here. I didn't have to come out. I could have done like a lot of other Congressmen, had a vacation this summer. I have never had a day's vacation since the 3d of January, but I am interested in this country of mine. I am interested just as much in what happens out here as I am in my own district, and only last week the papers came out with a criticism of me, what was I doing out on the coast, why didn't I come back and take care of my own constituents. It cost me thousands of votes to be here. But I don't care half as much about being elected Congressman again as I do about doing a good job while I am Congressman. I am not worrying about anyone beating me if I don't get back. I don't care about party affiliations. I want good men in Washington. I want men that will really conscientiously do a job. I want to see labor leaders in America that will do a job. I don't think any labor leader in America is big enough for most things like this. I don't care who they are, I will name them if you want me to, all the way down the line, and there is no one big enough in industry in a case like this to establish the machinery.

But my conscience is clear, because I am here doing what I think I should do as an American citizen and particularly what I should do as a Congressman, and when I sit up there and hear my brothers, or go out with you and hear you back in the anteroom and hear some of you say what you do about fellows you have lived with all your life and struggled along with, I cannot understand it. I mean, that is something out of this world to me. Where are we going with that kind of a philosophy?

We have men here representing all phases of this union, whether it be one division or another division, and you are going to have some international officers in here Monday. I am going to try to end these hearings by Wednesday night or Wednesday afternoon. It is going to be a hard job to do it that way, but I am going to leave with you one thing: As I told you gentlemen before we came in, I told the counsel that I didn't want them to speak because I didn't want anyone to get hurt about the matter, I just wanted to give you a little theory.

I would like to say to you fellows, regardless of what union you belong to, whether you are in or whether you are out makes no difference, we have a new labor law in the land today. Everything you say

from now on is one against you. Whether you like it or not it is against you. You can go to the polls and change that; you can throw out all the Congressmen who stood for it; that is your privilege if you want, and I will accept your mandate. This is what you want to do: If I was a labor leader today, whether it be international or whether it be a local here, I certainly would ask the boys to get together and say, "Let's not take a red face out of this or have a black mark against us. Let's work together."

Now, this is the last thing I am going to say: If I could make one prayer right now as I stand here before you, this would be my prayer, that I would never have to take one word from any witness for labor in that chair, because that witness is going to be put into the records for all time as having animosity against his brother, and I throw this out to you: I am going to go ahead in the morning at 9 o'clock; if there is any way you fellows can among yourselves, if you can meet and suggest a way that you can arbitrate before any representative of labor testifies, I will be the happiest man in the world, and I know that you and your unions will be happier, and I think you will go on for all time and have a certain feeling of brotherhood in your hearts which will carry farther than any law that we will ever enact in Washington. I don't care what your ultimatum is on this; I don't care what you decide about it. I only wish I could be five different leaders locally here today and take that suggestion between now and tomorrow morning at 9 o'clock and say, "Let's postpone this labor testimony in the record of the United States Congress." That is all I can tell you. What you do is up to you.

Mr. KNIGHT. Mr. Chairman, if I may I would like to ask a question for about a half a minute.

Mr. KEARNS. All right, Mr. Knight.

Mr. KNIGHT. When you started, I am not clear on just what you said. You said, as I understand, that all of the labor organizations had legislated within themselves. Was that all labor organizations or some of them?

Mr. KEARNS. I don't understand.

Mr. KNIGHT. In the start of your remarks you were talking about labor organizations legislating within themselves.

Mr. KEARNS. In respect to what?

Mr. KNIGHT. Things that would bring about legislation that was not good, probably, for all the workers of the country, or which was one-sided or something that they might be interested in. I don't agree with you in what you said if you included all the labor organizations. Did you do that or did you mean some of them did?

Mr. KEARNS. No; I meant that some did and some did not, and I would like to present that situation now. I stand corrected.

Mr. KNIGHT. There has been too much to be settled here. I said in the beginning and I have said it since, and I have been hearing about this telephone conversation that has been brought into this, and at the conclusion of that is what I told them to do, that was for the people here to sit down and settle it and put it into effect and go to work and go on.

Mr. McCANN. Mr. Chairman, I think it might be a good idea to get the names of those who are in this little conference to know what union each represents. I know that there are a lot of people I don't know at all here, and I would like to know the gentlemen.

Mr. KEARNS. Mr. Boren, would you be kind enough to call out the names for the record? You have been dealing with all these fellows, and you have testified here under oath.

Mr. BOREN. Mr. Knight, Mr. Cambiano—

Mr. McCANN. Wait, we want to have their names and the name of the organization.

Mr. KEARNS. Let's have each one speak for himself.

Mr. KNIGHT. My name is Felix H. Knight, retired president of the Brotherhood of Railway Carmen of America, vice president of the American Federation of Labor, and chairman of that committtee that rendered what someone said was an infamous decision here, the December 26, 1945, decision.

Mr. CAMBIANO. Joseph Cambiano, international representative, United Brotherhood of Carpenters and Joiners of America, and State president of the California State Council of Carpenters.

Mr. SKELTON. James Skelton, business agent of local union No. 946, United Brotherhood of Carpenters and Joiners of America.

Mr. ELLSWORTH. Ted Ellsworth, business representative of IATSE, local No. 705.

Mr. BOREN. Charles Boren, Association of Motion Picture Producers, vice president.

Mr. ROBERTSON. James Robertson, recording secretary Cinema Lodge 1185, International Association of Machinists.

Mr. REX. Real Rex, business representative of Machinists Lodge 1185, Cinema Lodge, IAM.

Mr. WAYNE. Edward G. Wayne, member of Cinema Lodge.

Mr. DONNELL. James Donnell, Lodge 24, NAFC.

Mr. SORRELL. Herb Sorrell, business representative Moving Picture Operators Local 644, president, conference of studio unions.

Mr. CASEY. Pat Casey, former chairman of the Motion Picture Producers Labor Committee, now a gentleman of leisure, perhaps.

Mr. FAIRBANKS. My name is Ceal Fairbanks. I am a representative of the IATSE.

Mr. DUVAL. B. C. "Cappy" DuVal, business represenative, Property Crafts Local 44, IATSE.

Mr. NOBLE. James Noble, recording secretary and assistant business agent, Motion Picture Studio Grips, local 80, IATSE and MPMO.

Mr. GILBERT. N. Gilbert, business representative, Screen Set Designers, Illustrators, and Decorators, local 1421, Brotherhood of Painters.

Mr. HOWE. Hugh Howe, vice president, local 1421, Illustrators, Decorators, and Set Designers, affiliated with the Brotherhood of Painters, Paper Hangers, and Decorators of America.

Mr. YOUNG. John Young, member of local 683.

Mr. CRUTCHER. C. E. Crutcher, secretary-treasurer, 683.

Mr. McTERNAN. John B. McTernan of the law firm of Gallagher, Margolis, McTernan & Tyre.

Mr. COBB. Zach Cobb, attorney for the individual carpenters.

Mr. GARRETT. Arthur Garrett, attorney for Los Angeles County District Council of Carpenters, and Los Angeles Building and Construction Trades Council.

Mr. PRICE. Peery Price, representing the producers.

Mr. LUDDY. Michael G. Luddy, representing the IATSE.

Mr. McCANN. Irving G. McCann, general counsel, Committee on Education and Labor.

Mr. KEARNS. Carroll Kearns..

Mr. McCANN. Mr. Chairman, may I say just one word before we go?

Mr. KEARNS. Yes.

Mr. McCANN. We have a very difficult task, gentlemen. So many individual complaints have been presented that it is impossible to consider them all. We just can't do it. We are going to try, as the chairman said, to get through by Wednesday. It is my sincere wish and prayer that you get together, but if you can't I am going to ask you to be as considerate as you can in selecting essential witnesses to present your picture fully. Don't let us have 10 men when 2 or 3 will do the work and give us a full picture.

I have felt somehow that if we could let the men in the ranks get at this task instead of you fellows, the leaders—in other words, without talking about anybody here, there are some of you fellows who can't sleep in the same bed because you have too much personal animosity, but there are lots of those men who are out there in the hall, some of them IATSE men and some of them carpenters, and I bet you they could sleep in the same bed. In other words, there is one interest in their hearts, and that is what is the best for the workers rather than the unions.

I wonder whether or not you fellows are big enough as leaders to consider the idea of going down into the ranks and picking out the best men you have in your union, and letting those fellows work on the task of solving this problem.

Now, I know that is what the chairman has in mind—that it has to come from the bottom. You can't settle this thing from the top. We don't want to go away from here without getting this thing settled. We have been remarkably successful in previous investigations. This may be the first big failure, but we have had success in getting people to adjust their differences and reach a settlement. There is just one thing that would do me more good than anything else in the world, and that is to know when we went away from here that the men were working again and that there was going to be normal production. I think there is one thing that you are going to have to do when you reach an agreement. I think you will have to pick someone who can come along with a knife and who can say, "This man can do this and this man can do that," and you will have to give him the power and yield to that sort of a representative, and I think you have to do that on the local level. I don't think we are ever going to settle this thing at the top. That, Mr. Chairman, might be a solution of the problem.

Mr. KEARNS. If the press asks you about the meeting, you can suit yourselves about it. My comment to the press after this meeting is to be, "No comment." They asked for a picture of the group. You can use your judgment about it.

Mr. COBB. Mr. Chairman, may I say this, that when we came to your meeting we came in the spirit in which you no doubt see we are sitting here, in a spirit of good will, and we would be very happy to have our pictures taken with you.

Mr. KEARNS. It is your wish, otherwise I was going to adjourn the meeting and go ahead with the hearing. The boys just asked for it. If there is any objection, I won't do it.

Mr. COBB. No objection on my part.

Mr. KEARNS. You may tell the photographers they may come in—not the press, just the photographers. We stand adjourned.

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order.

TESTIMONY OF FATHER GEORGE H. DUNNE—Continued

Father DUNNE. Mr. Chairman, may I ask a question to clarify something in my own mind? I don't quite understand the procedure being followed at the end of the morning session. The questions Mr. McCann was asking, which were not asked of me to answer, I was wondering if they are being made a part of the record or not?

Mr. McCANN. They are and underneath those questions is "Not answered."

Father DUNNE. That is what I want to know.

Mr. KEARNS. You had some other questions to ask him?

Mr. McCANN. Yes. Those questions I note were inappropriate, and we didn't ask them.

Mr. LUDDY. Several he has answered.

Mr. McCANN. Continuing with the questions which Mr. Luddy presented to you, Father Dunne. The question we asked just before the noon recess was:

Do you believe that the conduct of the strikers in the fall of 1946 at the studios insofar as it related to mass picketing and violence was justified?

Mr. LUDDY. That he answered.

Mr. McCANN. You say he has answered that?

Mr. LUDDY. Yes.

Mr. McCANN. I don't think he has.

Father DUNNE. I don't recall whether I have or not. I will answer it now if you wish.

Mr. LUDDY. I am sure that is the last question you asked him.

Mr. McCANN. We will let that go.

Mr. COBB. He says he doesn't recall answering it.

Father DUNNE. I recall the question being asked. I don't recall answering it.

Mr. McCANN. That was my understanding.

Father DUNNE. I can't answer that question in just a few simple words. First of all, do I approve of the conduct of the pickets. The conduct was not uniform. It is quite possible some pickets may have lost their heads and initiated acts of violence that may have been unprovoked. On the other hand, it is quite possible that other pickets were made the objects of unprovoked violence. I mean it is the kind of a situation that results, as I said, when there are men that feel interests deeply concerning themselves are at stake and people are preventing them from keeping their jobs.

As far as mass picketing is concerned, if the question is asked in order to get my views of mass picketing, I am perfectly prepared to try to explain what my views of mass picketing is.

No. 1. Do I think mass picketing is ever justified? The answer is, "I do." I think it depends on whether or not the strike is a just strike.

In this instance I have made it clear in my view the strike is a just strike.

No. 2. As I believe, Father Gerald Tracey, as he was quoted this morning in one of the questions, stated the object of mass picketing, the primary object is a moral demonstration to the community, to arouse the community to a sense of what is involved.

If you have two pickets walking up and down in front of a plant, it makes very little impression on the community that may pass by there for months.

When people see hundreds of pickets marching up and down, they realize there is something involved there that involves the livelihoods and interests of a large number of people in the community. They immediately take more of an interest.

No. 3. Do I think mass picketing is ever justified when it is used to prevent people from crossing the picket line? That depends. If it is a just strike and those are people that cross the picket line to take the jobs of these people that have been unjustly deprived, that is a hypothesis that they are being unjustly deprived, and for that reason I see no reason the citizen depending on his job for his livelihood and family, why he is not just as justified in trying to prevent people from taking his job as employers would be justified in using violence in order to protect his safe from being robbed, if necessary. That is my view of the question.

Mr. McCANN. I think that that is adequate, sir. Let's move on to the next question. [Reading:]

Did you ever publicly condemn the action of the strikers in connection with such picket lines as was thrown around some of the studios in the fall of 1946?

Father DUNNE. No; for the reason I didn't think there was anything to condemn in their throwing those picket lines around the studios in the fall of 1946. They were engaged in what I think was a just defense of their jobs.

Mr. McCANN (reading) :

Did you ever speak over the radio in behalf of the striking groups?

Father DUNNE. As I testified this morning, I spoke, I think, once over the radio.

Mr. McCANN (reading) :

In any of your speeches, either at meetings of the strikers or over a radio, did you ever condemn any of the activities of the strikers or their leaders?

Father DUNNE. I don't recall that I did. It is probably true I did not, because I don't know what acts I should have condemned. I mean if Mr. Luddy would ask me specific questions about various acts, whether or not I think they deserved to be condemned or not, I would answer them. In the context of the speech I was making, these questions were not the issue I was discussing at the time.

Mr. McCANN (reading) :

Is it not a fact that in a radio speech you justified the mass picketing at one of the studios on the ground that it was merely a demonstration of solidarity?

Father DUNNE. I don't recall it, but it is quite probable; I explained in one of the questions a moment ago my views on that. Excuse me. May I continue? I also, as I recall, justified mass picketing both because it was a demonstration of mass solidarity and also explained

my further position, as I have here, that mass picketing can also be defended in the event of a just strike as the necessary means for men to defend their jobs and livelihoods, of which they are unjustly being deprived.

Mr. McCANN (reading) :

Is it not a fact that in a radio speech in which you were interviewed by one Peter DeLima you stated that the employers were at fault for not taking the workers in through the side gates rather than through the main gate where the pickets were assembled?

Father DUNNE. That must refer to the one radio talk I mentioned. I know I don't recall having made that statement and would like to see the context of it. I don't deny that I made it, if I did. I don't quite see how I could have made that statement. I would like to see the context and perhaps I would understand what I said and be able to explain what I meant.

Mr. McCANN (reading) :

Have you made trips to Indianapolis, Washington, and New York, and other places in order to arouse sympathy for the strikers and to procure the influence of persons on their behalf?

Father DUNNE. No; I have not. I made the trip to Indianapolis and Washington for the specific purpose that I described here this morning. I should like to say this about that: That charge has been made. It was made in the column I referred to this morning that appeared in the New York Post on August 12 and the Hollywood Citizen News last Saturday. It is a column written by Victor Riesel, in which he said I spent considerable time trying to make friends for the ultra left wing strikers in Hollywood. That is a flat lie.

I think I should explain my relationship with Mr. Riesel. The only people I saw in the East were Mr. William Green, of the AFL; as I explained this morning, I went East to see Mr. Green.

I saw Mr. Casey in New York. I did not see Mr. George Meany, only because I couldn't locate him. He was up in New York somewhere. I saw a man by the name of Coakley in the AFL headquarters. I talked with Harvey Brown, the head of the machinists. I talked to Congressman Hartley and Congressman Kearns and Mr. McCann and Mr. Birthright. I did not seek out Mr. Riesel in New York. He sought me out.

I met Father Massey, the editor of the Jesuit National Periodical Weekly of America. I called on him and he asked what I was doing in the East. That led up to the Hollywood situation.

Father Massey said, "Mr. Riesel has a different slant. Will you talk to him? He might appreciate talking to you and getting your views."

I said I wouldn't mind talking to him.

Mr. Riesel telephoned me at my hotel and said, "I understand you want to see me."

I said, "I don't want to see you. I have nothing particular to see you about. Father Massey said you might want to see me."

So we arranged a meeting. We had breakfast and had a friendly off-the-record discussion in which it was made clear to me Mr. Riesel was a very close friend of the counsel for the IATSE in the East; the name I forgot. He was a very close friend to Mr. Walsh. I told him my view of the IATSE. He disagreed with me. I told him my

view of the charges of communism against the CSU and the leaders, with which he disagreed.

At the end of the discussion Mr. Riesel hadn't persuaded me the IATSE was all he thought. He did say that in the future he would be more careful in making charges of communism against people. The column which he published a few weeks later I regard as a vicious stab in the back. He distorted my purpose in my visit in the East, by saying that I was going about in the East trying to make friends for the CSU.

Mr. McCANN. Here is a question I personally wouldn't ask you, myself, but it is in here and I will have to ask it [reading]:

Father Dunne, did you receive money other than your expenses for such services?

Father DUNNE. I didn't receive any money other than my expense. As a matter of fact, it cost me a few dollars. I was very careful. The only money I spent I charged the CSU over and above the strike expenses was \$3 for a ticket to a Brooklyn Dodgers' ball game.

Mr. McCANN. I hope it was a good game.

Father DUNNE. It was an excellent game. It was a game in which the great dispute over the disputed home run occurred. Apart from that I received not a cent over and above the expenses. I returned to the conference, I believe it was, three-hundred-and-sixty-some dollars that was over and above, that was remaining from the expenses, and the money they had given to me with a detailed account of the expenses of the trip.

Mr. McCANN (reading) :

What places have you visited during the past 9 months in connection with your activities on behalf of the strikers?

Father DUNNE. I presume that means outside of Los Angeles?

Mr. McCANN. I don't know.

Father DUNNE. I have visited—I attended these meetings. I completely answered that question this morning. I made one trip east. I went to Washington, New York, Indianapolis, and back to Los Angeles. I saw the people I mentioned this morning. That is the only trip I have made.

Mr. McCANN (reading) :

Have you received any sum of money for any trip, other than the one to Washington?

Father DUNNE. I have received not a red penny from anyone. I should say this has cost me considerable, not in terms of money, but in terms of peace of mind and sleepless nights, and my reputation being seriously damaged by a smear campaign. I have gotten nothing out of it except the satisfaction of a clear conscience and awareness I was trying to do something for people that were deprived of their jobs for months.

Mr. McCANN (reading) :

Did you in the radio address above referred to, in which you were interviewed by Peter DeLima, use this expression, "This present strike, or lock-out, as it should more properly be called"?

Father DUNNE. Did I use that expression?

Mr. McCANN. Yes.

Father DUNNE. Quite possibly, because I regard it as a lock-out. Whatever it was originally, the reasons, I said this morning I am convinced it has become a lock-out, as the Screen Writers' Guild also concluded in that advertisement to which I referred.

The proof of that is that every proposal made over a period of months to open negotiations of any kind was agreed to without qualifications by the CSU.

None of them were even responded to by the other parties, except, I must say, the producers made an answer to the Interfaith Council, in which they said this was a matter between the unions and they had no part in it; words to that effect.

Mr. McCANN. Do you hold in your hand the advertisement that was paid for by the Screen Writers' Guild?

Father DUNNE. Yes; it was just passed to me by Mr. Cobb.

Mr. McCANN. That was the advertisement, I think I earlier stated, Mr. Chairman, we would put in the record for reference purposes. I believe that it would be better to include it at this point exactly as it is, without reading it, as a part of the testimony, if you don't mind.

Mr. KEARNS. No objection.

Mr. McCANN. It is right in line with the testimony at this moment. (The advertisement referred to is as follows:)

BOARD OF THE SCREEN WRITERS' GUILD

SEPTEMBER 18.

They want to go back to work. They have made public the terms on which they are willing to resume their jobs in the industry, which needs their services and needs the type of democratic unionism for which they stand.

The executive board of the Screen Writers' Guild believes that Father Dunne's proposals and their acceptance by the CSU mean that the current dispute, which is daily disgracing our industry and bringing misery to thousands of rank and file workers, could be settled by negotiations begun here and now.

In that belief we sent the following letter to the labor committee of the Motion Picture Producers' Association and a copy to the CSU:

"MARCH 11, 1947.

"Mr. Y. FRANK FREEMAN,

"*Motion Picture Producers Association, Hollywood, Calif.*

"DEAR MR. FREEMAN: We have received from the Conference of Studio Unions an official statement of their position in the current strike. Although we have had only one informal discussion with a small group of your members, we feel that we understand your position.

"We know that the Interfaith Council tried to end the strike, and that the Screen Actors' Guild has been working hard to arrive at a solution, and that neither group has succeeded. But we do not regard the situation as hopeless.

"We are aware of your belief that final, binding agreements must be arrived at at the international level of the unions involved, but we see real hope that a settlement of the strike could be brought about if negotiations were begun locally. We feel that each day that passes with no effort made toward peace in our industry hurts all of us.

"We earnestly request you to name a committee of your association to meet with the labor committee of the Screen Writers' Guild and a committee of the Conference of Studio Unions, at a place and time convenient to you, for informal discussions. The purpose of this meeting is to determine what obstacles still bar the road to peace, and how they may be removed. We hope that you will name a date in the immediate future.

"Faithfully yours,

"MARY C. McCALL, Jr., *First Vice President.*"

The CSU's answer: An official acceptance of our invitation to participate in such a meeting.

The producers' answer: (None.)

The producers' silence indicates to us that they are unwilling to make an honest try for labor peace in Hollywood. We are forced to this conclusion: A lock-out exists in our industry.

EXECUTIVE BOARD OF THE SCREEN WRITERS' GUILD.

Mr. McCANN (reading):

Did you also in the same radio address make this statement: "What is involved here is not really a jurisdictional dispute at all; what is involved is definitely a conspiracy between the producers and the IATSE to crush the Conference of Studio Unions"?

Father DUNNE. Yes; I did make that statement. That was my belief at the time. And as I testified this morning and gave the reasons why that was my belief, it is still my belief this is the basic underlying cause of this trouble: It is a determination by the CSU—I mean by the IATSE—to crush the CSU.

With regard to the producers' part in this, on the basis of the testimony in this hearing, I would have to honestly say the conviction I held at this time, at the present moment, I could not substantiate with evidence. I am not sure whether my judgment at that time was correct and can be established or not.

I think for the reasons I have described, the fact that throughout the 1945 difficulty, the fact when the machinists' issue arose, the fact when this issue arose, the producers have always sided with the IATSE, and whatever their attitude was in the early stages of this controversy, in the later stages they showed an unwillingness to respond to any honest proposal to try to get this thing settled does tend to confirm me in my belief. If the word "conspiracy" is too strong, they have worked in very close cooperation, in any event, with the IATSE.

Mr. McCANN. Let me see if I can break that down, Father Dunne, and see if this is what you mean to say now: At that time you thought there was a conspiracy to break up the Conference of Studio Unions?

Father DUNNE. That is correct.

Mr. McCANN. That at this time, in view of the evidence, you are not sure there was a conspiracy?

Father DUNNE. That is correct.

Mr. McCANN. But that you feel that the whole attitude of the industry in its refusal to do the just and proper thing by the employees, who are members of the Conference of Studio Unions, still leaves a question in your mind?

Father DUNNE. This is correct; yes.

Mr. McCANN. I wanted to break that down, Mr. Chairman, into three parts so that we could get Father Dunne's picture. [Reading:]

Did you in the same radio speech make the following statement: "It also seems to me that where you have a situation of this sort, if the strike is a just one and I, with Mr. Marshall, am convinced that it is, then the strikebreaker who goes in there to take the job of the men who are justly striking amounts to a thief. He is attempting to steal a job of the individual who is on strike"?

Father DUNNE. Emphasizing the very important phrase, "If the strike is a just one," that is what I said, and that is what I meant, and that is still my firm belief if the question might possibly exist in Mr. Luddy's mind, I am in complete accord with the teaching recognized by Catholic authorities on social problems.

Mr. McCANN (reading):

Did you in that same speech make the following statement :

"I think, there is another point, too, that has not been sufficiently brought out and that is that in the actual situation in the studio strike, nearly all of these large studios have a great many gates where employees may enter the plant. Now, the Conference of Studio Unions employing mass picketing did not and could not have set up mass pickets in each of these gates. There are other gates through which bona fide employees could have entered. The mass picketing was primarily a moral demonstration to the community, but the employers themselves, so I understand, shut the other gates in order to force the employees to enter through the picketed gate, thus themselves forcing a situation in which violence was inevitable, and consequently I didn't think that it is possible for us to ignore the guilt of the employers, the producers, in this situation and similarly situations occur repeatedly in labor difficulties in this country and rarely, if ever, do our newspapers point the finger of accusation in the direction of employers who are guilty of this sort of practice."

Now, the question, getting back to the beginning, is did you say that?

Father DUNNE. I very probably did. I don't recall it. I probably did. Therefore, I think I must explain it, answering the very last part first by saying anyone who studied the history of labor relations in this country knows this kind of a thing has been done.

I don't say it has always been done or is a general pattern. I say, as I say there, it is often a story. In regard to the other part, that was the information I had at the time.

I should like to give this corroboration : That kind of thing, though, not exactly as described, did occur. I attended the mass trial here involving the pickets at Columbia Studio. There was testimony introduced in that trial by hostile witnesses, including Mr. Kahane and Mr. Cohen, vice presidents of Columbia Studios, to the effect that the mass picket line at their studio, where the mass pickets were arrested en masse, had been thrown up—not in front of the main entrance to the studio on Beachwood Avenue—at an entrance that actually had not been used for years, except for loading and things like that, in front of the administration building.

They admitted under oath, and movie actors and movie actresses admitted under oath, the very morning when these arrests were made, people were entering the main entrance of the Beachwood Avenue and were not impeded.

That is not exactly what I said. It does indicate the other position I took there, that this mass picketing was, in fact, chiefly as a moral demonstration. There was one instance where it is true; there wasn't one word of testimony introduced by the prosecution to refute that. The defendants were convicted on the charge of blocking and impeding the entrance to the studio.

There was no evidence refuting the other part, did the producers lock the other gates of the studio? I am free to say at this time I may have been misinformed in that respect. I couldn't prove it. Perhaps other witnesses that appear here for labor will have something to say on that score.

I was told that, and as I accepted it as an honest statement at the time, I may have been misinformed.

Mr. McCANN (reading) :

Did you also, in that same speech, make the following statement :

"I would also here like to say a word of criticism of some of the nonstriking guilds in Hollywood, particularly the Screen Actors' Guild. The Screen Actors' Guild has it within its power to bring a settlement of this lock-out within a very short time. All the screen actors would have to do would be to respect

the picket lines and that would bring the producers around in very quick order. They have not done so because there is a certain mentality in the leadership of the Screen Actors' Guild which is a producer's mentality, rather than a workingman's mentality, for they certainly can no longer claim they have a right to remain neutral. There is here involved a question of moral judgment. They have got to pronounce a moral judgment upon which side is right and which side is wrong and if they agree with us as I think they must, if they consider the issue and the willingness of the conference of studio unions to arbitrate this issue, then they have a moral obligation to refuse to cross the picket line and if they answer that they have a contract with the producers which obligates them to stay in the studio rather than out, I should say that they have a bad labor contract and that contract has not dispensed them from the moral obligation to support justice in this situation and I surely think Mr. Marshall would agree with me in that."

Father DUNNE. Yes; I made that statement, and again I must justify it.

Mr. McCANN. Father Dunne, I want to say to you that I respect your judgment. I have asked every question they proposed. If you have anything further to say, I want to give you an opportunity to say it. I don't agree with you on all the expressions of opinion you have given. But we want to thank you very much.

Father DUNNE. May I answer this question?

Mr. McCANN. Yes; I want you to.

Father DUNNE. I appreciate your courtesy, too, throughout this whole proceeding today. In answering this question, let me say this, first: The accusation that the screen actors have "producer mentality," yes; I believe that I still do—many of the screen actors have become, in an effort to take advantage of certain provisions in the law, as I understand it, they have become producers themselves, and as a result their interests tend to lie on the side of the producers.

Secondly, I should say this without meaning to reflect upon the character of a man like Mr. Reagan, for example: His interest as an actor naturally tends, it seems to me, subconsciously to coincide with the producers.

His screen career has not been injured, for example, by the stand that he has taken during the last year, whereas it very clearly would have been injured had he taken the other stand. They can't help that, because the thinking of a man with respect to this question of a moral obligation, I should say this, that Mr. Reagan and Mr. Murphy both in the discussion I had with them that I referred to this morning, both admitted they agreed with me—that they had this moral obligation, provided, as I think it is evident here, that it could be demonstrated that the people out of the studios were engaged in a just cause. They both admitted they agreed entirely with me on the theory that where workers are employed in the same industry and there is one group of workers which is locked out of employment and it can be shown that justice is on their side, the battle would be entirely between justice and injustice, it seems to me, particularly where their interests lie in the same industry, where they are earning their bread and butter in an industry, where their careers are indebted largely to the work of the same people who have assisted them, and many of them who have worked up through many years and they have spent their lives in this industry, there is an obligation to support them, I believe, if they are on the side of justice. That is always assumed and was assumed in that discussion.

Mr. Murphy and Mr. Reagan both admitted that they had this obligation, and they both admitted to me that—I don't recall now whether they admitted this or not, but it would follow from their previous admission that a new contract which would impose upon them a legal obligation to support the unjust side against the just side would be a bad labor contract. It is perfectly clear if you sign a contract which puts you in the position where you are forced to support injustice against justice, that is a bad labor contract.

Mr. Reagan said to me or agreed with me that then the moral obligation takes precedence over the legal obligation. The people of Germany were obligated to obey moral considerations rather than mere legal considerations, so that if a law was immorally made and imposed upon them the obligation to do something that was against justice, they had a separate obligation to refuse to obey that kind of a law. If more people had had that philosophy, what happened in Germany would not have happened. So it is expressed in short terms that a moral obligation must take precedence over a legal obligation where justice is involved, and the actors agreed with me. The point of difference was that they were not convinced as I was convinced that it could be demonstrated that justice was with the people out of the studio. They agreed if they could be convinced of that that they would respect the picket lines and would observe what they admitted to be under those conditions a moral obligation.

Mr. McCANN. I have one more question to ask.

Mr. LUDDY. From me.

Mr. McCANN. From Mr. Luddy. Do you think a jurisdictional strike is ever morally justified?

Father DUNNE. Yes; I think a jurisdictional dispute may be morally justified, and the present instance is a case in which it is morally justified. If it is an attempt to resist those who are seeking to deprive them of their jobs, that is when I think it is justified. There are certain jurisdictional disputes I don't think are justified. Any jurisdictional strike which is called for the purpose of depriving or stealing the jurisdiction of one group in one labor union from another I say is unjustified, it is a bad jurisdictional dispute, jurisdictional strike. It is only good if a group of people are attempting to protect the work which has traditionally been theirs against an unjust attempt to deprive them of that jurisdiction, and that I regard as morally justified, if that is the only means that is left to them to defend their right to work.

Mr. McCANN. One of the Federal circuit judges in this area once wrote a very famous brief; I think it was Judge Clifton Mathews and I believe he is still on the bench. The brief was on the law of necessity, which he said came before the common law, before the statutory law, and before anything else. I will agree with you that the moral law is above the written law. I think that there are some views on which many of us have shadows of difference. We have appreciated your testimony very much, and unless there are further questions, you are excused.

Mr. Kearns has a question.

Mr. KEARNS. Father Dunne, I can't help but feel during your testimony that you have intimated that the actors did not intercede in this jurisdictional dispute in a manner of good faith.

Father DUNNE. I didn't mean to imply that, Mr. Kearns. I would like to correct that impression. I thought I had indicated this morning, perhaps I didn't, I think that they did enter into it in good faith. I think they were honest in the impressions they brought back from Chicago, as I said this morning; I think it was a matter of the conclusions they reached and the interpretations they put on it, but not a question of good faith. I simply think they changed it unconsciously influenced in their thinking by their economic interest, but without any bad faith or insincerity or any dishonesty, some of those actors, because this must be understood, that not all of the actors supported the position taken by the officers or by a majority of the membership. The majority, however, followed the recommendations of the officers. I think subconsciously, and that does not reflect on their good faith, sincerity, integrity, or anything else; subconsciously they were more disposed to put upon this union a kind of a negative of their economic interests, and their associations with the producers impelled them, without any bad faith, I mean, I am affected no doubt by a lot of things that affect my judgment, I may make a mistake because my mode of life and the people I associate with affect my judgment. There is no imputation of bad faith. I think their judgment was affected by this kind of a thing.

Mr. KEARNS. You will admit, though, that they never had to intercede in any way.

Father DUNNE. Oh, no; I think the initial intercession was no doubt like my own, was motivated by a desire to straighten this thing out. It would be much better for the actors, of course, if there were no problem at all and if all the people were back to work. No; to repudiate any suggestion that I am reflecting upon the good faith, good will and the conscious motivation of the actors, the only thought I had was that we are influenced in our judgment by our economic interest, by the people we are most closely associated with and so on. That is all I meant to say.

Mr. KEARNS. Father Dunne, this morning you gave me the impression that in your interview with Mr. Green, the president of the American Federation of Labor, that it was his idea that most of the people out here were working now, and you also injected into your testimony something about a remark that a certain number of people or an organization, that was not quite clarified the way you mentioned it, as being communistic here. Was that a remark that was forthcoming without any suggestion upon your part from Mr. Green or—

Father DUNNE. Oh, yes, yes. That was entirely forthcoming from Mr. Green. Let me say this, that this is the feeling I had of American Federation of Labor headquarters, that someone had done a very effective job there of obscuring the real issues of this dispute by persuading those people back there. I am simply saying that in the case of Mr. Coakley, for example, it seemed to be in my talk that someone had effectively beclouded the issue and persuaded them that the Conference of Studio Unions represented a lot of Communists. That was an effort to becloud the issue so that the real merit and justice in this thing tended to become clouded in Mr. Green's mind.

Mr. KEARNS. Do you have any idea where Mr. Green secured this source of information?

Father DUNNE. Well, I can guess.

Mr. KEARNS. I mean do you know. I didn't ask you that.

Father DUNNE. No, I can't say. I could only guess, but I think it would be a pretty good guess.

Mr. KEARNS. We don't want the guess for the record. I thought probably you might have the source of information.

Father DUNNE. I don't. I know certain facts which would lead me to draw a conclusion with regard to the source that this is the thing, but I could not say anybody told me what the source was. I could only draw the conclusion from certain facts I know and certain relationships of people.

Mr. KEARNS. Father Dunne, I think you have given very fine testimony. There are a couple of things that I don't agree with you wholeheartedly on. There are some things I do agree with you. I agree with one statement you made, in fact, two statements which I think are a very great contribution, not only here but in many places, and to me this promiscuous mouthing that a lot of people do in calling people Communists when they don't know whether they are Communists or not is a very unhealthy situation in America. Bad propaganda is not good for our country, and I think it behooves everybody, every citizen to know this, that you are the mouthpiece of America, and particularly people who are in public office, that the clear picture of America comes from the public itself, and when the public speaks out of turn it is just as serious as when someone in public office or in authority speaks out of turn.

Father Dunne made another statement here this morning that a lot of people who have intellectual or mental confusion, I think he used it, lots of times are considered Communists. Lots of times many men and women are mentally confused and maybe they confide in someone and maybe their conversation might run into the radical and someone will snap at it and say that person is a Communist. We should be very careful, as citizens, what we ever say about another person unless we know it to be true. That is why, Father, I don't want you in your integrity to say anything in the record that you would guess about, you understand.

Thank you, Father.

Mr. McCANN. I have another question, Father Dunne, that has been presented by Mr. Price. May I ask it?

Mr. KEARNS. You may.

Mr. McCANN. Apart from your conversation in New York with Mr. Casey at a rather late date, did you ever talk with any representatives of management on the subject of labor disputes in Hollywood?

Father DUNNE. No one I think who could really be called an official representative. I talked, as I testified this morning, with Mr. Robert Fennell, who was at Twentieth Century-Fox, I believe, as assistant to Colonel Joy, who is, I believe, the top executive at Twentieth Century-Fox. That is the extent of my talking with representatives of management.

May I conclude with just one further brief statement, because you asked me this morning if I had any suggestions as to this thing and I made certain ones in the conclusion of my direct testimony. I simply would like to add one or two other items that I think are important. One I omitted is, I think, the producers will have to revamp their labor

policy. I think it is subject to conflict in the picture as I see it today. I think what is necessary here is someone in charge of the labor policy who has the authority to make the labor policy and to carry it out, so that the source of the policy is known. I believe that when Mr. Eric Johnston came out here, when he first took his position, I am sure it is the idea of Mr. Sorrell and also Mr. Brewer up to a certain time, I think Mr. Johnston then had the intention of straightening out this trouble, I think that is what Mr. Johnston intended to do, and that he deliberately washed his hands of it when he found that he did not have the authority from the producers and that the only way he could have settled it would have been to lay down an ultimatum to the producers and say, "Either you give me absolute authority to establish and determine a labor policy or I resign my position." I think he was faced with the alternative and he preferred not to resign his position, so he had to choose the other alternative. I think the producers have got to establish somebody who does not just transmit orders from a source which is sort of hidden, someone who is on the scene and who has the power and authority to formulate a labor policy and follow it out.

And I think, No. 2, that the IATSE should do something when this thing is straightened out, as I hope it will be, to clear up a lot of the bitterness that has been created on their side. I think that there are certain hold-overs from a previous era which have not been mentioned much in this hearing and, which I will not mention, that need to be cleared up.

I think there are certain policies in the IATSE unions, at least some of them, which are distinctly antidemocratic. I refer particularly to local 44. I feel that many of the rank and file members of that local, I believe some of them are right here, if I am not mistaken, they were here this morning, but if put on the stand and assured and guaranteed protection, if Mr. McCann assured them that is what they would enjoy, who would confirm what I have said as to the antidemocratic policies in local 44, and this type of their union leadership has got to be cleared up in Hollywood if decent labor relations are to be established.

Mr. McCANN. Father Dunne, you are quite a student of labor relations. Don't you think that the real heart of the labor problem today is in the dictatorial power vested in certain labor leaders rather than in anything else? I mean by that that if there were in their union a democratic process by which the members of the union were able freely and at reasonable intervals to talk to their own officers and were able freely to express their opinions on matters of importance to them and to the country, that that might do more to clear up the bad spots in our industrial picture today than anything else?

Father DUNNE. Well, there are two parts to the question.

Mr. McCANN. Yes.

Father DUNNE. The first part, it would not be my view that this dictatorial power as it has been called is the chief cause or the sole cause of the difficulties in the country, but as to the last part, I think there is responsibility very often on the part of management as well as some of those other responsibilities on the part of labor, and I certainly would agree, I am a great believer in democracy. I believe the more people are free to express their views and thoughts freely, the more that there is the better.

Mr. McCANN. Well now, the point that we have found in one or two of our investigations, and we have inferred that it exists here with respect to certain of these IATSE unions, we had a very serious complaint, Mr. Chairman, that came to us, and I don't want to even name the city. I was sent out to investigate the facts. There were at least 20 laboring men who came to my hotel room who had been beaten by goons, and the goons were being paid \$20 or \$25 a day for beating up the members in the union because they wanted a voice in the affairs of the union. Yet when I got through with the investigation I found that industry praised the labor leader very highly, and for 30 minutes the representative of industry in that town poured out such praise for this labor leader that when he got through I said, "You should write his epitaph; I have never heard such praise in my life." And I wrote a report to the chairman and said that in my opinion labor and industry are sleeping in the same bed and it is just too bad for the members of this union. Nothing has yet happened to clear up the situation, because we didn't think that we had enough evidence to get to the bottom of that issue.

Now, we are not being kidded here as representatives of the Congress, Mr. Chairman. We have found that sometimes industry is at fault as well as labor.

Mr. KEARNS. Did you say sometimes?

Mr. McCANN. Yes, that is what I said, sometimes. We do believe that one of the major problems is that laboring men haven't enough voice in their own affairs.

Father DUNNE. May I make a comment, Mr. McCann?

Mr. McCANN. Yes.

Father DUNNE. Applying that, because I think it applies quite well to the situation here in Hollywood, and going back to my interview with Mr. Brewer, in my conversation with Mr. Brewer, among other things, he expressed very definite opposition to too much participation by the rank and file in their union affairs. He expressed resentment on that.

He did admit that within certain limits—I mean, there were limits within which he admits of some local autonomy; for example, in choosing its representative; so within those limits he was in favor of local authority.

I had a clear illustration on that, I would say, while I was talking to him. He had a telephone call. He was engaged in negotiations on a contract for local 683. He was very much disturbed over what was told him over the phone. He said, "There you have an example of how these people in the rank and file defeat anything you can do for them. You can't have them running to the union officers, the international officers. We know the conditions much better than they do, but when you let them go along on these things they come back, in case you negotiate a contract with the producers with a certain increase from the producers, and I know that is all we have any reasonable expectation of getting, but they insist upon sending that to the membership and the membership has voted that down." He was very angry about it.

That shows the opposition which has prevailed in the IATSE by which this particular man to the rank-and-file democracy that you speak of, and I think it is bad.

Mr. McCANN. I have two questions here, Mr. Chairman. One is from Mr. Cobb.

Who do you think is primarily in control of labor policy of the major companies?

Father DUNNE. Well, this is based just upon conclusions.

Mr. KEARNS. Mr. Counsel, we don't want a question like that, unless he would know definitely.

Mr. McCANN. I don't want you to have to guess. If you have reasonable grounds for an opinion, we would like to have you state it, but if you do not have—

Father DUNNE. I think I have reasonable grounds.

Mr. KEARNS. No, I mean you must stand behind it if you make this statement now, to be able to justify your statement. This is to me a very serious question.

Mr. COBB. I think it is a serious question. That is the reason it is asked.

Mr. KEARNS. I think you ought to restate the question and then the Father should be very considerate before answering.

Mr. McCANN. The question was asked, Who do you think is primarily in control of the labor policy of the major companies? as put by Mr. Cobb. Now, I gave you a directional word, if you have reasonable grounds to consider an answer, I will be glad to have you do so.

Father DUNNE. I will express it in this way, remembering Mr. Kearns' very well advised admonition to me. I think it should be one of the primary objectives of the investigation to find that out. That is the only answer. I have a general notion and theory as to who is chiefly responsible for the labor policies of the studios.

Mr. McCANN. Now, I have another question to ask. It is by Mr. Luddy.

Do you think anything should be done about the CSU, or do you think that organization is perfect?

Father DUNNE. No, I would be very surprised to find out that the CSU was perfect. I think that if the IATSE and the producers approached this problem here in good faith and with a determined resolution to live together and to iron these problems out on an equitable basis, the CSU then must also abolish this bitterness which has been created through its past history in Hollywood and start anew, and everybody should start anew. I think also that the CSU and all of these other unions will have to appreciate the seriousness of democratic responsibility. I believe the men of the CSU want more democratic conduct of their union. Complaints have reached me that if some man has a thought in mind and gets up on the floor and the other members don't like what he has to say, if he is expressing views against the people who are there, he is shouted down. I don't believe in that. I believe in anybody being free to talk. I don't think any organization is perfect, including the church. So I think that the CSU now would do a great deal toward clearing the atmosphere in Hollywood, but you can't do anything, it seems to me, unless you settle this dispute and get back to work. It seems to me it has shown its willingness to do anything reasonable.

Mr. McCANN. Thank you. Mr. Chairman, at this time I would like to offer for the record a series of letters. Those letters were prepared and sent to Mr. Durkin and Mr. Flanagan, and they con-

stitute the records which went with Mr. Flanagan's report to Mr. Green in Washington.

Now, Mr. Chairman, I want to call attention to the fact that there is a historical summary given us in here of the labor strife in Hollywood, and when I was reading it yesterday I noticed that that page was cut off, and I became perturbed, and I called Mr. Flanagan long distance in San Francisco to find out who made this historical sketch, and to find out why the page was cut, and I discovered that this is a copy of a record which was made by the Screen Actors Guild. I believe that is the organization that prepared this historical data, and they simply copied down to that point, in this volume from the Screen Actors Guild, so, Mr. Chairman, I would like to offer this, and there is only one letter that I am going to take the time to read. I want those reproduced in the record at this time, but there is one letter that it seems to me is to the point here and it comes from Mr. Brewer. I would like to ask permission to read it and then just have the rest of them copied in, unless you gentlemen want to take the time to read them, which I don't.

Mr. COBB. May I ask you if this is a self-serving letter?

Mr. McCANN. You will get your answer in a minute. [Reading:]

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURE MACHINE OPERATORS
OF THE UNITED STATES AND CANADA,
Hollywood, Calif., August 8, 1946.

Mr. DAN FLANAGAN,
Western Director, American Federation of Labor.

DEAR BROTHER FLANAGAN: Pursuant to your inquiry as to the status of Local 468, I. A. T. S. E., and its relationship to the work of set erection, this is to advise you that this local union was chartered in August 1945, and at the time of the agreement which was entered into between Local 80, I. A. T. S. E. (Grips) and Local 946, United Brotherhood of Carpenters and Joiners, on November 13, 1945, the work of set erection was being done by the members of local 468, and local 468 had the jurisdiction over this work. This local union was not in existence at the time when the directive was issued by the American Federation of Labor, that certain I. A. T. S. E. charters should be revoked.

During the intervening period between March 12, 1945, and the termination of the strike on October 31, 1945, the Grips' local union, as such, did not at any time have jurisdiction over the work of set erection. Previous to the strike the work of set erection had been done by the United Brotherhood of Carpenters and Joiners, and so far as I know there had never been any argument between local 80 and the carpenters' local on this particular work.

I also want to call to your specific attention the last paragraph of the agreement between the Grips' Local 80 and Carpenters' Local 946, which reads as follows:

"It is further recognized that some of the jurisdictional points to which local 80 has agreed are at issue between the Carpenters' Local 946 and the other local unions of the IATSE, and this agreement is not intended to reflect an agreement to these points for any IATSE local with the exception of Grips' Local 80."

In view of the inclusion of this paragraph in the agreement, I cannot understand how the agreement between the Grips and Carpenters can have any bearing on the over-all jurisdiction of the IATSE and the United Brotherhood of Carpenters and Joiners, particularly where it pertains to set erection.

Fraternally yours,

ROY M. BREWER,
International Representative.

The information below is, in part, the complete minutes of the meeting of July 2, 1946, covering agreements reached and effective pending the formal signing of contracts:

CSU is representing: Painters, carpenters, machinists, electricians, plumbers, sheet-metal workers, janitors, analysts, publicists, officers and guards, set designers (No. 1421), and cartoonists.

CSU as a body consisting of several locals will pledge itself to an arbitration procedure. If any of its members who subscribe to this plan fail to accept and to be guided by any arbitration award, he will not receive the support of the CSU in its position. This applies to studio jurisdiction only and between locals.

Local No. 946 agrees to bind itself to the CSU arbitration agreement and will find out if it can secure permission from its International to sign such an agreement as a local. All contracts will contain this arbitration clause: * * * verbatim in each contract.

Any dispute other than wages should be submitted to arbitration. Skelton and Brewer will get together and make an agreement covering arbitration. Basis of arbitration will be the AFL three-man directive.

Any machinery set up for arbitration will not require the electricians to withdraw their court action already started. It was agreed to let each studio interpret the directive and award the work where in its judgment it belongs under the directive and no work stoppage will be ordered for next 30 days or until the arbitration machinery is set up.

(Signed) PAT CASEY.
HERB SORRELL.

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
AND MOVING PICTURE MACHINE OPERATORS
OF THE UNITED STATES AND CANADA,
Hollywood, 28, Calif., August 8, 1946.

Mr. DAN FLANAGAN,
Western Director, American Federation of Labor.

DEAR BROTHER FLANAGAN: The decision by the executive council committee of the American Federation of Labor on the Hollywood jurisdictional controversy is not a perfect document, but no perfect document with respect to these problems can ever be written. As the executive council committee outlined, there were three courses which they could take: (1) strict adherence to craft or vertical lines in the motion picture studios; (2) establishment of an industrial or horizontal union throughout the industry; (3) the establishment of jurisdiction in the industry patterned after the previous agreements. The executive council committee chose the last course.

As a matter of fact, the motion picture industry is today an outgrowth of the stage, and I am sure that this industry would be better off if this same original plan would be followed on the stage—which would give to the IATSE the jurisdiction of making and taking of motion pictures; and would give to the building trades that which they have in other industries—the building and maintenance of permanent structures. However, the executive council committee rejected this plan.

The motion-picture industry is a separate industry and cannot be adapted to the rules and regulations of the construction industry. The present difficulties are to some extent an effort to do this, and any further trends along that line will unquestionably increase rather than decrease the problems which now exist.

The present directive lays down a practical line of jurisdiction between the crafts under the plan the committee chose. There are many things in the directive which we do not like. There are many things which we would recommend be changed, but if we were to do this I am sure that every change would bring on new and more difficult problems. When the IATSE entered into the directive we knew it was going to be a binding decision. We recognized the dangers in agreeing to such a plan, but in an effort to carry out our obligations to the American Federation of Labor we agreed to it. We understood that once the jurisdiction was set up we would have the support and cooperation of the American Federation of Labor in seeing to it that it was carried out. Today, the principal cause of the jurisdictional disturbance in the studios is that the carpenters' union has refused to accept the directive. We could find just as much fault with its terms as the carpenters do, and perhaps much more, but no adjustment could be made that would be completely satisfactory to all parties.

To open the directive up now would, in our opinion, be inviting disaster. It would reopen the entire matter and open the way for further claims and counter-claims. Certainly, the executive council cannot open it for the carpenters' union without opening it for us. It is our position that the unions involved in this

controversy should live up to the commitments which they made when the Cincinnati agreement was culminated, and endeavor to make the directive effective.

Fraternally yours,

ROY M. BREWER, *International Representative.*

JULY 29, 1946.

Mr. MARTIN P. DURKIN,

General President, Washington 1, D. C.

DEAR BROTHER DURKIN: In reply to your telegram of July 18, I am submitting the following brief to give you a picture of the situation that exists in the motion-picture industry.

Findings of the executive council committee of the American Federation of Labor on the controversy have been turned over to a committee composed of shop stewards of the various studios in an attempt to arrive at an agreement with the IATSE which would be the basis of our new agreement with the producers. The stewards committee feels that they should have a clearer understanding of the executive council's finding to negotiate an agreement for the best interests of the UA.

What the UA shall do:

Section I: No conflict.

Section II: "Paragraph (a). The UA shall handle, set, and hook up all piping or substitute conveyance, on or in connection with the sets when such fixtures are practical—that is, when a shower is used in a picture and water flows from same. This also applies to sinks, tubs, and commonly known plumbing equipment.

"Paragraph (aa). The preceding paragraph (a) shall not apply when plumbing fixtures are of a dummy nature and are used solely for set dressing or when a fixture is to be gagged or used as a special effect."

We interpret this to mean that the building of a gag or special effect belongs to the IATSE, but certainly the piping to or from the gag or effect is UA work. The question also arises as to whether UA installs water and drains in such equipment as fish ponds, pools, and fountains. Installation of gas logs and burners in fireplaces is also contested by the IATSE.

"Paragraph (b). Install all runs of piping up to the sets to take care of the supply of water, steam, draining, air, oil, gas refrigerant, vacuum, or other utility."

This paragraph is the subject of considerable dissension. The IATSE claims this only means inside of the stage wall though there may be more than one set on the stage. There is considerable piping involved in this, and we claim it means to the set as it says.

The IATSE runs all lines from bottled gas and similar equipment. They also claim the operation, maintaining, repairing, and storing of boilers, water heaters, compressors, hydraulic equipment, tanks, etc., that are used to furnish utilities to the set. We claim that they have jurisdiction over the gag or effect itself only and that such equipment is not part of a gag or special effect and that it is being used to furnish a utility.

"Paragraph (c). Fill and drain all large tanks and pools and install all heating and filtering apparatus and equipment in connection therewith."

We contend that the word "large" should not be in this paragraph. The word "large" in this paragraph should be eliminated as it is very confusing. The IATSE claim some of this referring to paragraph (aa) calling it an effect. When tanks or pools are of such great nature that they require pumping to be drained, the operation of the pumps is claimed by several crafts. The filling and draining of said tanks and pools involves a sanitary problem on account of cross connections in filling and is generally drained into the sewer.

"Paragraph (d). Install all piping in connection with ice skating rinks and all plumbing equipment in connection with such."

Here, the IATSE brings up paragraph (aa) and there is room for contention.

"Paragraph (e): No dissension.

"Paragraph (f): No dissension.

"Paragraph (g). Install all piping and equipment for air-conditioning work for the purpose of heating or cooling the stages."

Trouble here mostly with the management refusing to cooperate, and not the IATSE.

"Paragraph (h): No dissension.

"Paragraph (i). Perform all welding, brazing, soldering, and fusing of all joints in connection with the work of the United Association of Plumbers and Steam Fitters of the United States and Canada."

No trouble with the IATSE under this paragraph except where it enters into disputed jurisdiction.

"Paragraph (j). Install all sprinkler piping and equipment used in fire protection and fire-control apparatus."

The IATSE claim wetting down for picture work and standing by for fire protection during filming of scenes which might be a fire hazard. We do not agree.

"Paragraph (k). Install all refrigeration, piping, and equipment except when coming within the scope of paragraph (aa) hereof."

Again paragraph (aa). This could also be misconstrued to cover what is given the UA in paragraph (d) and the skating rink called an effect.

"Paragraph (l). Install all chemical toilets and other portable plumbing conveniences."

We interpret this paragraph to mean that we install, handle, maintain, repair, and operate all such equipment. It is the practice in the studios to rent portable equipment of this nature and in many of the major studios is serviced by others than plumbers.

"Paragraph (m). Maintain, repair, alter, service, dismantle, and strike all work included herein."

We assume that operation is also included, and if not should be. This has been the cause of many a UA member being replaced on the job by two IA men regardless of whether it covered the supply of utilities as granted the UA in paragraph (b). We claim the operation of and standby of a UA member on all practical work under UA jurisdiction.

Section III: "Paragraph (a). Handle and set all plumbing fixtures, which are not practical and which are used solely for set dressing."

Under this paragraph and paragraph (b) which follows most fixtures are handled and stored by the IATSE prop shopmen and made practical on the set without our knowledge. They again use paragraph (aa) in this instance.

"Paragraph (b). Build, handle, install, maintain, repair, strike, store, and operate all special effects and gag fixtures. This is to include rain effects, fire effects, water curtain, et cetera. Gag fixtures include all fixtures which operate in an abnormal manner, for the purpose of creating an effect to be photographed. However, when such effects require piping by other than special-effects men, members of the United Association of Plumbers and Steam Fitters of the United States and Canada shall be given jurisdiction over such construction."

It is under this paragraph that the IATSE claims jurisdiction over water heaters, boilers, etc., that furnish utilities to sets and stand-by and operate same. The meaning of the latter part of this paragraph—"however, when such effects, etc."—is not entirely clear. We maintain this part was intended to mean and should read: "However, when such effects require piping, members of the UA shall be given jurisdiction over such construction." Here again they use paragraph (aa) with capital letters and contend it means only that a UA man will get preference if they do not have men enough to do the work.

Under cover of this paragraph, IATSE 44 consisting of special effects, property men, and miniature prop makers fabricate pipe rails and awning frames from start to finish and install same.

"Paragraph (c). Build, handle, install, maintain, repair, store, strike, and operate all properties not excepted above regardless of the manner of construction or the materials used."

This paragraph we are unable to interpret.

Here the IATSE claims jurisdiction over piping, operating, maintaining, repairing, and striking of lawn sprinklers when used in connection with landscape to be photographed. They claim fountains that are to be photographed, pumps that are used to supply water in connection with the effects.

Under paragraph (aa) they claim these and many more as effects.

Enclosed is a copy of the minutes of the stewards' meeting and their reports on what work UA members have and what some of the other crafts are doing that we consider belongs to the UA. It is easy to see that we still have a long, hard fight ahead of us to gain our jurisdiction in the studios.

We are, at the present time, trying to draw up an agreement to present to the producers, and we wish to work it in such a manner that our jurisdiction is clearly understood and to the best interests of the UA.

We feel that we should endeavor to eliminate the continual friction and bickering that goes on at the present time.

We will greatly appreciate early consideration of this brief and any suggestions that may be offered.

Hoping this information will clarify what we are up against in trying to get the jurisdiction which we feel we are entitled to and that you will be able to get together with the committee and help their decision on jurisdiction in the studio controversy, I remain,

Fraternally yours,

L. M. WICKLAND, *Business Manager.*

SPECIAL OFFICERS, GUARDS, WATCHMEN, MOTION PICTURE
STUDIO POICEMEN, FIRE CONTROL AND PREVENTION, LOCAL 193,

July 31, 1946.

Mr. DAN FLANAGAN,

Special Representative, American Federation of Labor,

Los Angeles 14, Calif.

DEAR SIR AND BROTHER: Confirming our telephone conversation of July 31, I wish to advise you that the directive of the three-man committee of the American Federation of Labor has worked out very well as far as local 193, BSEIU is concerned with one minor exception on the RKO's lot which I am confident can be ironed out smoothly with the IATSE local with whom this problem exists. We are very well pleased and feel that the ironing out of the jurisdictional problems and the stipulation of jurisdiction has eliminated much unnecessary feuding in the labor movement.

We still have a problem with the common laborers and hod carriers who have pirated our workers and it seems the two international presidents are unable to come to a conclusion. If an appeal could be made through you or called to the attention of the A. F. of L. council to decide this jurisdictional problem on these handful of watchmen, the entire membership of this organization I am sure will be very grateful for your assistance.

Fraternally yours,

TED CAMP, *Secretary-Treasurer.*

BUILDING SERVICE EMPLOYEES, LOCAL No. 278,
Hollywood, Calif., August 1, 1946.

Mr. DAN FLANAGAN,

American Federation of Labor, Los Angeles, Calif.

DEAR SIR AND BROTHER: This letter is to confirm our telephone conversation wherein I told you that local No. 278, BSEIU, has experienced no difficulty with the jurisdictional award of the three-man committee in the matter of union jurisdiction in Hollywood. We are satisfied with their award as it has been working out.

Fraternally,

(Signed) JOHN J. LYONS,
Business Agent, Local No. 278 BSEIU.

MEMORANDUM RE 1945 HOLLYWOOD STRIKE

HISTORICAL BACKGROUND OF ANTAGONISM BETWEEN IATSE AND CERTAIN OTHER AFL INTERNATIONALS

Roots of the present jurisdictional dispute are bedded deep in past history of the American Federation of Labor—nationally as well as in Hollywood.

Long before labor's first move to organize the Hollywood studios (1916), the International Alliance of Theatrical Stage Employees (IATSE) had been involved elsewhere in national jurisdictional quarrels with some of the large craft unions—the same major craft unions now on strike in Hollywood. IATSE and the craft unions involved were and are members of the A. F. of L.

The record shows that over a period of more than 30 years, these A. F. of L. groups have clashed in a series of major jurisdictional wars. Each such war has been followed by a compromise agreement which produced what in reality

was only an armed peace and never has solved the fundamental differences between IATSE and the craft unions involved. The present Hollywood strike is another in the series of jurisdictional wars.

Fundamental difference between the opposing groups is that while the A. F. of L. originally and primarily was a federation of craft unions, IATSE actually is a semi-industrial union of theater and studio employees which cuts across a number of crafts, most potent of which are the carpenters, painters, and electricians.

IATSE won its first major triumph over a craft union, the International Brotherhood of Electrical Workers (IBEW), in 1914, when, after a long battle A. F. of L. awarded IATSE jurisdiction over theater motion-picture projectionists.

It was this victory which encouraged IATSE to penetrate film production and, in 1918, launch a movement avowedly to form one big union of many studio-working craftsmen.

It was (and still is) the position of the IATSE that craftsmen such as carpenters, painters, and electricians, working in picture studios, are stagehands who come within the IA jurisdiction rather than that of the building-trades internationals.

On the other hand, the craft unions—weak in downtown Los Angeles because of the then open-shop conditions and smarting from defeats at the hands of the IATSE elsewhere—believed it was life-or-death matter for them to organize the studio workers along craft lines.

After several years of conflict over studio-job control, in which the IATSE and the craft unions frequently competed in supplying manpower to the studios, the first armistice was negotiated. A compromise agreement, which was supposed to settle studio jurisdictions of the unions involved, was signed between the IATSE and the carpenters' local in 1925, and between IATSE and IBEW in 1926.

Beneath the surface, old rivalries between the unions and between union leaders continued to seethe. The armed peace was ended in August 1933. An IATSE local struck in an attempt to ensure its control over sound men. IBEW assisted the producers by replacing striking soundmen with members of its own local. IATSE called a general strike of all its members in the studios. The carpenters' union sided with IBEW, jumped at the opportunity to regain some of the work which it had conceded to IATSE in the earlier jurisdictional pact.

The electricians' and carpenters' unions supplied the studios with all craftsmen they needed. Cameramen quit IATSE, returned to work. Other IATSE members flocked to join the carpenters' and electricians' unions. IATSE lost this war—partly because the depression had weakened its control over labor in motion-picture theaters and it could not make good its threat to close down the theaters.

Under NRA codes, IATSE regained the enormous power in the theaters. It again dominated all skilled exhibition labor and in 1935, demonstrated its powers to the studios by closing the Paramount theater circuit in Chicago because of a jurisdictional dispute with the electricians' union.

Motion-picture producers could stay in business only a very short time if all theaters closed. They succumbed to IATSE's closed-shop demands and all studios posted notices requiring former IATSE members to return to its fold. The erstwhile victorious craft unions gave in without a struggle. IATSE won the first closed-shop agreement in Hollywood, establishing an important precedent.

In 1937, open hostilities flared again. Led by the painters' union, a number of small-crafts groups, which had been kept out of the studio basic agreement by the IATSE banded into the Federated Motion Picture Crafts (FMPC). In past years, the painters' union had absorbed the make-up artists. Now the painters found they could not reenter the studio basic agreement and obtain a 10-percent wage increase negotiated by IATSE unless they relinquished the make-up artists, claimed by IATSE.

Eleven member unions of FMPC, led by the painters and including scenic artists and studio utility workers (common laborers), struck in what was another phase of the long struggle between IATSE and the craft unions.

IATSE moved to break the strike. It disrupted the studio utility workers' local, chief ally of the painters, by establishing a new classification for laborers, the class B grip, in its studio technicians' local and then forced from the producers a wage increase for this category. Laborers went back to work, joined IATSE.

Except for the painters, the smaller crafts sued for peace and went back to work. IATSE gave the make-up artists and the hairdressers a charter, got them a favorable agreement with the studios. IATSE again had won a substantial, but this time not complete victory. It withdrew its objection to the

painters securing a contract and they obtained the first contract which extended direct recognition to a studio craft local.

(In light of the 1945 strike, it is interesting to note that the scenic artists' section of the painters' union, which IATSE defeated in 1937, later joined Painters' Local 1421, the union which started the present strike. Thus, the 1945 strike is not the first time that scenic artists such as set decorators have been aligned with the painters' union against IATSE.)

The 1937 strike was the last major clash between IATSE and its craft-union competitors until 1945. However, in 1939, IATSE by a policy of appeasement of the craft unions won their support in putting down a rebellion within its own (IATSE) ranks. IATSE insurgents formed the United Studio Technicians' Guild, threatened IATSE control in the studios and was active enough to get an NLRB election. IATSE thereupon reached a new compromise agreement or armistice with the craft unions, working through the Los Angeles Central Labor Council, which then supported the IATSE in the NLRB election. IATSE won the election by more than 2 to 1.

(It is pertinent to note that the painters' union, headed by Herb Sorrell, was the only craft union involved which did not aid IATSE in the election. Sorrell supported the USTG.)

The armed peace between the craft unions and IATSE continued to 1945, which brings us up to the present conflict.

BRIEF OF STUDIO CARPENTERS LOCAL 946, U. B. OF C. AND J. OF A.

Studio Carpenters Local 946 protests the ruling of the three-man arbitration committee provided by the October 15-24, 1945, AFL executive council meeting at Cincinnati, Ohio. Our reasons for protesting the award are as follows:

At this meeting the executive council of the AFL issued the following ruling:

"CINCINNATI AGREEMENT

- "1. The council directs that the Hollywood strike be terminated immediately.
- "2. That all employees return to work immediately.
- "3. That for a period of 30 days the international unions affected make every attempt to settle the jurisdictional questions in the dispute.

"4. That after the expiration of 30 days a committee of three members of the AFL executive council shall investigate and determine within 30 days all jurisdictional questions still unsolved.

"5. That all parties concerned (here the IA, carpenters, machinists, plumbers, painters, electrical workers, and building service employees are enumerated) accept as final and binding such decisions and determinations as the executive council committee of three may finally render."

In accordance with paragraphs 1 and 2 of the Cincinnati agreement, the studio strike was terminated and all members of the Studio Carpenters Local 946 returned to work immediately.

In accordance with paragraph 3, a committee representing Studio Carpenters Local 946 under the chairmanship of International Representative Joe Cambiano was set up and had several meetings with Grips Local No. 80, IATSE. We were able to come to a workable agreement with local 80 and on the 13th day of November 1945, in the presence of IATSE International President Walsh, IATSE International Vice President Carl Cooper, IATSE International Representative Roy Brewer, and a committee of IATSE members representing the membership of local 80, signed an agreement, a photostatic copy of which is attached hereto and marked "Exhibit A."

The same committee representing Studio Carpenters Local 946 also met with representatives of local 44 of the IATSE during the 30-day period and failed within that period to settle their differences and mutually agreed to submit those differences to the AFL arbitration committee provided for in the Cincinnati agreement.

On December 6, 1945, representatives of Studio Carpenters Local 946 presented their differences with local 44 to the AFL committee in accordance with paragraph 4 of the Cincinnati agreement for their consideration and determination. It should be noted that paragraph 4 of the Cincinnati agreement provides that the AFL committee is authorized to consider only those "jurisdictional questions still unsolved."

At the hearing before the AFL committee Studio Carpenters Local 946 limited its presentation of evidence to the unsolved issues between local 946 and local 44 of the IATSE. Representatives of local 946 explained to committee members that an agreement had been reached with local 80 of the IATSE and a copy of the agreement was submitted. The committee was also presented with the copy of the jurisdictional award made by the AFL on July 9, 1921. The committee was advised of an agreement entered into between Studio Carpenters Local 1692 and the IATSE on February 5, 1925. A printed copy of these agreements are enclosed and marked "Exhibit B." It should be noted that the agreement entered into in February 1925 was not endorsed by General President William Hutcheson and consequently never went into full force and effect.

In the decision of the AFL committee appointed by the executive council, the committee states that it had decided that the most practicable method of solution of the problems presented to it would be on the basis of "a division of work designations within the industry patterned after previous agreements negotiated mutually by the various crafts." The committee obviously failed so to do by failing to recognize the agreement entered into between local 80 and local 946.

Because representatives of local 946 were specifically following the word and letter of paragraph 4 of the Cincinnati agreement they did not present any evidence covering jurisdiction agreed to between local 80 of the IATSE and Carpenters Local 946. The union assumed that the committee was, as directed by the Cincinnati agreement, limited to a consideration and determination only of the problems left unsolved after the 30-day interim period and satisfied itself with a mere presentation of the agreement arrived at between local 80 and local 946.

On December 26, 1945, the decision of the AFL committee was issued. The award, insofar as it applied to the carpenters, awarded to local 946:

"**SECTION 1. All trim and millwork on sets and stages.**"

This work has been done in the motion-picture industry almost exclusively by members of the carpenters' international for the past 20 years.

"**SEC. 2. All millwork and carpenter work in connection with the studios.**"

Much of this work at the present time is done by the IATSE. For the past few years most of the major studios have put in prop shops and in many places furniture shops which are equipped with identical machinery to that used in the mill. The millwork is now being confined mostly to set construction and the milling of moldings, casings, and other trim. The language of this section is obviously much too broad and no fair interpretation of it can be enforced. This will become apparent when we consider sections 6, 7, and 8. These sections give the making of miniature sets, property building, and the erection of sets on stages to the IATSE. At least 90 percent of the work done on miniatures, property building, and the erection of sets on stages is done in wood or wood substitute and requires the tools and the skill of a carpenter.

"**SEC. 3. All work in carpenter shops.**"

This section is practically a duplicate of section 2 as most carpenter shops in the motion-picture studios are the mills and the work performed therein has been done exclusively by members of the carpenters' international.

"**SEC. 4. All permanent construction.**"

This work has never been in question and has always been done exclusively by the carpenters. Most of this work is done by contractors and comes under the building trades agreement.

"**SEC. 5. All construction work on exterior sets.**"

This work has been done exclusively by the carpenters but of late the IATSE claims some of this work, such as putting up signs, fire escapes, and numerous other items. This work is very spotty and many studios go a full year without building exterior sets or erecting permanent building.

Work awarded to the IATSE:

"**SEC. 6. Miniature sets.**"

When this agreement was written, in 1925, miniature sets were built on a very small scale, and seldom were larger than bench models. But in later years the miniature field has grown to where many miniatures and their backgrounds are built as high as 40 feet and cover an area of several thousand square feet. Miniature building in itself is a specialty branch, and if confined to a scale not greater than one-fourth inch to the foot, it probably would do no serious injury to the carpenter field. But when they are built on a much larger scale the work is pure and simple construction work. For example, at M-G-M Studios the early part of last year, a miniature set was built and the mountain for its background was approximately 40 feet high and over 200 feet long, using several thousand feet of lumber. The IATSE are now claiming any work on a reduced

scale is miniature work, when in many cases they are built on a reduced scale for perspective purposes. This was one of the unsolved jurisdictional problems and the committee was clearly confronted with the problem of determining a proper division of the work. That could have been very easily done by a statement to the effect that sets built below a certain given scale would be considered miniatures for construction purposes and would be done by the IATSE and sets built above a determined scale would be built by carpenters. Surely the construction of a mountain 40 feet high and over 200 feet long could not logically be called a miniature.

"SEC. 7. Property building."

This was another unsolved problem and the committee made no effort to clarify properties. In recent years 75 percent of property building has been done by the IATSE but recently they have extended the term "properties" to include wagons, airplanes, automobiles, boats, trains, and hundreds of similar items which are made in whole or in part of wood or wood substitute, and are thus clearly infringing on the jurisdiction of the carpenter. .

"SEC. 8. The erection of sets on stages except as provided in section 1."

This is the work which the carpenters local 946 and local 80 of the IATSE had settled by mutual agreement (exhibit A) and which should not have been considered by the committee since it was no longer an unsolved issue within the meaning of paragraph 4 of the Cincinnati Agreement. Local 80 and local 946 were the only two organizations involved in the erection of sets on stages. Since the award the IATSE has taken the position that the agreement was only binding on local 80 and that since the erection of sets on stages had been awarded to the IATSE they set up a new local for the purpose of doing this work. The setting up of an IATSE local for the purpose of erecting sets on stages is a subterfuge based on the last paragraph of exhibit A and made possible by the A. F. of L. committee's unauthorized assumption of power to adjudicate jurisdiction over work already settled by the locals involved during the 30-day period provided for by the Cincinnati agreement. We repeat that it is apparent that the A. F. of L. committee had no right and no power to make any adjudication over the work of erecting of sets on stages because that work was no longer in dispute and had been settled by representatives of the local unions involved in the presence of their international representatives.

In consideration of the agreement with local 80 of the IATSE, local 946 conceded certain carpenter work to local 80 in return for local 80's agreement to relinquish all claims to the work of erection of sets on stages to local 946.

The IATSE International Union, however, by virtue of the A. F. of L. committee's award, has set up a new local called "Set erectors" for the purpose of doing the work of erection of sets on stages. Thus, carpenters local 946, bound by its agreement with local 80, lost jurisdiction over work rightly belonging to it and at the same time was deprived of the benefits of that agreement by the award of the A. F. of L. committee. This is the most serious paragraph of the award to local 946 and it stands to lose over 500 members unless this can be corrected.

"SECS. 9 and 70. Wrecking all sets, exterior and interior. Erecting platforms for lamp operators and camera men on stages."

This work has been done almost exclusively by the Grips for the past few years and was never seriously contested by the carpenters. Section 10 covers a lot of carpenter work relinquished by the carpenters local 946 to local 80 in consideration for local 80's promise to drop all claims to the erection of sets on stages.

Some of the sections of the directive are too broad, and no fair interpretation can be made. These sections should be clarified by the A. F. of L. committee. The producers themselves are interpreting the directive—for example, they are permitting the IATSE to build and construct all sets on stages with the exception of mill and trim work. At the present time the set erectors are laying finish floors, putting siding on walls, cutting roof rafters, shingling roofs, and hundreds of other items that have been done exclusively by the carpenters for the past 25 years. Since the award has been issued, the jurisdictional problems have grown and the IATSE continues to claim more work. Unless something is done to clarify or modify the directive, the motion-picture industry is headed for another long and bitter jurisdictional dispute for which the membership of the different locals involved will hold the A. F. of L. responsible for not definitely clarifying jurisdictional lines.

Respectfully submitted,

JAMES N. SKELTON,

(In behalf of the executive board and membership of local union 946).

Mr. McCANN. Now, Mr. Chairman, the executive council of the Screen Actors Guild sent me down a copy of their memorandum re the 1945 strike, from which Mr. Flanagan quoted when he sent Mr. Green this letter.

Now I am going to ask that this document be received in evidence as a reference exhibit.

(The document referred to will be found in the files of the committee.)

Now, are there any other exhibits, gentlemen?

You wanted to offer in evidence this afternoon something you told me about, Mr. Luddy.

Mr. LUDDY. How long do you intend to sit this afternoon?

Mr. KEARNS. Not very long.

Mr. LUDDY. This can be off the record.

Mr. McCANN. Off the record.

(Discussion off the record.)

Mr. McCANN. On the record.

Mr. KEARNS. Mr. Boren, please come to the stand.

TESTIMONY OF CHARLES S. BOREN—Recalled

Mr. KEARNS. You have been sworn, Mr. Boren?

Mr. BOREN. I have.

Mr. KEARNS. I want to announce to the press and those that have been the spectators here Mr. Boren is here at my request because I asked him to do some research to this extent, to establish throughout the various studios in Hollywood some of the occasions for jurisdictional disputes.

In other words, how these things came about, on what studio lots they took place and what they were pertaining to. He has done this research for me, he has gathered this material from all the studios that were willing or wished to make a contribution to put into the record just what some of these disputes were, whether they were of any consequence or how little consequence they were, and how important they became in really causing much trouble.

You do not have to read those, Mr. Boren, because anyone who is interested in them may read them from the record.

I merely wish you to, at my request, ask for them to be put into the record.

Mr. McCANN. Mr. Chairman, may I ask this: Mr. Boren, would you be kind enough, for the purposes of identification, if you have them in such order you could identify them, to name the studios from which you have received this data, so we would have something identifying the documents?

Mr. KEARNS. No objection.

Mr. BOREN. On each brochure here it has the name of the studio and who it was prepared by, I think, in most instances.

Mr. McCANN. That is adequate, Mr. Chairman.

Mr. BOREN. As a matter of fact, Mr. McCann, I haven't read these myself, all of them here [indicating]. But I can identify them by the heads.

Mr. McCANN. Don't let us bother.

Mr. KEARNS. They are all identified?

Mr. BOREN. They are identified.

Mr. McCANN. Mr. Chairman, I think those should be reproduced in the record and not received as exhibits.

Mr. KEARNS. Reproduced is the way I want them.
(The documents referred to are as follows:)

METRO-GOLDWYN-MAYER PICTURES,
Culver City, Calif., August 16, 1947.

Mr. CHARLES BOREN,
Association of Motion Picture Producers,
Hollywood 28, Calif.

DEAR MR. BOREN: I am attaching herewith an original and one copy of the jurisdictional disputes occurring in this studio in the last few years. I regret I cannot say with definiteness that these are all the disputes which have existed. I also regret that I am not able to properly document each of these cases inasmuch as time would not permit me to run down the record of the picture, set number, and the date upon which the dispute occurred. If such information becomes relevant and material to the inquiry in question, I would appreciate an opportunity to reedit this report.

You will notice at the conclusion of the section, entitled "Disputes in the construction department," I have listed a number of items over which disputes have occurred. Unfortunately, time and the unavailability of certain studio personnel would not permit a complete documentation of these disputes. I have attempted to accurately report the essential facts of each of the disputes mentioned in the report. However, more time perhaps might permit a better editing of the material. Anyway I hope it will be satisfactory for your purposes. Any further information I am able to give you in this regard, I will be happy to do.

Sincerely yours,

WILLIAM R. WALSH,
Industrial Relations Manager.

**LIST OF JURISDICTIONAL DISPUTES, METRO-GOLDWYN-MAYER STUDIOS, SUBMITTED
BY WILLIAM R. WALSH, INDUSTRIAL RELATIONS MANAGER**

DISPUTES IN THE CONSTRUCTION DEPARTMENT

Wave machines

At approximately Thanksgiving of 1944, B. C. DuVal, business representative of local 44, demanded the operation of wave machines which had for many years been operated by local 40. The demand was made the day before Thanksgiving and he threatened that unless I transferred the wave machines to him that he would not service the picture. However, he stated that he would consider the matter over Thanksgiving and let me know whether or not he would service the picture if he did not get the wave machines. At this time the machines were being operated in a set by members of local 40, IBEW. After the Thanksgiving holiday he agreed to let local 40 continue that shot but said if he did not get the machines next time they were operated, he would not service the picture. About 2 weeks later the same machines were in operation and over the objection of local 40 and under threat not to have the picture serviced by local 44 men the machines were turned over to local 44 men.

Elevator indicator

On the picture "Week-end at the Waldorf" we had a scene to be photographed in an elevator which presumably was going from the ground floor to the upper floors of the Waldorf Hotel. An elevator indicator had been made by the prop shop to cause lights to flash indicating the upward trip of an elevator and the light would flash as the elevator would pass each floor. Local 728 demanded to operate this indicator. It was operated on two occasions; on both occasions we permitted local 44 prop makers to operate it and asked the unions to settle it with their international.

Tombstones

We have had several arguments about who is to build tombstones, whether local 44 would build them claiming they were properties, or local 946 because they were carpenter's work. It was the claim of local 44 that tombstones were set dressing and the claim of local 946 that they were carpenter's work for an exterior set. At the time of the strike this was still being done by carpenters with local 44 threatening to refuse to dress the sets.

Boats

We have had several disputes about building of boats and sections of boats as to whether or not they are action props or whether they are sets. It is the claim of local 44 that boats are action props. We have always built them with carpenters because we claim that they are used as sets.

On the picture "Till the Clouds Roll By" we had a show boat built for the theater stage. The prop makers were given this work because it was a setting behind the proscenium arch, although there were a number of items in dispute such as the underpinning and deck and walls that were carpenter's work. However, there were a lot of hand rails and a lot of cut-outs involved in the set. In order to avoid splitting the work up between two crews the whole set was built in the prop shop. The carpenters threatened to strike and the only way we could stall it was to have the carpenters duplicate the hull and deck. I offered to pay the carpenter crew for the amount of work to be done and save the material, but this they refused and insisted on building the entire hull and deck which was never used.

Railway cars

We have had many disputes on railway cars and sections thereof. Carpenters have always built them. We claim that they are sets and local 44 claims they are action props. In one picture we were required to build the vestibule ends of several old-fashioned railway passenger cars in which the couplings and other incidental fittings were of wood simulating metal but the vestibule rails were of metal. This work had always been done by carpenters but the prop makers refused to service it unless they were permitted to put on the metal rails, the couplings, and bumpers. This was settled by giving the work to the prop makers.

Prior to the 1945 strike every time we built a railway car the practice had been to build the frame and install all the seats with carpenters, and the hand rails and hardware and incidental trim was put on by the prop makers. We would build the railway car with carpenters with the exception of the installation of the bell cords and any special effects. Through gradual encroachment by the prop makers the following evolution in our construction practice, as far as related to the construction of railway cars, has taken place. First, the hardware and baggage racks went to the prop makers, next they took over the seats, and presently they have taken over the entire construction of the railway cars. This evolution took place over a number of years and under a constant threat of the prop makers to refuse to service the set unless they got the work.

Signs

Ordinary painted signs have always been made by carpenters, frames for the signs. Local 44 claims the making of all signs (frames) because they are used as set dressings. They concede only those signs which are built into permanent structures such as signs over doorways of permanent buildings where we simulate stone work with carving on a building such as a guardian bank or post office or such building as that.

Trim and millwork

In February of 1946 a dispute arose under the directive as to who would change shingles on a roof of a house that was being erected on the stage. The carpenters claimed that the shingles were trim. The set erectors claimed it was carpenter work done on a stage. The matter was arbitrated by Pat Casey who ruled it was set erectors' work. The set erectors required us to remove the carpenters crew and put on their own people although there was only about 2 hours' work for two men left on the project. Unless we did this, they threatened to strike.

Bunks

On the picture "Anchors Aweigh," a set simulating a bunk room of an aircraft carrier had been built. The scene required the installation of steel bunks which fold up against the bulkhead. Everyone agreed the installation of the bunks was work of the prop makers. However, the dispute arose over who should bore the 52 holes in the bulkhead through which the bulk clamps would be inserted. The carpenters claimed that the work was the carpenters; the prop makers claimed the work was incidental to installing props. After 2 days of argument in which the prop makers threatened to strike if the carpenters did the work, the carpenters threatened a strike if the prop makers did the work, even though management offered to pay both crews and have a third craft

bore the holes; neither side would yield and it was finally decided to convert the bunk room into a locker room.

For the picture "Women's Army" on stage 18, the set called for a WAC barracks, dressed with double-deck bunks. The carpenters had always built double-deck bunks and the material for these bunks was already cut for the mill when local 44¹ served notice that if the carpenters built the bunks, the property men would refuse to service the set. After 2 days of argument, neither side would yield and it was then decided to rent steel Army cots instead of building bunks. We were unable in this case to correctly portray the scene.

Air ducts and pipes

On stage 24 we had a section of an aircraft carrier. The air ducts and pipes had previously been installed by the carpenters. Prop makers raised an issue over their installation, claiming that they were set dressing and insisted on their installation. Otherwise they would not service the set. This was given to the prop makers.

Walls

Under the grip contract the handling of all walls is given to the grips. On stage 15 we had a set which simulated a stage of a theater and was a part of a theater building. The grips union claimed they were entitled to erect the walls of what was the simulated portion of the theater building. Also, that they should have installed a circular stairway which in the construction of the building should have been installed when the building was erected. On this same set a violent dispute arose with the set erectors union, claiming that certain of the scenery on the theater stage should have been built on the stage instead of being built in the mill by the carpenters. No stoppages of work followed. However, the dispute consumed approximately one-half day of time of various people.

Mirrors

On stage 6, for the picture *Unfinished Dance*, the script called for a glass floor on the theater stage and behind proscenium arch. Floors of this character had always been laid by the carpenters. The prop makers claimed it was a special effect and being behind the proscenium arch, they had a right to lay it. The dispute was vigorous. However, the matter resolved itself inasmuch as it was decided to abandon the glass floor. However, in the same set the prop makers had made some frames to hold certain mirrors which would reflect the action of certain dancers in the scene to be photographed and inasmuch as the scene was depicting a rehearsal in the theater, certain action required workmen to walk over the stage carrying mirrors. Inasmuch as the prop makers were handling other mirrors, creating special effects, prop makers, members of local 44, IATSE, were assigned as actors to carry the mirrors and be photographed. The grips union, local 80, IATSE, claimed the handling of all mirrors and reflectors, etc., had been given to them by contract and insisted their men be assigned as actors to carry the mirrors. A violent argument ensued in which Mr. Holbrook, assistant business agent of local 80, threatened to close down the show unless the grips were given the job instead of the prop makers. In order to prevent the closure of the show until the matter could be settled, six additional grips were assigned to stand by, which they did for a period of one-half day until the grips union was convinced they had no right to demand the work of actors.

We have one item in dispute in relation to mirrors as follows: Mirrors in tilted frames on the walls have always been installed by the carpenters. The prop makers now claim this work. No serious dispute has arisen although many wrangles have followed the making of installation of mirrors in tilted frames.

Courtroom railing and seats

On stage 18 we had a courtroom scene which consisted of a replica of an entire courtroom without side walls. The action required that a moving camera boom move through the courtroom, drawn down the aisle to a close-up of the judge on the bench. This required the removal of the courtroom benches and the railing which usually divides the spectators and the attorneys and litigants. In order to facilitate the removal of the railing, the prop makers had put the rail on casters. It is normally grips' work to clear the way for the camera boom, irrespective of what equipment is to be moved. Mr. DuVal of local 44

¹ Property local, IATSE.

raised a very vigorous dispute over the removal of the benches by grips inasmuch as benches are normally set dressing handled by prop men, and also the removal of the railing because the prop makers had installed the casters on the railing. He claimed some special effect was involved. However, neither the benches nor the railing were involved in the photography nor were they involved in any of the action. The dispute raged for some time. No delay was encountered, but a great deal of unpleasantness and harassment arose out of it. The grips continued to do the work.

Waterproofing of tanks of stages

In the waterproofing of tanks, it has always been the work of the carpenters to build the bulkheads for the tanks, line the same with tarpaper and apply the tar. By gradual encroachment the prop makers first obtained the application of the tarpaper and tar. They next obtained the building of the bulkheads for the tank and now they claim the underpinning, bulkheads, tarpaper and tar and are now doing the entire job.

Lampposts and light standards

In May of 1946 we had a street on lot 2 which involved the installation of lampposts along the street and on the railing of a bridge over a river. Customarily it had been the work of the carpenters to install all lampposts and light standards in light scenes. When the plans came down, an argument followed, which was arbitrated by Mr. Patrick Casey, which resulted in the following: That the light standards and lightposts which are attached to the bridge were to be given to the carpenters because they simulated a permanent structure. The light poles and standards on the street were given to the prop makers because conceivably this was only a temporary stage setting and might be used for some purpose other than a street.

Dummy barricades

For the picture *The Beginning of the End* it was necessary to erect dummy barricades simulating the blockade of a bridge, which consisted of a post in the ground and arms similar to the railway crossing guard arms, pointing upward at an angle. This had always been done by carpenters. The work was performed by carpenters in the mill as was their custom. The prop makers raised the issue that it was set dressing of a temporary nature and should be done by them. However, the work having been started by the carpenters, they finished it.

Bars

On the picture *The Mighty McGurk*, on stage 18, the scene required the installation of a bar. The back bar was wild (mounted on rollers) and the front bar was a stock bar which required the addition of 6 feet on one end and 6 foot return on the short end of the bar. A violent dispute arose between the carpenters and prop makers on (a) who should install the back bar and (b) who should build the extension on the front bar and return. The carpenters claimed the work was historically theirs. The prop makers claimed that the bar and back bar were fixtures and therefore set dressing. The dispute lasted for several days, holding up the commencement of production. Finally it was settled by permitting the carpenters to install the back bar because there was no set wall behind the back bar, and the prop makers built the return and the extension of the front bar.

Projection room

In the picture *Merton of the Movies* the set required the building of a projection room. The prop makers claimed the building of the back wall of the projection room because the back wall simulated a projection booth which they claimed was set dressing, when in fact, the back wall contained a square hole approximately 12 inches in diameter through which light was projected to simulate the projection of a picture. Eventually study of the plan and much argument convinced them they should withdraw the claim.

Marquees and awnings

On the New York street a set required the building of a marquee which eventually involved the disputes with the Carpenters Local No. 946, Grips Local No. 80, and the Prop Makers Local No. 44. The prop makers contended that the marquee was an extension of the building and therefore should be built

by prop makers as set dressing. The carpenters claimed it was an actual part of the structure and was part of the carpenters' work. The grips asserted a claim to the marquee because the marquee was covered by canvas. Inasmuch as the carpenters had started the work, they were permitted to finish it.

An arbitration by Mr. Casey resolved the dispute on marquees as follows: Any marquee which extended over the sidewalk and was supported by legs running from the sidewalk to the marquee should be the work of the carpenters. Any marquee that extended out over the street and was supported by supports running back to the building and above the marquee should be done by the prop makers.

Similar disputes have arisen over awnings between the grips, prop makers and carpenters inasmuch as sometimes the frames supporting the awnings are of wood, sometimes of metal. Each craft claims the right to build the supports for awnings.

Diffusion frames

A long-standing dispute existed between the carpenters and the grips over the construction of the catwalks between the poles of permanent diffusion frames. In the building of our permanent streets we erected diffusion frame poles approximately 40 feet in height and used them as part of the building support for the structure. Between these poles catwalks are built to be used by workmen in the pulling of canvas and the mounting of lamps. Inasmuch as the grips customarily and by contract erected temporary diffusion frames, they claimed the right to the erection of the permanent diffusion frames, while the carpenters contend that the poles which are part of the diffusion frames are, in fact, part of the building structure. While no actual work stoppage has taken place, there have been many threats on the part of the grips to refuse to use catwalks erected by carpenters. The argument is renewed each time a permanent diffusion frame is erected. Carpenters lay no claim to the wiring of the frame after it is erected.

About 60 days ago, owing to a change in production plans, we had certain prop makers who were called for work, and no work was available for them in prop making. Inasmuch as some of the permanent diffusion frame poles had rotted off, we assigned the idle prop makers to put in supporting poles next to the rotted ones, known as a stub pole. While this work was in progress the Grips Local No. 80, IATSE, complained that local No. 44, IATSE, prop makers, had no right to do any work on the diffusion frames. The management took the position the work belonged to no particular local, as it was labor work in the maintenance of permanent plant equipment, and, therefore, we had the right to utilize the time of the idle prop makers. Much argument ensued, and the grips local finally withdrew their claim.

Airplanes and airplane exteriors

We have a number of disputes about the building of airplanes, airplane exteriors, and large interior sections of airplanes. Local 44, IATSE, has customarily built the airplanes and airplane exteriors. However, large interior sections we have contended were sets and always have been built by the Carpenters' Local 946. Each time one of these large interior sections of airplanes would be built a dispute would arise with the Prop Makers Local 44, IATSE, claiming same was a mode of transportation and belonged to them. No stoppages resulted from such disputes.

Fences

Local 44, IATSE, claim all fences. We had a location going to Utah on the picture Boys' Ranch, on which two sections of fence were built by carpenters in the mill and shipped to the locations. Local 44 claimed that inasmuch as fences were set dressing it should have been built by local 44. There is a constant dispute over the building of fences between Carpenters' Local 946 and Property-makers Local 44 under the directive, claiming that fences either constitute exterior sets when built outside of a sound stage or that the fence is part of the dressing of the set and is therefore a prop.

Deck of a ship

In one picture, the name of which the writer does not recall at the moment, we had a set which simulated the deck of a Liberty ship on which all the action took place. The property makers claimed that it was a section of a ship and therefore

was a mode of transportation, which they claimed. It was management's position that it was a set, because the action contained in it was a dance number. This was built by the carpenters, although claim was made by the property makers.

In the picture Adventure we had a set which was the deck of a Liberty ship in which a substantial amount of the action took place. This also was claimed by the property makers, although built by the carpenters.

Stones and rocks

One set required the building of a divided piece of roadway with a large rock in the center of what would be the parkway. Carpenters had customarily done this work, and it was claimed by local 44 that it was a set dressing.

Within the last 90 days a dispute arose over a rock set on stage 12 wherein the set erectors from local No. 468, IATSE, were making the repairs to some of the rocks that were previously used on stage 12, and the claim was asserted against set erectors by local No. 44, IATSE, claiming that the rocks were part of the set dressing, and therefore work of local No. 44. Local No. 468 maintained that the work was carpentry work, done on a stage, and therefore theirs. Inasmuch as No. 468 had started the work, they were permitted to finish it. Additional rocks for the same set were being built in the mill, and local 44 objected to their being built in the carpentry shop until they discovered that local 44 men were doing the work in the carpentry shop.

Practical fireplaces

Carpenters have customarily built practical fireplaces to the point where the plasterers come in to finish them. Local No. 44 claims the building of practical fireplaces on the basis that it is a special effect. No serious dispute has arisen out of this particular item. However, much time is lost in wrangling and discussion.

Curtain travis

Backstage rigging by contract belongs to the Grips Local No. 80, IATSE. However, when a complex travis is required, the grips do not have people competent to do that work, in the opinion of management and, therefore, the work is done by local No. 44, IATSE. Each time this is done a dispute arises, but the work is done by local 44.

Crating for location

There have been many disputes between local 44, IATSE, and local 946, carpenters, as to who should be permitted to build the crates for materials shipped on location, irrespective of what the material is. Each time a location is shipped out when these two locals are both at work, many arguments attend the crating of the material.

Teamsters' dispute

In April of 1946, Local No. 399, International Brotherhood of Teamsters, Chauffeurs, etc., refused to drive a high lift that had been serviced by a member of local No. 1185.

Painters' dispute

WYe were making some prop sombreros of plastic. The plastic was being applied with a brush. Someone complained to Mr. Herb Sorrell, business representative of local 644, painters, that propmakers Local No. 44, were doing painting. Without further investigation, Mr. Sorrell ordered the propmakers to cease for the time. Otherwise, he would pull his painters. After some argument, he finally agreed to let the shift which had just started finish the shift, inasmuch as it appeared the work would take several days, but stated that we had better have all of the propmakers bring their brushes the next morning, because we wouldn't have any painters. He was induced to come to the studio the following morning and, upon inspection, found that the work was not within his jurisdiction. No further action was taken.

Painters' dispute with machinists

In the laboratory it is necessary to cover some of the material with a non-corrosive substance to resist developing acids. This is part of the maintenance of the laboratory machinery, and is customarily done by machinists. The noncorrosive material is applied with a brush. Mr. Sorrell contended that anything applied with a brush belonged to him. Therefore, he had to have it. After much argument, he finally withdrew his claim.

Miscellaneous disputes

The following is a list of items concerning which we have had many disputes. Time and unavailability of certain studio personnel render it impossible to set down the details of each of these disputes with accuracy. Therefore, the writer is listing the dispute and the unions doing the work and the one claiming.

Church pews: Built by Carpenters Local 946, claimed by Propmakers Local No. 44, IATSE.

Counters: Built by Carpenters Local No. 946, claimed by Propmakers Local No. 44.

Bars: Built by Carpenters Local No. 946, claimed by Propmakers Local No. 44.

Back bars: Built by Carpenters Local No. 946, claimed by Propmakers Local No. 44.

Seats: Built by Carpenters Local No. 946, claimed by Propmakers Local No. 44.

Cafe booths: Built by Carpenters Local No. 946, claimed by Propmakers Local No. 44.

Shelving: Built by Carpenters Local No. 946, claimed by Propmakers Local No. 44.

Bookcases: Built by Carpenters Local No. 946, claimed by Propmakers Local No. 44.

Cabinet work: Built by Carpenters Local No. 946, claimed by Propmakers Local No. 44.

Kitchen cabinets: Built by Set Erectors Local No. 468, IATSE, and claimed by Property Makers Local No. 44, IATSE.

DISPUTES IN THE MECHANICAL DEPARTMENT

Neon signs

We have had many disputes between local 728, IATSE, and local 40, IBEW, in regard to the hooking up of neon signs on sets. This work has always been done by local 40, IBEW, but every time we have a neon sign, the men of local 728, IATSE, put up an argument, contending they are entitled to hook up the sign, inasmuch as their contract gives them practical wiring on sets.

Star backings

In the past local 40, IBEW, has always wired star backings. Just prior to the strike of 1945, under pressure from the IATSE, the work was changed to local 728, IATSE.

Miniatures

The wiring of miniatures had always been done by local 40, IBEW, and under pressure from the IATSE, this work was transferred to local 728, IATSE.

Traveling crane

Within the past 3 years we have erected a traveling crane on stage 30 on three different times. This traveling crane operates the entire length of stage 30, approximately 300 feet, and carries an elevator which is the camera platform, the elevator operating from the stage floor to the truss members, a distance of approximately 50 feet. The usual action required of this traveling crane is that while the crane travels the length of the stage, the elevator proceeds either up or down, carrying the camera crew and equipment to photograph the desired scene. Under the grips' (IATSE) contract, they are entitled to erect camera platforms. The grips, IATSE, claimed that the erection of this traveling crane belonged to them. The management claimed the grips had no competent men to erect it. On two occasions it was erected by prop makers, IATSE. The installation of the electrical motors and controls had been performed by local 40, IBEW. This installation was claimed by Local No. 728, IATSE. On two occasions the installation was made by local 40, IBEW. The operation of the electrical controls was claimed by local No. 728, IATSE, and on two occasions, the same had been operated by local 40, IBEW, by reason of their having installed it.

During the second time this traveling crane was being installed and operated a violent dispute arose between locals 80, 44, and 728, IATSE, over the operation of the equipment. The supervision of the installation and operation was by a local 44 foreman. Certain local 44 men were engaged in the operation, and one local 40 man (IBEW) was engaged in the operation. I demanded the international settle the dispute. International officers and representatives and representatives of the business agents appeared on the lot and heard the arguments

of the various locals, and after the arguments were heard the local 44 foreman said to me, in substance, that other locals might have competent men to operate the equipment, but if they did, he would not be responsible for the safety of the men and equipment on the camera platform, and if I made any change in the crew, I had better get another boy. Mr. Prior, a member of local 40, IBEW, had made the installation of the motor and controls and was operating part of the device. Mr. Brown, the local 44 foreman, told me he had entire confidence in Mr. Prior and no one else inasmuch as he and Mr. Prior had been doing this type of thing for approximately 25 years, and if Mr. Prior went off the job, he would too. I then told Mr. Brewer, of the IATSE, the safety of the people involved was a matter of deep concern to us, and I would not take the responsibility for changing the crew; that, after all, they were all his members, and if he wanted to jeopardize the safety of his men, it was up to him. Mr. Brewer said to leave things as they were, but the next time we installed and operated the crane the installation of the mechanical features should be done by the grips, the installation of the electrical motors and controls be done by local 728, electricians, and it should be operated by members of No. 728.

On the third occasion in which we erected this device, it was erected by grips. They had struck the equipment from the second operation and had been foresighted enough to number each piece of equipment so they would know how to put it back together again. Local 728, IATSE, made the electrical installation. Aside from the fact the work took longer than it would have taken if we had been allowed to use discretion in using employees, the device was erected and put in operation, it being operated by local 728, electricians. However, during the installation of the electrical equipment, local 40, IBEW, complained the installation of the electrical motors and controls was properly their work. Also, inasmuch as we were regulating the speed with which both the elevator arose and descended and the crane traveled through its transverse by controlling the voltage output of the generators, local 40, IBEW, claimed that under the directive local 728, IATSE, was operating a generator, which in fact was true. Local 728 took the position that they were not operating the generators. They were merely operating the crane and elevator; inasmuch as after a day or two of argument we failed to arrive at an amicable settlement of this problem, I solved it by putting on a standby member of local 40, IBEW, to sit in a chair by the generator on the stage to read a magazine while members of local 728, IATSE, operated the device.

Traffic signals, installation and operation

We have had a number of disputes over the installation and operation of traffic signals, which are customarily built and installed by local 44 as action props. After the installation there usually arises a dispute involving three unions in this way: (a) Whether local 728 or local 40 should wire the signal and the device controlling it; (b) whether Local 728, IATSE, or Local 44, IATSE, should operate the traffic signal, local 728 claiming it is an electrical device and local 44 claiming it is a special effect.

Merry-go-rounds

In the picture "Great Ziegfeld" we had a merry-go-round. The merry-go-round and the mechanism for its operation were installed by Local 44, IATSE. Local 40, IBEW, installed the motor furnishing the power supply and the controls for those motors. The dispute then arose between Locals 728 and 44, IATSE, as to who should push the button to make the merry-go-round go round. The pushing of the button was given to Local 728, IATSE, who insisted on being paid the special operator's rate, which is higher than the regular lamp operators.

Escalators

In the picture "The Clock" we had an escalator being installed by Local 44, IATSE, on a set which was replica of Pennsylvania Station on stage 15. The power supply was installed by Local 40, IBEW, and a dispute arose between Local 728, IATSE, and Local 44, IATSE, as to who should push the button to operate the escalator. This was finally given to local 728.

Moving gas wind machines

In the picture, "This Time for Keeps," on stage 30, with a full troupe in operation, it was necessary to move a gas wind machine. Local 399, teamsters, claimed it was their work to move a gas wind machine. An order had gone out to send in a crew of No. 399 members to move the machine. They were late in reporting, so the chief set electrician and a crew of No. 728, IATSE, members moved the

wind machine. Members of local 399, teamsters, protested vigorously to their union. Nothing, however, was done about this dispute.

Lighting effects

In "Beginning of the End," on stage 15 we had a set which required a lighting effect which had to be done on cue and the effect produced by controlling the voltage output of the generator. A vigorous dispute arose between management and Local No. 40, IBEW, on the basis that we were operating a generator with Local No. 728, IATSE, members. This, in fact, is true. However, the position of the IATSE, Local No. 728, was that they would not permit Local No. 40, IBEW, men to operate any electrical device on the stage. Local No. 40 did not threaten to strike and, without waiving their right to lay further claim to operations of this character, permitted the work to go on.

Dressing rooms and make-up tables

Previous to the directive of December 26, 1945, local 40 had performed the work of the electrical hook-up of dressing room and make-up tables on stages. Since the directive this work has been given to local 728. Local 40 continues to dispute the right of 728 to do this work. While the dispute has not reached serious proportions, it is a source of continual wrangling and waste of time.

Treadmills

Prior to the 1945 strike treadmills were installed and operated by local 40. We have recently built a new treadmill which presently is installed by 40 over the objection of 728. The speed of this treadmill is regulated by controlling the voltage of an electrical-generator set. This is presently operated by local 728, and 40 protests the operation on the claim that we are operating a generator which work is given to them by the directive. Local 728 claims they are operating the treadmill and not the generator. Other treadmills not requiring generators are being operated by 728, IATSE, without protests from local 40.

Chandeliers

Chandeliers are under the custody and control of the electrical-fixture department of the property department. The chandelier is made practical (wired) by members of 728, employed by the property department, and hung in place by members of local 44, IATSE, employed by the property department. During the course of shooting a scene on stage 6 from the picture "Speak to Me of Love," the action required a chandelier be raised out of the path of a traveling camera boom, and after the boom had passed, the chandelier be lowered into the area being photographed. The chief set electrician refused to touch the chandelier and have members of 728 do the required work. An argument ensued and was finally settled by ordering the chief set electrician to perform the work. On the same set several other chandeliers had been hung and in relining the set for different camera shots it was necessary either to move these chandeliers from one side to another or raise them or lower them, depending on the problem involved. The chief set electrician claimed that this was work of 44, who originally installed the chandeliers, and he was finally convinced that he should do the work, because the jurisdictional award between the locals said that local 728 should be in charge of the electrical fixtures after the camera moved into the set.

Machinists

In October of 1944 a long-smoldering dispute between local 1185, International Association of Machinists, and local 44, IATSE, flared up. Local 1185, IAM, claimed jurisdiction over all of the machines upon which machinists worked and claimed the exclusive right to the work of the machinists. Local 44 claimed that only members of local 44 were entitled to do machinists' work, on objects, the end product of which would be used in production. Local 44 claimed that members of local 1185 should be restricted to performing work on objects which constituted maintenance and repair of plant equipment. Mr. Herb Sorrell and Mr. D. T. Wayne served notice on Mr. Lew Colb and William R. Walsh of M-G-M that unless by a certain date, which the writer recalls to be approximately September 1, 1944, that 1185 members be permitted to work on all machinists' claimed jurisdiction that our studio would be struck. This dispute was eventually compromised, including the two locals to submit the matter to their international presidents for determination, and pending such determination, the disposition of work would be substantially as follows: Employees carrying 1185

and 44 membership cards would be permitted to work on any product. Employees carrying only 1185 membership cards would be permitted to work only on those products which were to be used in the maintenance and repair of plant equipment, that any new employees would be hired from one local or the other after consultation with both locals. This condition of affairs persisted until the strike in March of 1945.

Airplane mount

Sometime shortly after the settlement of the strike in October of 1945 we were repairing an airplane mount which was to be used in front of a process screen. This airplane mount required servicing to the transmission and reduction gear. When the work came into the machine shop, a 44 man was put on the work. Local 1185 claimed that it was machinists' work, and they would strike unless an 1185 man was placed on the work. Some subforeman in the mechanical department ordered the 44 man removed from the job and an 1185 man placed on it. Local 44 immediately notified the industrial-relations department that they would strike unless the local 44 man was returned to the work. The local 44 man was returned to the work and 1185 was finally convinced that under the previous settlement of jurisdiction the local 44 man was entitled to finish the job.

Miscellaneous jurisdictional disputes

Mechanical-department employees may do work in the foundrymen's craft, the blacksmiths' craft, the sheet-metal craft, and the welders. Local 44 claims that all work of the above is work of prop makers, and therefore they insist on the right to supply the men for that work. While no one of the disputes involving these crafts have reached proportions from time to time, arguments, wrangling, and trouble is caused by it.

PARAMOUNT PICTURES, INC.,
WEST COAST STUDIOS,
Hollywood, Calif., August 16, 1947.

Mr. CHARLES BOREN,
Hollywood, Calif.

DEAR CHARLIE: In order to refresh your memory on the various jurisdictional difficulties encountered between approximately January 1, 1945, and the present time, the attached outline has been prepared. Time and space do not permit great detail, but a specific example is given exemplifying each of the general jurisdictional controversies.

The outline lists, as you will notice, 28 combinations of local unions between whom jurisdictional differences existed, or still exist. These local unions are used as major headings, and under each heading is a general statement concerning the major jurisdictional controversies. Then, in more detail, is specific delineation of individual conflicts, as they occurred.

The dates indicated are in all cases approximate, inasmuch as many jurisdictional difficulties arose during this period, and it is impossible to affix an actual date to any of them.

Kindest regards.
Sincerely,

T. J. LEONARD.

JURISDICTIONAL DISPUTES

Between Carpenter Local No. 946 and IATSE Property Local No. 44

Basic jurisdictional conflicts arose over the definition of the word "prop" or "dressing," local No. 44 contending that such items as bars, back bars, bookcases, seats, trains, airplanes, boats and so forth, were all action props or set dressing, as the case might be; and local No. 946 contending that these items were merely parts of a set, and, as such, carpenter work. The claim of local No. 946 to the use of all woodworking machinery also caused furniture to become a highly controversial item.

Date: March 1945; stage 3, California studio; Army short

Controversy.—Carpenters built and set crosses for exterior of graveyard. Cappy DuVal claimed crosses were "dressing," and should be built and set by prop makers; threatened vague but serious results if demand was not granted. Set delayed approximately 1 day.

Disposition.—Studio contended that crosses were part of set, inasmuch as they were the only means of identification for graveyard. Agreed that on any future sets of the same nature, that local No. 946 would build crosses, but if graves were mounded, prop-makers would build and set crosses, inasmuch as mounds would constitute the set, and crosses in that case would be dressing.

Date: February 1945; stage 16; Masquerade in Mexico

Controversy.—A series of set pieces were built by carpenters for staging musical numbers in the patio of a hacienda. Cappy DuVal claimed their building, contending that their use made them pieces of stage dressing. Set held up three shifts, pending settlement.

Disposition.—It was finally agreed that the hacienda was not a stage setting, and DuVal allowed work to continue.

Between Carpenter Local No. 946 and IATSE Local 80, Grips

Basic jurisdictional conflicts consisted of a difference of opinion in what constituted "quantity" in the building of new grip equipment; moving and resetting sets, particularly before the sets in question had been photographed; the building of permanent backings when constructed of wood and plaster; handling and setting stock walls, and the building of platforms when it was not entirely clear whether these platforms were set platforms or working platforms.

Date: February 1945; stage 18; Too Good To Be True

Controversy.—Grips built platform in connection with legged-up set. Work stopped by Jim Skelton, of local No. 946, pending conference with Bill Barrett of local No. 80.

Disposition.—It was determined that platform was shooting platform, and work was completed by members of local No. 80.

Between Carpenter Local No. 946 and IATSE Local No. 468, Set Erectors

Basic jurisdictional conflict arose from lack of definition contained in December 1945 directive, of the words "trim" (which was to be applied to sets by members of local No. 946) and "set erection" (which was to be done by members of local No. 468).

Date: July 1946; stage 14; Unconquered

Controversy.—Where the trim began and the set ended in the construction of a large wooden sailing vessel. Work was held up approximately 3 weeks, started and stopped after that intermittently as new controversies arose, based on the original premise. Work was stopped alternately by locals No. 946 and No. 468.

Disposition.—Each individual controversy on this set called for trading back and forth of various phases of the work, which allowed it to proceed, after a fashion. Construction work was finally completed under protest by local No. 946, and because of this, painters refused to paint set. Finally, due to general curtailment of other scenic work because of work stoppage on this set, set was allowed to be painted and photographed.

Between Carpenter Local No. 946 and Labor Local No. 724

The general jurisdictional conflict between the Carpenter Local No. 946 and Labor Local No. 724 arose over the question of constructing stage floors or portion of stage floors for the purpose of building sets or in order to install new stage floors. There also arose controversy over tarring tanks and the operation of sand blasting equipment.

Date: December 1944; stage 1; permanent construction

Controversy.—No. 946, carpenters, removed sections of stage floors preparatory to installing new flooring. Lou Helm of Labor Local No. 724 protested and work was held up pending conference with James Skelton of local No. 946.

Disposition.—It was agreed that laborers should work in conjunction with carpenters in removing flooring. The work proceeded.

Between IA Grip Local No. 80 and Labor Local No. 724

Jurisdictional differences between these two locals have been very slight arising only over the handling of set walls during set strikes.

Date: December 1946; stage 8; Saigon

Controversy.—A portion of the set was to be saved and another complete portion was to be struck. Laborers commenced striking portion of set in place on stage while grips folded portion to be saved. Grips claimed they should fold all walls. Work discontinued pending conference.

Disposition.—It was agreed that portion of set to be struck completely could be demolished in place on stage, and work continued.

Between IATSE Grip Local No. 80 and IATSE Labor Local No. 727

Jurisdictional controversies have arisen over the exact manner in which sets are to be struck or how hold sets should be handled principally as regards where the grip work stops in handling of walls, and where the labor work begins.

Dates: Various

Controversy.—Disputes are of a minor nature, and more annoying and harassing than serious.

Disposition.—Dependent upon the individual circumstances surrounding the current dispute.

Between IATSE Grip Local No. 80 and IATSE Property Local No. 44

A variety of disputes have arisen between these two locals based on the following conditions: Moving walls while shooting on sets depicting modes of transportation such as busses, airplanes, boats, etc.; the setting and lining up of sets depicting modes of transportation in front of transparency screens; the handling and setting of cloud shadow glasses; the handling and setting of tree branches for shadows; the handling and setting of miniature cutout backings; the rigging, setting, and operating of slot boxes and mechanical gags on back-stage settings; the hanging and fastening of sparklers and windows effects on backings and screens; the rigging, setting, and operating of mechanical gags for main-title shots and inserts; constructing and setting canvas awnings and canopies, and the making of sails for ships.

Date: April 1946; stage 18; Unconquered

Controversy.—The setting and handling of contour cut-outs for a miniature set was done by members of local No. 44. Grip Local No. 80 protested and work was held up on the set for approximately 2 days.

Disposition.—Disposition was referred to the IA. International which ruled that members of local No. 44 should finish the job.

Between Painters' Local No. 644 and IATSE Grip Local No. 80

Jurisdictional disputes between these two locals are rather slight and few in number. The principal disputed points are pasting and gluing muslin to walls and flat surfaces; applying tinfoil to new reflectors and repairing tinfoil on old reflectors; spraying water with air guns on the reverse side of backings, for shrinking purposes.

Date: July 1946; stage 15; Emperor's Waltz

Controversy.—Members of local No. 80, grips, in applying muslin to frames were forced to paint a portion of the muslin on the door jamb soffits. Carl Head, local No. 644, protested the use of paste and brushes for this purpose, and work was stopped on the sets, pending investigation and determination.

Disposition.—It was agreed that grips would not use either paste or brushes, but would glue the necessary portion with casein glue, and the job was finished in this way.

Between Painters' Local No. 644 and IATSE Property Local No. 44

Jurisdictional dispute between these two locals was comparatively slight, the principal points of difference being: Applying frost effects to windows; using air brushes for spraying latex; applying gold and silver foil on cardboard, to simulate money; stenciling names and numbers on boxes and equipment; spraying ground with large quantities of nigorsene from tank trucks.

Date: March 1944; stage 5; Road to Utopia

Controversy.—The application of frost lacquer to windows in order to simulate frost was being done by painters when protested by local No. 44. All work was stopped on the set, pending settlement of the dispute.

Disposition.—Dispute was never satisfactorily resolved, but painters continued frosting the windows, while a propmaker was also paid for merely being on the job.

Between Painters' Local No. 644 and Labor Local No. 724

Various occasions on jobs under controversy. Local No. 644 contended that the operation of bucket pumps was painter work, and not laborer work, as had been historically the custom at this studio.

Dates: Various

Controversy.—Pressure was exerted, and on occasion even the laborers employed on this work asked to be prorated to painter's rate.

Disposition.—It was agreed by all parties to allow painters to do this work.

Between Painters' Local No. 644 and Painters' Local No. 644

Within the painters' local itself, jurisdictional differences arose between the decorators sign writers, and scenic artists on certain types of work. This work was mostly of an ornate nature, such as might be exemplified by a large sign containing ornamental scroll work; a portion of a portrait, and the lettering of the sign itself—each group contending that the work rightfully belonged to it.

Date: August 1946; paint frames; Unconquered

Controversy.—A large ornate sign of the eighteenth century design had portions that might be done by decorators, scenic artists, and/or sign writers. Work was held up pending straightening out this situation with the painters' union.

Disposition.—Lay-out of sign was made by scenic artists, and all portions of the sign were painted by scenic artists with the exception of the actual lettering.

Note.—Of the three classifications involved, scenic artists receive the highest rate of pay.

Between IATSE Property Local No. 44 and IATSE Lamp Operators' Local No. 728

Jurisdictional dispute arose between these two locals primarily because of electrical work that is necessary in the manufacture and operation of props, miniatures, or effects.

Date: 1946; stage 4; department store set

Controversy.—The wiring and operation of a lighted elevator floor indicator—local No. 44 claimed the operation of this indicator after they had installed it, and local No. 728 contested same.

Disposition.—Dispute was referred to IA international for determination and international ruled in favor of local No. 44.

Between IATSE Property Local No. 44 and IATSE Set Erectors' Local No. 468

This is essentially the same as the controversy that existed between local No. 44 and carpenters' local No. 946, namely, where a "set" ends and "dressing" begins.

Date: April 1947; stage 5; Dream Girl

Controversy.—Set erectors, as they had done in the past, installed imitation metal stairs, rail, hedges, frames, and metal grill. Local No. 44 protested on the basis that these items were "dressing." Cappy DuVal stopped work on the set, refusing to allow work to be done on other portions and insisted upon rebuilding the items in question before releasing the set.

Disposition.—Set was released on the agreement that in the future such work would be referred to and performed by members of local No. 44. This demand of local No. 44 was backed up by IA international.

Between IA Property Local No. 44 and IBEW Local No. 40

Principal points of issue between IA property local No. 44 and IBEW local No. 40 are as follows: Manufacturing and wiring light fixtures; installing, wiring,

and hooking up electrical motors for effects, and such action as turning airplane propellers, etc.; wiring, installing electrical traffic signals; installing "hot lights" in automobiles; installing and operating portable boilers, pumps, and compressors.

Date: February 1946; stage 9; O. S. S.

Controversy.—Local No. 44 installed a small electrical motor geared to turn silently an airplane propeller. Local No. 40 protested, and a meeting was held for the purpose of settling this disputed point. The job had been completed, however, and production was not held up.

Disposition.—Inasmuch as the job had been completed, neither local would back down from their original position, and the point has never been resolved satisfactorily.

Between IA Local No. 44 and IA Local No. 1185

IA property local No. 44 has for a number of years claimed as its jurisdiction all machine-shop work done in connection with props.

Date: December 1945; general demand

Controversy.—Studio was informed by Mr. B. C. Duval that commencing January 1, 1946, we should prepare to turn over to local No. 44 all machine work to be done in connection with props or effects. He indicated that he expected the prop shop to be adequately equipped to handle such work. Mr. Duval indicated that if this demand was not acceded to that serious consequences would result.

Disposition.—Mr. Duval's demand was not acceded to and later developments culminating in the strike of March 1945 apparently delayed whatever action was contemplated.

Between IA Property Local No. 44 and IA Machinists' Local No. 789

The situation existing between these two locals is approximately the same as the former situation between local No. 44 and No. 1185.

Date: June 1947; general demand

Controversy.—IA Property Local No. 44 demanded metal work in connection with props and set dressings. This demand was backed up by the IA international. When it was not immediately acceded to, work stoppages occurred.

Disposition.—The installation of metal units on the stages was given to local No. 44 and some simple mechanical jobs were performed by members of local No. 44, however, recently the IA international has reversed its original demand and much of the machine work is now being performed as originally by members of local No. 789.

Between IA Machinists' Local No. 789 and IBEW Local No. 40

A certain amount of conflict exists between these two locals inasmuch as local No. 789 performs machinists' work and local No. 40, performs electrical generator work within the same job. In between these two definite jurisdictions is a "no man's land" composed of floor lay-out and mechanical work of a general nature.

Date: May 1947; general demand

Controversy.—Each local claimed floor mechanical work.

Disposition.—It was mutually agreed by all parties that floor mechanical work would be the common property of no one local but that each local would have men working in that category.

Between IA Property Local No. 44 and IA Labor Local No. 727

The basic jurisdictional dispute between these two locals is one in which the principal bone of contention is the amount of general assistance that may be accorded members of local No. 44 by members of local No. 727. In other words, there are a variety of jobs within the jurisdiction of local No. 44 that required assistance of a completely unskilled nature. Local No. 44, however, contends anyone working in connection with props or dressings be members of local No. 44. For instance, loading and unloading props from trucks, handling, and storing theater seats, rendering general assistance in tanks either in boats

or while equipped with waders, the moving of large props after their completion in the prop shop to the stage, and the screening of pools and tanks to insure clarity.

Date: April 1946; Chatsworth location; Perils of Pauline

Controversy.—Several laborers rendered general assistance in the unloading from a truck of a large captive balloon. Upon the inflation of the balloon, it was necessary for the laborers and the prop shop men on the job to hold ropes attached to the balloon to prevent its ascension, and in the course of the day, to guide the balloon by means of these ropes to various locations. It was demanded by Property Local No. 44 that these men from local No. 727 be paid prop makers wages because presumably they were doing prop makers work. The laborers involved also demanded these wages in spite of the protest of local No. 727 that they were doing only labor work.

Disposition.—In order to meet the shooting deadline, the demand of local No. 44 was granted and, further, the laborers were removed the following day and replaced with bona fide local No. 44 members.

Between IATSE Property Local No. 44 and Labor Local No. 724

The jurisdictional controversies between these two locals have been comparatively slight, and are mostly concerned with the following points: The moving and handling of theater seats and pianos; the burning and aging of lumber for set purposes; and the removing of bark from real logs.

Date: October 1946; stage 16; Unconquered

Controversy.—Local No. 44 protested local No. 724 removing bark from trees to be used as a stockade. Laborers were using draw knives, hand axes, and similar tools in removing the bark. Work continued while conferences were held with Cappy DuVal, of local 44.

Disposition.—Mr. DuVal's point rested on the use of specialized tools by common laborers. It was agreed by the studio not to use these tools but rather, inasmuch as the desired effect was one of roughness, to have laborers use claw hammers and spades to remove the bark. Laborers completed job in this manner.

Between IATSE Property Local No. 44 and Costumer Local 705

A dispute existed for some time over the division line between props and costumes such as gun belts, holsters, swords, canes, shields, etc. This dispute did not result in any actual work stoppage, but caused frequent delays, due to differing opinions between employees belonging to the two locals. The dispute was settled between Mr. DuVal, of local No. 44, and Mr. Ellsworth of local No. 705, and no difficulties have been experienced for approximately 2 years.

Between Conflicting Groups Within Property Local No. 44, IATSE

Jurisdictional disputes have arisen between groups within local No. 44 itself. These disputes have been principally between property men and prop makers, and have been caused primarily over a difference of opinion as to such items of work as preparing character dressing, such as rattan boxes or baskets or refurbishing specialized props. The question of work upon some action props, such as covered wagons, etc., has arisen over the proper individuals to handle work such as installing bows and canvas or hooking up wires and putting automobiles through a shot, etc.

General

Controversy.—As listed above. No work stoppages have occurred; merely friction between employees.

Disposition.—An insistence and a general agreement by the locals that any work requiring specialized tools or skills be performed by the prop makers (at a higher rate), and any general unskilled work to be performed by the property men.

Between IBEW Local No. 40 and IATSE Local No. 728

The general basis of dispute between these two locals had its foundation in the insistence of local No. 728 that their members perform all work on the stage in connection with the shooting company and effect all running repairs.

Date: November 1945; stage 8; Hal Wallis production

Controversy.—Within this studio members of local No. 40 had always plugged in and hooked up portable dressing tables and make-up rooms on the stages. For a period of a month or so, Mr. Dennison, of local No. 728, had protested this work as belonging to his local. The studio refused to change its practice, and on the Saturday in question Mr. Dennison pulled the main switch on stage 8, completely stopping production. He subsequently shut down all other production on the lot for a period of 45 minutes.

Disposition.—The IATSE international was brought into the picture, and power was restored pending controversies to reach a settlement. Local No. 40 continued to do work of this type until a clear-cut definition of jurisdiction on this point could be established between the two unions.

Between IBEW Local No. 40 and IATSE Local No. 695, sound

The most acute jurisdictional problems between these two locals have their origin in the sound department. Disputes arose over the lack of definition between installation and maintenance or operation. All shop work is claimed by local No. 40; while local No. 695 must, of necessity, work within shops in order to carry out its duties. The handling of storage batteries on location has also been a bone of contention between these two locals, even though the 1945 directive clearly gives storage batteries to IBEW Local No. 40.

Date: June 1946; Canadian location; Emperor's Waltz

Controversy.—Prior to the company going on location to Canada with a local No. 40 man to handle storage batteries, an ultimatum was served by Mr. Zeal Fairbanks, of local No. 695, that if local No. 40 sent a man on location, no IATSE sound people would service this production. Mr. Fairbanks' contention was that the handling of storage batteries on location for sound purposes, constituted a maintenance, or running type of service that rightfully belonged to IATSE.

Disposition.—Ensuing arguments between the studio and the two locals in question were inconclusive up to the time of actual departure of the company for location. When this time arrived, the company was sent on location without a local No. 40 man in attendance; the dispute is still unresolved.

Between Plumbing Local No. 78 and IATSE Property Local No. 44

Historically, there has always been a controversy over plumbing work in connection with action props and effects. This controversy resulted in individuals carrying dual cards in both unions, to avoid jurisdictional conflicts. No actual work stoppages have occurred as a result of these conflicts because primarily the dual cards covered the situation. However, much time has been lost in arguments among employees over the disputed points.

Between IATSE Local No. 165, and IAM No. 1185

The basis of jurisdictional dispute between these two locals lies principally in the insistence of local No. 165 in maintaining all equipment in projection booths.

General

Controversy.—Past practice allowed all machinists to dismount and install some portions of projection equipment. This practice was discontinued at the insistence of local No. 165.

Disposition.—Any portions of projection equipment to be extensively repaired or reconditioned are removed by projectionists, placed outside the projection booths and picked up there by members of local No. 1185, who transport such equipment to the shop for repair. The reverse of the above procedure is followed for reinstallation.

Between IATSE Projectionists Local No. 165 and IBEW Local No. 40

The basis of dispute between these two locals lies in the wiring and installation of electrical panels, relays, etc., within projection booths.

Date: May 1947; projection room 5

Controversy.—The modernization of projection room No. 5 involved complete installation of new equipment, wiring, and testing of same. Local No. 165 claimed supervision and installation of all equipment, wiring, and testing except

conduit to be run outside of the booth. Work was held up on this job approximately 1 week, due to controversy.

Disposition.—Projection Local No. 165 finally agreed that the matter of competency in electrical work was an important factor, and agreed to the work being continued with local No. 40, as originally planned. The projection local, however, requested consultation on any future modernization to be done within projection booths, and this was agreed to by the studio, which contended, however, that any final determination of modernization policy be strictly the prerogative of the studio.

Between IATSE Local No. 727, Laborers and Labor Local No. 724

Jurisdictional disputes have arisen between these two locals for the obvious reason that they are both common-labor locals and do very similar work. In some cases the work is identical, but due to geographical position is within the jurisdiction of one local or the other.

General

Controversy.—The natural grounds for dispute between these very similar locals makes for the constant possibility of controversy. From time to time, as these disputes arise, it is necessary for the business agents of the two conflicting locals to settle their grievances within the studio. All disputes have, to date, been satisfactorily handled, and no actual work stoppages have occurred except of a momentary nature. However, the constant safeguarding of jurisdictional problems on the part of the members of each of these locals gives more importance to union activities than to production activities, while at work.

Disposition.—No final disposition of the basic controversy is possible as long as the two organizations exist. However, minor differences are being adjusted constantly.

Between IATSE Make-up Local No. 706 and Plasterers Local No. 755

A dispute existed between these two locals over the proper jurisdiction of the individual employed to model and mold facial impressions for rubber masks, etc.

General

Controversy.—As listed above.

Disposition.—The two locals arbitrated their differences and arrived at a mutually advantageous division of the work.

JURISDICTIONAL DISPUTES—COLUMBIA PICTURES CORP.

The following is a copy of the note appearing on voucher No. D2571, check No. 857, payable to the order of Local 44, IATSE in the amount of \$1,000, dated January 5, 1945:

"This jurisdictional dispute arose over the fact that certain work in connection with this set No. 8, picture No. 1054 was assigned to carpenters, whereas the prop makers believed it was their work and not that of carpenters. The matter was referred to Victor Clark and Fred Pelton, discussed fully and completely with Harmon, Hopkins, and Guild, and it was determined in the fact of all the facts that the work was on the border line and perhaps should have been given to the prop men instead of the carpenters. Meantime, Cappy Duval, business agent for the property union, had caused a work stoppage of his men and it was determined, for the best interests of the company, to make this settlement."

NOTE.—This set consisted of the interior of a cave in which full-sized men worked, but when shown on the screen those men appeared to be only a few inches tall. Because of this illusion local 44 claimed the set was a miniature. It had been assigned to carpenters 946 because management felt because full-sized people worked on the set that the set was a full-sized set and not a miniature.

In February of 1946 because of a very heavy building program we converted one of our sound stages into an auxiliary mill. We set up the required wood-working machines and workbenches and used it exclusively as a mill. This was done with the consent of the representatives of the IATSE.

A few weeks thereafter, the set erectors called a work stoppage on a farm-yard set we were building on stage 2 because they felt we were building more in the mill with carpenters than was necessary.

The work stoppage, however, was only for about 1 hour's duration. It did, nevertheless, cause considerable confusion.

In April and May of 1946 on our picture No. 1100, set 19, we built a fuselage on a large airplane in the prop shop, using members of local 44.

In order to get the best surface possible for painting, we wanted to paste or glue unbleached muslin over the entire surface, but because of the jurisdictional lines involved between local 44 propertymen; local 644, painters; and local 80, grips, we were at a loss to know which craft to use in the applying of the muslin.

Prop makers claimed it because it was part of the manufacturing of the prop..

If we applied it with wall-paper paste the painters claimed it because it was preparing the surface for paint in the same manner as if wall paper were used.

If we were to glue it on the grips would claim it as they apply glued muslin.

The outcome was that in order to avoid arguments and possible work stoppage we did not use the muslin and accepted a less satisfactory finish in order to keep peace.

Because of contractual agreements between local 80, grips, and local 727 IATSE laborers, in the operation of our scene dock we have a crew of No. 727 workmen with a No. 727 foreman. These men can take orders only from the No. 727 foreman, yet a grip foreman must be in charge of the scene dock, who in turn can issue orders only to the No. 727 foreman.

One foreman is all that is required.

In January of 1945 on a set for picture No. 1054 in the depiction of the interior of a large cave, the art director requested rocks in the foreground which would appear to be part of the floor of the cave.

These rocks were to be built in such a manner that they could be readily removed for convenience in operating on the set. The set was being built by carpenters and when they started to build the foreground rocks the business agent of local 44 claimed they were not part of the set but foreground dressing, therefore should be built by members of his local.

The carpenters' business agent would not agree with the result that the foreground rocks were never built and piles of dirt were used instead, which were not as satisfactory and made operations on the set much more difficult.

An instance of specific work stoppage because of jurisdictional disputes occurred on our picture Kiss and Tell because of an argument between the carpenters 946 and the prop local 44. This occurred late in 1944.

The set was to represent the interior of a high school gymnasium where a bazaar was being held.

The various booths for the bazaar were to be built up of 2 by 4's with 1 by 12 shelves in typical bazaar booth fashion.

We started constructing these using carpenters and because the business agent for local 44 claimed it as set dressing, we reversed our decision and finished them with his men, local 44. When we reversed our decision the business agent for the carpenters ordered his men off of the set and refused to continue to work on that part in question. This delay lasted for 2 or 3 days.

The business agent for the carpenters finally relented and we completed the set in time to make the shooting date.

The greatest change in jurisdictional lines on set-construction work came about after the receipt of a jurisdictional award within the IATSE crafts dated March 5, 1947, outlining the work belonging to property local 44.

This award contained paragraphs from A to S, each paragraph outlining specific duties which were to be the work of local 44 from then on.

In this letter paragraph D awarded to local 44 the "building and setting up of all railings, fences, gates, stiles, pipe or imitation pipe, regardless of size or what it might represent; metal bars or imitation metal bars or railings, such as might be used on staircases, windows and doors, ships, modes of transportation, etc., also striking of all built props that are to be saved." Almost without exception this work had been done by the craft constructing the set. Because of this award another craft, or local 44, was required to perform the above-mentioned jobs.

A specific instance where the above increased the size of the construction crew occurred on picture No. 897, set 72, on August 12, 1947, on a small section of wall such as would be around a manor house. This manor house was to be set up on location.

The set erectors were sent to erect the wall, members of local 44 were sent to the location to hang the gates. Either craft would have been sufficient to have completed the job.

Grips were sent along to unload the units. Because of this 16 men were sent where 8 could have handled the job in the same length of time.

On August 6, 1947, a wall representing masonry 10 feet high, 48 feet long, also required for picture No. 897, set 72, had wooden spikes 12 feet long, pointed on the ends, protrude from the top of the wall.

These spikes were to be painted to represent iron. Because they were to represent iron the prop shop, or local 44, had to make and install these spikes and the wall was constructed by the set erectors.

It would have been more efficient had the spikes been installed at the time of construction by the same crew.

In 1946 on our picture Dead Reckoning, as originally designed we felt a large bar in one end of the night club set could not have been built without a jurisdictional argument between local 44 and carpenters 946.

In order to complete the set we changed the design of the bar from that which was desired by incorporating it as an integral part of the set, thus requiring the director to change his action to fit the change in construction.

In 1946 during the shooting of picture No. 1100, set 5, we wanted to see the shadow of an elevated train passing through the shot.

A silhouette and mechanical apparatus necessary was presented by the prop shop local 44, and they started to operate this for the shot.

An argument between local 44 and the grips developed as to whom the operation of this belonged.

The grips claimed it because of the shadow effect. The work was awarded to the grips and they took over. The argument and changing of crews caused a 2-hour delay for the shooting company.

In 1946 during the shooting of a theater set complete with backstage on picture 1100, set 2, an argument developed between the prop shop 44 and the grips over the handling of a pinrail.

Local 44 claimed jurisdiction on the belief that the pinrail was set dressing. The grips said it was theirs because it was backstage rigging.

The prop shop continued to handle the pinrail but because of this argument two crews were both trying to do the same job and with the resulting confusion the entire company was upset and hampered in their work.

In May of 1947 we sent a construction crew to Catalina Island to prepare sets for a picture being produced by Sam Katzman. The laborers sent to serve the construction crew were all members of local 724.

One of the jobs required while at Catalina was to dig a hole about 4 by 6 by 5 feet deep. This hole was to be used for several things including a trap or pitfall, also a hole for an explosion, which was put in by a member of local 44.

After this crew returned to the main studio the business agent for 727, the other labor union, insisted we pay four of his men equivalent wages earned by No. 724 men who were on location, because the hole should have been dug by members of his local. The reason for claiming this was that local 44 men should be served by IATSE local 727.

We did not grant his demand, however, although his insistence became quite annoying.

In January of 1947 on our picture The Swordsman, a very expensive set was built at Corrigan's Ranch and was in danger of collapsing due to very heavy rains undermining the foundation.

We sent a construction crew out there to save the set by cutting drainage ditches to divert the water away from the set. We had ordered a bulldozer and operator to meet the crew there. The bulldozer was there but because of the heavy rain the operator did not show up.

Without the bulldozer the set could not be saved. The construction foreman requested the bus driver to operate the bulldozer. He replied he couldn't. The construction foreman then operated the bulldozer for about 4 hours and saved the set.

A few days later the business agent of local 399 requested that we pay one of his drivers wages equivalent to the time the foreman used the bulldozer.

We did not grant his request because we felt that the bus driver was on the set at the time and should have been able to handle the equipment which comes within the jurisdiction of his local, and in view of the fact that he was idle at the time.

During the entire month of February 1945 and up to the strike of March 12, 1945, a jurisdictional dispute was in progress over the operation of woodworking machinery. All jurisdiction over this was claimed by carpenters local 946.

During this period whenever anyone other than No. 946 men would operate the woodworking machinery in the mill, the carpenter's steward would blow a whistle and all carpenters in the mill would stop work until the other craft stopped using the machine. This resulted in considerable loss of time daily for the entire mill crew.

On all exterior locations where sanitary facilities are not available it is our practice to send to the location portable toilets. These toilets consist of septic tanks mounted on trailers and are pulled to the location by a light truck. Because we do not own our own toilets we rent them from others.

Sometime ago the business agent of the plumbers union insisted we send a stand-by plumber with these units whenever they go out. He informed us that some of the other major studios were doing this and insisted we do the same. Because we could do no work whatever for a stand-by plumber we refused to grant his request.

In August of 1946 during the construction of a hotel lobby in our picture Dead Reckoning, work was delayed because of an argument between the carpenter local 946 and the set erectors 468 over the setting of pilasters and columns. Work was delayed on this set for 3 days. The outcome of the argument was that the set erectors set the columns and the carpenters installed the ornamental cap. This required double handling of each pilaster and column.

In February of 1945 some hand boxes were required by the prop department. These boxes were strictly equipment and used to carry small objects from the warehouse to the set.

We had taken 50 wooden film boxes to the mill to convert them into hand boxes. We had assigned carpenters to do this work.

The business agent of local 44 claimed that because the equipment would be used by members of local 44 they should be made by local 44.

The carpenter business agent did not agree.

The result was the boxes stayed in the mill for about 1 week and we could not assign either carpenters to do the work by local 44 men.

We finally took the boxes from the mill and did not make the required hand boxes for the prop department.

Later when the carpenters were out on strike, the prop shop then changed the film boxes into hand boxes.

On picture No. 1138, set 1 in the month of March 1947, we were building a large stairway in the mill, the balustrade of which was to represent ornamental iron.

The railing was stock from a previous set and should have been installed as the stairway was being built.

After the set erectors started to assemble the balustrade, because of the March 5, 1947, jurisdictional letter, they were taken off of the job and prop shop men completed the hand rail balustrade.

It would have been much more efficient had the same crew completed the stairway and balustrade.

JURISDICTIONAL DISPUTES—SAMUEL GOLDWYN STUDIOS

There was a barge and beach scene in the production known as Walk in the Sun produced between October of 1944 and January of 1945; carpenters local 946 claimed the building of the landing barge, which was not a practical barge, and Property Craftsmen Local 44 claimed the making of this barge as a "prop"—this matter was finally disposed of by the carpenters building the barge. There was a dispute between the carpenters and the special effects men of Property Craftsmen Local 44, as to who would rig the "drop section" or gate in the front end of the barge—this was settled by special effects rigging the drop section or gate. On this same production and same set or scene, there was a dispute between carpenters and stand-by grips on the production unit as to who would handle the wild sections representing side sections of the landing barge—it was necessary to remove and replace some sections in order to get required camera angles—this matter was finally settled by the grips handling the removal and replacement of the wild sections. On this same set or scene there was a dispute between carpenters and grips on the construction of camera platforms which were used for shooting—first, the carpenters attempted to build the underpinning for the camera platforms from wood instead of having this

built with steel tubing which has already been prefabricated for use in camera platforms and which saves money by using such prefabricated underpinning, and then constructing wood platforms thereon—this was disposed of finally by having the grips use the tubing and the platform of wood.

On a production known as Uncle Remus which was produced between January 4 and April 7, 1945, there was a set known as the Southern Home or the Big House, and there was a dispute between the carpenters local 946 and the grips local 80, with regard to replacing wild walls. The carpenters claimed the replacing of the wild walls stating it was necessary to alter the cornice, and therefore the replacement of the walls should be carpenter work. This dispute was finally settled by the grips handling the replacement of the wild walls. On this same set or scene, there was a dispute between carpenters and grips regarding the setting up of window units previously shot, for process shots desired of the window sections. This was finally disposed of by having both the grip and the carpenters work on setting up the window sections for the process shot.

On a production known as Ten Little Indians, which was produced between January 15 and March 31, 1945, there was a dispute between carpenters and grips regarding the removal and replacement of wild walls—this was settled by having the grips do the work. On this same production there was a dispute between carpenters and stand-by grips regarding the cutting out of a section of the wall and beams of the ceiling in order to get the correct camera angle; there was also a dispute between carpenters and stand-by grips regarding removal of stair rails for correct camera angles—in these instances, the dispute was settled by the grips handling the work. On this same production there was a dispute between carpenters and local 44 regarding the back lot set which represented a home on an island, and in the construction of this set there was a miniature home representing the large home which was built on a stage. This miniature house and set was elevated some 10 or 15 feet to represent the cliff and the ocean shore line, and the carpenters had gone ahead and constructed the underpinning, scaffolding, up to and including the laying of various materials on the surface of this elevated scaffolding to represent the cliff and ocean shore line on which the miniature house was being constructed; the business agent for property craftsmen local 44 claimed that the underpinning and the surfacing of the area representing the cliff and the ocean shore line which was to hold the miniature set was part of the miniature or prop work and should therefore be torn down and reconstructed by the property craftsmen.

This was finally disposed of by the business agent of local 44 stating that we could go ahead and have the set completed by Property Craftsmen Local 44 and by overlooking the encroachment on their jurisdiction on the part of Carpenters Local 946. On this same production there was a dispute between Property Craftsmen Local 44 and grips local 80 as to who had jurisdiction of "Cloud glass shadow effects," for the purpose of projecting clouds or shadows representing clouds on backings—this was finally disposed of by having a stand-by grip and the special effects man operate in unison and handle the equipment along with other assigned duties.

On a production known as The Sin of Harold Diddlebock which was produced between September 12, 1945, and January 29, 1946, there was a dispute between the carpenters and the grips regarding the construction and erection of work platforms and camera platforms; and in one instance where grips had used prefabricated tubing and constructed a wood platform on the top thereof, and in which this particular work platform had previously been used and it was subsequently decided that they needed this to represent a roof section, the carpenters refused to apply the tar-paper roofing on top of this previously constructed work platform since it had been constructed by grips, and since now it was to be used as part of the set or scene, it would have to be rebuilt from the ground up—this was finally disposed of by having the carpenters cover the previously built platform with 1 by 12's and then laying the tar-paper roofing on top of that.

On this same production, one of the scenes required fire-escape installation; the fire escape was purchased on the outside, previously rigged and constructed, ready to be erected at the side of the building on the set—the erection of this fire escape on the side of the building was claimed by Carpenters Local 946 and by Property Craftsmen Local 44—this was finally disposed of by letting the carpenters erect the fire escape. On this same production there was a scene representing the exterior of an office building and letters had been cut out of wood and painted

to look like bronze—the carpenters installed these letters on the outside of the building showing the name of the office building, and Property Craftsmen Local 44 claimed that this work should have been done by local 44 and demanded that it be torn down and then be done by local 44—this was finally disposed of by local 44 allowing the bronze letters to remain installed on the office building. On this same production, Carpenters Local 946 had constructed an elevator booth in the mill and installed thereon a floor indicator—Property Craftsmen Local 44 requested that this be removed and reinstalled by local 44 as this had always been in their jurisdiction as an "effect"—this was finally disposed of by local 44 allowing the indicator to remain installed.

On a production known as *The Secret Life of Walter Mitty*, produced between April 18, 1946, and August 21, 1946, there was a dispute between Carpenters Local 946 and Property Craftsmen Local 44 regarding a stage setting which represented a western street—local 44 claimed this is a prop and carpenters claimed it as part of set construction and had built these stage settings in the construction mill and removed them to the stage—this matter was finally disposed of by local 44 withdrawing their complaint and going ahead and rigging the stage settings for any effects required by the production. On this same production it was necessary to have a cove backing to get the necessary contour required which ran from the base of the set or floor up to a distance of 5 or 6 feet, where the cove backing joined on the canvas backing, and in order to obtain this so-called cove-backing effect it was necessary to have the cove backing made from staff and the grips were assembling the cove backings and putting them in place—the carpenters stopped all work on the set, claiming that this was carpenters' jurisdiction. This was finally settled by having the cove backings removed from the stage by laborers to the mill and cradles were built to hold the cove backings individually, and then returned to the stage where the grips arranged them in their respective places. On this same production there were beams constructed in the mill by carpenters on which had been placed an ornamental staff work and then sent to the stage where set erectors were to erect same; the carpenters claimed the erection and placing of beams into their respective places as "mill and trim," and therefore within their jurisdiction. This was finally disposed of by having the set erectors put them in place.

On this same production there were some miniature houses required for a department-store scene—the pet-shop department—the miniature houses were built in the mill by carpenters and Property Craftsmen Local 44 requested that we dispose of those and stated they would have to be rebuilt by local 44 as a prop—this matter was disposed of by local 44 agreeing to let us use the miniature houses as built in the mill by carpenters. On this same production there was a set where interior flower boxes were built along the window ledges; the flower boxes were built in the mill by carpenters, delivered to the stage and installed by the set erectors—local 44 requested that these be removed and be rebuilt and installed by property craftsmen as props. This matter was finally disposed of by local 44 permitting us to use the units built by the carpenters and installed by the set erectors. On this same production there was a dispute between carpenters and set erectors regarding the placing of staff brick on exterior walls on the stages; the staff brick sections had been previously prepared by the staff department and framed in by the carpenters; however, the carpenters claimed that they should have the placement of these staff brick sections on the stage. This matter was finally settled by having the set erectors do the work.

On a production known as *The Chase* produced between May 21, 1946, and July 10, 1946, there was a dispute between Carpenters Local 946 and Property Craftsmen Local 44 and set erectors, regarding the assembling of sections of a garden fountain, setting in center piece which water flowed through, tarring in the interior section for holding water; this matter was finally settled by having local 44 perform the work. On this same production there was a dispute between carpenters and set erectors regarding the setting up of columns, and this was disposed of by having the set erectors perform the work. On this same production there was a dispute between carpenters and set erectors regarding the laying of imitation tile floor; and was finally settled by having set erectors lay the floor; there was a dispute between carpenters and local 44 regarding the construction of a bar; this was finally settled by having the bar built out of staff and assembled on the stage by set erectors; there was a dispute between carpenters and set erectors over setting the bar in place and assembling on stage; this was disposed of by having set erectors set the bar on stage; there was a dispute between carpenters and Grips Local 80 regarding a wild shelf behind the

bar to be used as a service shelf—this was disposed of finally by using a table behind the bar for a service shelf since it was determined that the shelf installed on the back bar was impractical; there was a dispute between the carpenters and set erectors regarding setting up walls on the stages; this was settled by having set erectors handle this work on the stage; there was a dispute between carpenters and set erectors regarding the cutting off of a piece of straight wall on the stage; this was settled by having set erectors to do the work on the stage; there was a dispute between the carpenters and grips regarding steel work platforms and camera platforms; this was disposed of by having the grips do the work; there was a dispute between carpenters and local 44 regarding a grill section to be used as an effect; finally settled by having local 44 perform the work; there was a dispute between carpenters and local 80 regarding moving a previously shot unit from stage 6 to stage 2; this was finally disposed of by having the grips perform the work; there was a dispute between carpenters and Property Craftsmen Local 44 pertaining to a breakaway ladder to be used in the production; this was finally settled by having local 44 do the work; there was a dispute between carpenters and local 44 regarding a trap door in the ceiling of the set; this work was finally performed and rigged by local 44; there was a dispute between carpenters and local 44 pertaining to the building and remodeling of a fence; setting up ramp for a dock, and setting up a smokestack—this was finally settled by having local 44 build and assemble the stack and having the carpenters do the gang plank and fence.

On a production known as *It Happened on Fifth Avenue*, sometime between the period of August 12, 1946, and September 10, 1946, there was a dispute between carpenters and grips regarding a prop storeroom built out of hard-wall flats on the stage; this was disposed of by having the grips do the assembly of the room and the carpenters hanging the door and putting lock on same; there was a dispute between carpenters and set erectors pertaining to columns to be erected on stage; this was settled by having set erectors do the work; there was a dispute between these two locals pertaining to erection of cornices on the stage; this was finally disposed of by having carpenters to do the work; there was a dispute between carpenters and set erectors pertaining to wall units previously constructed representing a lot of panels and decorations—carpenters claimed this work as mill and trim; this was finally disposed of by having the carpenters erect these ornamental panels as trim; there was a dispute between carpenters and local 44 regarding the installation of a dummy electric switchboard—this was disposed of by having local 44 install it; there was a dispute between carpenters and set erectors regarding setting of stairway and stairway landings; this was disposed of by having set erectors installing same; there was a dispute between carpenters and set erectors pertaining to setting of beams and headers which had been previously installed the night before by carpenters and this was finally disposed of by having set erectors permit the work to remain; there was a dispute between carpenters and grips pertaining to the hanging of headers to light platforms to hold wild walls in place; grips finally performed this work.

On a production known as *The Best Years of Our Lives* there was a dispute during the period April 15, 1946, to August 9, 1946, between carpenters and property craftsmen regarding the construction and installation of a breakfast nook table in an apartment set which had been constructed and was being installed by the carpenters—local 44 requested that this work be stopped and the work be performed by local 44; this matter was finally disposed of by detaching the breakfast table from the wall and permitting it to be wild and thus could be moved in and out for the camera shots; there was a dispute between carpenters and set erectors pertaining to the application of imitation Masonite tile on the walls in a bathroom scene; this was settled by having set erectors do the work; there was a dispute between carpenters and prop men regarding the construction and installation of cafe tables and seats and covering of seats; installation of bar and backbar in night-club scene; this matter was finally disposed of by letting local 44 complete the work; there was a dispute between carpenters and local 44 regarding the building of display cases and cabinets to be used in a drugstore scene; this was finally disposed of by having display cases built by local 44 and back-wall cases built by the carpenters; soda fountain and back wall was assembled by local 44 and carpenters; there was a dispute between carpenters and set erectors regarding the erection of beams on the stage which had been previously built in the carpenter shop and this was finally settled by letting set erectors erect these beams; there was a dispute between carpenters and set erectors regarding construction of stairs on the stage by the carpenters;;

this was disposed of by having set erectors give permission for the work to remain.

On a production known as Strange Woman which was produced between December 10, 1945, and March 12, 1946, there was a dispute between carpenters and grips regarding a unit rented from another studio, as to who would unload the unit when received at our studio; this was settled by having grips unload the units; there was a dispute between carpenters and set erectors regarding setting up of these units on the stage; settled by set erectors doing the work; there was a dispute between carpenters and set erectors regarding the building of platforms on stage; set erectors finally did the work; there was a dispute between carpenters and grips regarding setting up a shipman backings that were used as a part of a wall; this was finally done by the grips; there was a dispute between carpenters and set erectors regarding the construction of a contour representing a river bank and landscape contour back of the river bank; this finally disposed of by assigning the carpenters to build the underpinning in the carpenter shop; the laborers hauled them to the stage and the set erectors framing the sections in place and decking them over; there was a dispute between carpenters and local 80 regarding the setting up of cut-outs which had been previously built in the carpenter shop and moved to the stage for setting; the grips handled the setting of the cut-outs.

During this period between approximately November of 1945 up to September of 1946, there were demands from Joe Singleton, business agent of set erectors that sets be constructed on the stages and there were similar demands from the business agent of the carpenters, James Skelton, that sets be constructed in the mill, and these demands were met by management telling the respective business agents that we would assign the work to be done at whatever location was most practical, efficient and economical, and as necessitated by producer's requirements since in certain instances sets could not be constructed on stages because of shooting schedules, and in other instances they could not be built in the mill because of excessive cost and delay, excessive weights, sizes, etc., making it impractical to move such sets from the mill to the stages.

During the period from January 1, 1945, to September 1946, there was considerable differences of opinion between Property Craftsmen Local 44 and Carpenters Local 946 as to what was a prop and what was not a prop; and as to what was set construction and what was not set construction—in other words, was it a set or a prop.

During the past 2½ years there have been jurisdictional disputes between the Sound Technicians Local 695 and IBEW Local No. 40, pertaining to the following work:

1. Starting and stopping of generators in the sound department, and turning on and off power for sound recording channels.
 2. Research and test work necessitating construction of prototype models (primary models) and modification of equipment.
 3. Moviola repairs.
 4. Cable repair and testing of cable.
 5. Operation of gas-electric generators in connection with sound trucks and maintaining batteries on sound trucks on location.
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WARNER BROS. PICTURES, INC.,
WEST COAST STUDIOS,
Burbank, Calif., August 16, 1947.

Mr. CHARLES BOREN,
Hollywood, Calif.

DEAR MR. BOREN: In compliance with your request at yesterday's meeting, there is attached a list of jurisdictional incidents on the Warner Bros. lot during the past few years.

Unfortunately we do not have definite dates on all of them but they are given in as much detail as possible.

Sincerely,

JAMES R. MILLER.

JURISDICTIONAL DISPUTES—WARNER BROS.

1. In case of railroad coaches, Mr. Du Val insisted that he had jurisdiction to build them. We refused to recognize such right and he continued to claim

that the inside fittings were his. Mr. Victor Clark visited the lot and awarded Mr. Du Val's local 44 baggage racks and bell cords but the carpenters put in the seats.

2. On another occasion Mr. Du Val claimed cut-out pieces on This is the Army and also claimed the action of big guns which the carpenters built. There was a stoppage of work but the cut-outs and guns were built by the carpenters and the guns operated by the grips.

3. In a case of wild seats and seats along the wall in a cafe set, Mr. Du Val refused to permit his upholsterers to work on them. They were held up several days before he yielded. There was no actual interference with shooting.

4. In another incident; in a set that was a small eating place, carpenters built both booths and tables that were hooked to the wall. Mr. Du Val did not permit his men to dress this until Mr. Casey visited the lot and told us to stand pat. Mr. Du Val finally agreed to let his men dress it.

5. On Mildred Pierce there was an interior of a drive-in restaurant on which the carpenters had built seats and booths that were fastened to the wall. When the grips made the walls and the back of the seats wild the seats then became free standing; and Mr. Du Val claimed these seats and complained they should have been built by his union.

6. On Silver River, a recent production, set erectors built a boat at our ranch. Although local 44 claimed the boat we continued to have set erectors build it. However, later on when this boat was duplicated for process, 44 built the duplicate.

7. Shortly after the directive was put into effect in 1946, carpenters refused to trim a set which IATSE set erectors had erected.

8. Following the announcement by the central council that A. F. of L. unions have a right to refuse to work on equipment serviced by non-A. F. of L. unions, there were two main incidents: One, where a local 399 driver refused to drive a car serviced by an 1185 machinist. On another occasion, painters refused to work on sets to be used in a Technicolor picture because IATSE machinists (AFL) had serviced the cameras.

During the filming of the picture Life With Father there was an actual stoppage of shooting just prior to the lunch hour, June 6, 1946.

This was caused by Mr. Cooper, international representative of the IATSE, who protested the servicing of Technicolor cameras by non-A. F. of L. technicians in line with the letter published by the Central Labor Council. Shooting was resumed shortly after lunch. There was a total loss of approximately $\frac{1}{2}$ hour.

NOTES REGARDING SOME OF THE JURISDICTIONAL DISPUTES OCCURRING AT REPUBLIC STUDIOS DURING THE LAST 3 YEARS

Date of this report, August 16, 1947

PART I. DISPUTES INVOLVING TWO OR MORE I. A. UNIONS

1. June 23, 1944—Shadows

Branches, pieces of opaque material and other objects when moved within a beam of light to cast shadows on a set have been claimed both by local 80, grips, and by local 44, special effects men. The dispute was referred by letter to both local 80 and local 44 with the request they refer it to the international for settlement. On August 29, 1944, the studio was requested to make and furnish a report on a survey of Republic's past practice which was done and a report made to both locals and Mr. Cooper, vice president, by letter. On September 2, 1944, the studio wrote Dick Walsh to give Republic's views as an employer on the problem presented. This letter was acknowledged by Mr. Walsh on September 7, 1944, with thanks and the request that the studio feel free to proceed in similar manner in other jurisdictional disputes if it felt its comments would be helpful to the international.

The dispute, except as to shadows cast by means of glass shots (item No. 5 above), was settled by the I. A. International Union agreement of December 14, 1947 and there have been no further problems.

2. July 31, 1945—Swinging gate

A set behind a proscenium arch had a foreground piece consisting of a fence with a swinging gate. It was intended actors would hang on the gate while swinging. The studio assigned the work of constructing the gate and fence to

local 44, property men, who were also assigned to rigging the gate on the set. Local 80, grips, claimed the work since it was "behind the proscenium arch." The matter was referred to Mr. Cooper, vice president, who agreed to come out the following day, investigate, and make a decision. In view of the urgency of completing the work, the studio advised Mr. Cooper it was going to continue the assignment of the work to local 44, property men, until the job was finished, to which Mr. Cooper agreed. The studio never got a decision in the matter but there was no work stoppage and a similar incidence has never since occurred.

3. April 30, 1946—*Bobbinettes in windows of sets*

For some years the work of putting scrim or bobbinettes in windows of sets to represent glass panes was done by local 44, drapery men. Local 80, grips, claimed the work. It was referred to the international vice president (probably Cooper) who ruled that local 44 was to do the work until further notice.

There have been no further disputes and there were no work stoppages.

4. August 22, 1946—*Bultoning up sets*

Dispute between local 80, grips, and 468, set erectors, regarding work of joining set units together in permanent and finished manner. Grips claimed that their right to set the units included the right of joining the units together.

The matter was referred to Carl Cooper, IA vice president, who immediately ruled that set erectors were to do the work.

No time was lost and there were no further incidences.

5. October 22, 1946—*Projected clouds*

The work in dispute involved setting up and handling during photography of a glass mounted in a frame. The glass being sprayed with paint in varying densities with the result that a beam of light projected through the glass threw shadows of varying intensity representing clouds on a white or blue back behind the set. Local 80—grips—claimed the work under the general theory it was a shadow. Local 44—property men—claimed the work on the theory that it was an effect. On October 23, 1946, Barrett, business agent of grips, phoned the studio to advise that Mr. Brewer, international vice president, would give a decision forthwith. As no decision was given, the studio assigned the grips to the jobs as in the past. The matter is still in dispute.

6. March 5, 1947—*Adlux backing*

The Adlux backing is a transparent sheet of plastic material upon which there is a photograph either color or black and white. A strongly illuminated white backing behind the Adlux backing makes the Adlux backing appear as a well-illuminated background as might be expected to be seen through a window or door in a set. Grips claimed the handling of this backing as they claim jurisdiction in general over all backings. Local 44—property men—claimed it as being a special effect. It so happens the Adlux backing was developed by local 44 men. The controversy was referred to the international vice president, Mr. Cooper, and as a result, on December 30, 1946, Mr. Brewer issued a ruling dividing the work between 44 and 80. On March 5, 1947, Republic wrote a letter to Mr. Cooper requesting a review of the ruling of December 30, 1946, pointing out that the division of work imposed a hardship on the employer by necessitating, in many cases, a standby local 44 man even though there was absolutely no work to be done in connection with the backing except the illumination of it by the No. 728 men and the photographing of it by No. 659—cameramen.

To date there has been no response of any sort from the IA international to the above-mentioned letter.

7. May 9, 1947—*Electric wiring, etc., on props*

Certain miniatures and props require electric wiring and/or installation of electrical equipment. Local 44—property men claimed the electrical work as being in the scope of propmaking and miniature making. Local 728—lamp operators claimed the work under the IATSE agreement of December 14, 1944.

The matter has been referred to Vice President Brewer, but no answer has ever been received.

There have been no work stoppages or time loss. The studio assigns the work according to what, in its opinion, is most economical at the time.

8. June 5, 1947—*Imitation rock wall*

A set was to be constructed representing a rock wall about 30 feet high. The entire set consisted of the same type of wall. While it was in the drafting room

a dispute arose between local 44—property men and local 468—set erectors as to whether or not this was a set. Local 44—property men claimed it represented outside scenery and as such belonged to them. The studio believed it was a set and referred the dispute to Vice President Brewer, who, the following day, ruled it was a set. Local 468 supplied the replacements.

9. June 10, 1947—Work scaffold

In constructing the set covered by item No. 6 above, it was necessary to erect work scaffold so that plasterers could apply their skins to the framework and so that painters could follow and complete the set. Plasterers applied their skins from the floor as high up as they could reach. The studio then assigned local 468, replacement carpenters, to build wood work scaffold so that plasterers could apply a second stroke of skins. This process was repeated until the entire framework of about 30 feet high was covered. While the plasterers were on the second and third strokes, a dispute arose between local 80, grips, and local 468, carpenters, on the one hand and the studio on the other hand. The two IA locals claimed local 80 should build the scaffold because the plasterers' skins were applied before the work scaffold was constructed. The studio argued that the work scaffold was in the jurisdiction of the 946 carpenters and, therefore, replacement carpenters had been assigned, but stated to both unions that if the IA international representative wished to redivide the work between the IA locals during the period of strike, we would probably not object. It was immediately referred to the international's Mr. Brewer who, the following day, ruled that work scaffold built from the floor up was in the jurisdiction of local 468, set erectors and carpenters, except tubular scaffolding which was local 80, grips. He ruled that if the scaffolding was hung from above it was in the jurisdiction of local 80, grips. However, in response to an inquiry from the studio several days later he modified his ruling to state that if work scaffold was required by propmakers or miniature makers in their work, local 44 was to build the scaffold.

There was a slow-down of work created by the argument above covered lasting over a 1½-hour period. There was actually no work stoppage, however.

10. August 14, 1946—Staircase behind proscenium arch

A circular staircase was constructed in the mill by replacement carpenters and the studio ordered 468, set erectors, to place it in position in the set which was behind a proscenium arch. Local 80, grips, claimed the work of setting the staircase. The work was completed without work stoppage and the studio referred the matter by letter to Brewer to decide between the two IA locals. No answer has ever been forthcoming.

PART II. DISPUTE INVOLVING AN IA LOCAL AND A UNION OTHER THAN IA

11. July 11, 1944—Operation of pump for water filter

A water pump was in use to circulate water through a filter for use in a miniature tank. The studio assigned an IA Local 44 special-effects man in accordance with what it believed was its past practice. Local 40, IBEW, immediately claimed jurisdiction. Shortly thereafter, DuVal, business agent of local 44, phoned to ask what the controversy was about regarding removing his man. He was advised the man was not being removed, but that local 44 was protesting. The studio requested by letter to the two unions that the dispute be referred to the internationals for settlement. Al Speeds for local 40 wrote the international on July 21, 1944. On or about August 15, 1944, Republic's representative ascertained in a telephone conversation with Carl Cooper, IA vice president, that DuVal apparently had not referred the matter to the international. Republic then phoned advising Cooper that it had a similar problem arising on August 18, 1944, and that to bring it to a head with DuVal, the studio intended to assign a local 40 man and immediately DuVal objected. Republic told DuVal it had requested settlement of the dispute at the international which DuVal agreed was proper practice. However, DuVal requested the studio on August 18, 1944, to make a survey of past practices at Republic which he felt would show that local 44 had been doing the work. Republic made such a survey and on August 22, 1944, drafted letters which it intended to send to local 44 and local 40 advising them of the result of the survey and to say that thereafter and until the international settled the dispute, Republic would assign local 44 men to operate pumps in similar instances since that was the past practice. Republic's representative read the draft of this letter to Mr. Frank Carothers, international representative for the basic agreement unions, including local 40. Mr. Carothers

requested the letters not be sent until he had had a talk with Mr. Victor Clark.

Nothing ever developed thereafter, but there were no further disputes between the unions.

12. August 7, 1944—Cut-outs and backings

A showboat set comprised mostly of flat backing pieces and cut-outs was being constructed. The studio believing it was a set, assigned local 946 carpenters to do the work in the mill. The question arose with IA local 80 carpenters regarding setting up of these units on the stage. On August 8, 1944, Mr. Skelton, business agent for 946, claimed his men were to erect the units on the stage. Local 80's claims were based on the fact that the set units were constructed of muslin tacked on frames and cut out pieces. On August 11, 1944, Victor Clark inspected the set and agreed local 946 was properly assigned to the work because it was really a set. Mr. Clark voiced the opinion that if there were a portion of the set in reduced-scale cut-outs, such portions might be in the jurisdiction of the IA. However, there were none on this set. On August 12, 1944, the studio assigned, over objection of Mr. Holbrook of local 80, the erection of the set on the stage to local 946. Mr. Holbrook over the phone reluctantly told the studio to go ahead, but said this was the last time. Within an hour after that conversation, Mr. Barrett, business agent of local 80, phoned to say that he had overruled Mr. Holbrook, and if we proceeded as indicated, he would call off all grips from work at Republic the following workday. A meeting of studio construction men brought out a compromise division of the work which would throw to local 80, as a sop, small portions of the work. Mr. Skelton, when apprised of the emergency, willingly agreed to play ball with the studio and give some of the work to Barrett if Barrett would accept and create no work stoppage. When Barrett was later contacted, he accepted the proposal and there was no further argument on this set.

13. August 16, 1944—Locomotive cab and tender

There was pulled out of the scene dock a portion of a locomotive and a tender, both of which were to be revamped. The tender was to be almost completely rebuilt. The studio assigned 946 carpenters to do the job. IA local 44, through Mr. DuVal, business agent, claimed the work on the basis it was a prop. Mr. DuVal agreed there should be no work stoppage and that it was a legitimate jurisdictional dispute which could not be settled in the time available. He suggested his men make all the gadgets and local 946 men do the revamp work on the tender, but 44 men should complete the revamp work on the locomotive cab. It was impossible to reach Mr. Skelton, business agent for 946, to see if he would agree for the division of work in the emergency, so the studio proceeded with its work as originally assigned over the protest of Mr. DuVal and there was no work stoppage.

On August 28, 1944, this problem was discussed by the studio representative with Mr. Frank Carothers, international representative of the basic-agreement unions, of which carpenters were one. He promised to talk to Mr. Victor Clark and attempt to work out a decision. No decision was ever forthcoming.

14. January 29, 1945—Washing windows on sets

In the construction of new sets, windows with glass panes must be cleaned. Both local 724 laborers and local 727 IA laborers claimed the work. In the failure to obtain a settlement of the dispute between the locals, the studio issued orders this date that thereafter and until the dispute was settled, local 724 men would be assigned to wash windows during and after set construction, but if the windows required cleaning during set photograph, 727 would handle. There have been no further disputes between the locals although they did not accept the studio division of work.

15. January 29, 1945—Sawdust on sets

The handling, laying, and striking of sawdust on the floors of sets was in dispute between local 724 laborers and 727 IA laborers. In the knowledge it was useless to try to obtain an early settlement, the studio ordered local 727 men be assigned to handle sawdust only while the shooting company required handling of it on the set. All work bringing in and laying the sawdust, preparing the set for photography and striking the set after photography, was assigned to local 724.

16. January 29, 1945—Breaking flats out of walls

Locals 724 laborers and 727 IA laborers both claimed work of breaking out flats from set walls which were not to be saved for reasons stated in 15 and 16.

above. The studio ordered 727 to break out all flats handling them to the cleaning pile to clean flats and handling them into storage. There have been no further disputes.

17. January 29, 1945—Scaffold planks

Both 724 laborers and 727 IA laborers claim handling of scaffold planking to and from stages for reasons stated in 15 and 16 above. The studio ordered assignment of 727 laborers to handle this material to and from the stages and storage places. There have been no further disputes.

18. February 5, 1945—Sweeping exterior sets

Local 727 IA laborers claim the work of sweeping and cleaning up in and around exterior sets but were willing to let local 724 laborers sweep and clean sidewalks and stairs in front of the exterior sets for reasons stated in 15 and 16 above. The studio issued orders that local 727 laborers would be assigned to the work of cleaning up exterior sets while and after the company was shooting including cleaning up work the following workday if the set finished shooting late. Local 724 laborers were to keep the stairs and sidewalks clean at all other times.

19. Various dates—cleaning up stages

The argument about sweeping stages has existed for a long time. Local 724 claims it during construction work and cleaning work after construction is finished; 727 claims the right to sweep up and pile the debris after construction is finished for local 724 to remove from the stage. They claim that "servicing an AFL craft" does not include sweeping up after them. The matter is still in dispute. There have never been work stoppages or slow-downs.

20. February 8, 1945—Use of woodworking machinery by several crafts

Use of woodworking machinery in the mill by local 44, IA property men, caused work stoppages between February 8 and February 19, 1945, inclusive, on the part of local 946 carpenters. The carpenters refused to work in the mill while there was a 44 man in the mill using a machine. In the 10 days a total of 19 $\frac{1}{4}$ man-hours time was lost by such work stoppages. The problem was solved only when the studio ordered 44 men to discontinue using mill machinery and hand over the machine work to local 946 men to do. There were no further work stoppages and no objection from local 44 in spite of the fact that local 946 men were actually performing work in connection with construction of miniatures or props.

21. October 3, 1945—Tool-room keepers

Mr. Helm, business agent, local 724 laborers, called objecting to the studio assigning 727 IA labor as the tool-room keeper. Helm claims jurisdiction over all such work on the argument that the 727 man was entitled to service other IA grips with tools. Helm withdrew objections and the studio operated with one 724 man and one 727 man until early 1947 when both jobs were eliminated. It is noteworthy that both unions accepted a compromise here in that both tool-room keepers handled tools for IA grips as well as other grips.

22. December 14, 1945—17 Miscellaneous items

In an effort to settle the many and varied arguments between local 727 IA laborers and local 724 laborers, Republic, over a 3-week period, by correspondence and meetings, endeavored to obtain agreement between representative Helm of local 724 and Erickson of local 727. Of a total of 50 items of work, 33 of these were resolved and agreed to by both parties. The other 17 were found to involve disputes. These 17 were referred by letter this date to Mr. Cooper, representing the IA and Mr. Helm representing 724 with the request that the internationals adjust them. To date there has been no adjustment of any of these items.

23. January 25, 1946—Dispute under directive of December 26, 1945

When the studio attempted to put into effect the producers' interpretation of the three man award, it ran into numerous obstacles, one of which involved, on January 25, 1946, refusal of two 946 carpenters to perform work assigned them by a 946 foreman in connection with trim work on a set which had been erected by set erectors from local 468 IA. The 946 foreman laid out the work and assigned the men, but upon their refusal, the men refusing were dismissed. Another instance occurred on January 21, 1946, when an IA sound man protested against the studio taking him off maintenance work and assigning in his place IBEW local 40 man. The individual, Peyton Webb, was not discharged but was reassigned to other production work. Nothing ever came of his protests, but when

the 1946 strike commenced, and IBEW went on strike, the studio reassigned an IA man and has not since replaced him with an IBEW man although IBEW quit striking and came back into the studio. No specific claim has been made by IBEW for this work until about 2 weeks ago when Mr. Huges, on behalf of local 40, requested a meeting with Republic representative to discuss the sound department situation. As yet such discussion has not been held.

24. February 1, 1946—Set models

Under this date, a letter from Mussa of local 1421, set designers, set up a claim for set model building. Republic had been building its few set models using local 44 IA property men, but when the strike of 1946 started, it elected to use the replacement set designers. It found that it was impractical and wasteful for a 44 man to travel about a half block to the art department from the shop every time he wanted to check on a change or on a design made in connection with the set model he was building. There was no dispute between the studio and local 44 when this change was made as a sister IA local was assigned to the work.

25. February 11, 1946—Set decorators and hand props

A letter bearing this date from Brewer claims local 1421 set decorators were assembling hand props, foodstuffs, etc., and objected on the grounds that such articles were not to be used for set dressing. There was no actual dispute at Republic on this matter.

26. April 29, 1946—Pullman cars

The work of repairing, altering, moving, and setting up a railroad car has been disputed both before and after the December 26, 1945, award. Just prior to April 29, 1946, Mr. Skelton, business agent of 946, served notice on Republic that unless local 946 men handled alterations and repairs, Painters' Local 644 would refuse to work on them. The problem not being acute at the moment, it was referred to Mr. Brewer, IA vice president, by letter with the request that he come to some settlement with 946 and advise us because work of this nature was to come up in a few days. No answer came from Mr. Brewer and work continued but without work stoppages as threatened.

27. July 16, 1946—Bark slabs on set walls

The application of slabs of bark on flats of walls of sets was claimed both by local 946 carpenters and set erectors 468 IA. In the absence of an agreement between the parties, the studio assigned the work to local 946 men, believing it was more akin to trim than to erection of units; 468 objected and said they would refer it to the international union. However, nothing ever came of it.

28. July 16, 1946—Setting beams and columns

Set erectors 468, IA, and local 946, carpenters, both claimed erection and setting of this type of unit. Unable to obtain an agreement between the unions, the studio ordered the work done by local 468 set erectors. Local 946 protested and there were several later disputes but no work stoppages until September 13, 1946, as mentioned in item 29 below.

29. July 19, 1946—Built-in seats

There were booths with circular seats built in against a circular wall. Back of the booths was a ledge on which were placed potted plants. These sets were built by local 946 carpenters in accordance with past practices, being considered part of the set, not props. They were placed in position by Set Erectors' Local 468, IA. The business agent of 468 phoned to say that the work belonged to local 44 IA propmen because the sets were props. The studio elected that the sets were part of the set until the set was struck and they were salvaged and turned over to the prop department to be used as props thereafter.

There was no work stoppage, but much argument and confusion ensued. The dispute has never been reviewed or ruled upon by the Internationals to our knowledge.

30. September 13, 1946—Beams and columns

Prior to this date, dispute arose between local 946 carpenters and local 468 IA set erectors regarding the jurisdiction of a built-up beam and its supporting posts or columns. The studio assigned the construction work to local 946 carpenters in the mill and advised Bill Wright, 946 steward and Ted Pugh, 468 steward, that it intended to assign local 468 men to erect the units when completed. When it became known to local 946 men that set erectors were

assigned to place these units and also to take on bats on wall paper, which work local 946 men claimed was not set erection, the two 946 men assigned in the mill to making the beam and posts, refused to work, declaring it to be hot. The men were requested to leave the lot after they had been told that they would be paid off to the time of dismissal.

31. June 3, 1947—Temporary stage extension

A platform of lumber to temporarily extend a stage floor out the doorway was struck by local 724 laborers on instruction of the studio. IA Local 80, grips, claimed the work but were argued out of it by the studio representative on the grounds that it was not purely a platform, but was an extension of the stage floor which might or might not have been permanent or temporary.

32. July 1947—Boom truck swamper

IA Local 80, grips, claim tying of guidelines from heavy units and pieces handled by boom trucks. They claimed this work from local 724 laborers who were setting telegraph poles for construction purposes. They do not claim it from local 44, IA greensmen, when trees and heavy shrubs are being moved, but claim it from 727, IA laborers, when parts of sets are being moved. Republic's practice has been and is in spite of disputes, to assign a man as swamper out of the gang that is doing the work. It is known that local 399, teamsters, might have a claim to some of this work although it has never been pressed.

33. July 1947—Truck swamper

Republic loads and unloads stages, coaches, carriages, etc., on trucks and trailers by means of a power winch and cable operated by a truck driver. A swamper from local 399, teamsters, assists the truck driver and guides the vehicle while loading and unloading. Local 44, property men (IA), has attempted to claim this work with the result swing-gang men or special effects men have been assigned to the loading and unloading operations even on nearby locations, but since the work is done with a winch and the teamsters' swamper, the local 44 men are supernumeraries and are actually being paid stand-by time. Recent orders to discontinue assignment of local 44 men have brought no complaints from the union.

34. July 1947—Striking dead sets

A set comprised of flats as walls and beams and rafters attached thereto was struck by local 724 laborers. Grips claimed striking of the walls including loosening them from the rafters and beams and laying them down on the floor. From the practical standpoint, the beams and rafters had to be struck first before the walls could be removed. Republic's practice was to have laborers remove the trimming from the walls to be struck before the flats were laid on the floor. There was no work stoppage, but probably a half hour was lost in slow-down by a few men arguing about the affair. Several days later the studio was advised that local 80 withdrew its claim.

35. Summer of 1946—Front bar

There were several arguments regarding jurisdiction over front bars and back bars. None serious at Republic. However, one morning the labor-relations representative was called down to look at a front bar on a stage. The bar had been worked over by local 44 property men who were making a strong claim for all work of such units. The bar in question had been taken out of stock and it had been necessary to repair it. The local 44 crew had placed a piece of masonite upside down on the top of the bar and had replaced the molding in a most unworkmanlike manner. It was discovered in the early morning before the set photographed and carpenters 946 were immediately assigned to repair the faulty workmanship. They finished the job without delaying the picture.

PART III.—DISPUTES BETWEEN BASIC AGREEMENT UNIONS

36. May 31, 1946—Pot washers

Herb Sorrell phoned to advise he claimed jurisdiction over pot washing per his letter of May 24, 1946, to Pat Casey and was sending to Republic a man named Callahan to go to work as a pot washer to replace Utterberg a 724 man then on the job.

Utterberg was a returned veteran whom Republic had first assigned to carpenter apprentice work, but due to his war injuries he was unable to handle the work and was assigned to pot washing in the paint department. At the time he was

assigned Sorrell approved the assignment and said that if he was O. K. and liked the work and wanted to stay on it he would take him into the painters' local 644.

Since Republic's practice in the past had been to assign 724 laborers to pot washing, Republic had followed its past practice in this case. However, it had also been the practice of 644 painters after about 30 days to take such men into their local and local 724 accepted their transfer and did not claim jurisdiction over the work. Sorrel was reminded of this fact and immediately advised us that he would accept Utterberg into the union, which he did and all trouble was avoided.

JURISDICTIONAL DISPUTES IN STUDIOS OF RKO-RADIO PICTURES, INC.

AUGUST 16, 1947

January 18, 1944—No. 44 versus No. 728

On January 15, Mr. DuVal, representing local No. 44, complained that we were using No. 728 men to operate electric fans. He said that his local used to do this work and still claimed it. He said that local No. 728 also claimed it. It was agreed by R. Simbro, of the electrical department, M. C. Martin, of miniatures, and Mr. DuVal that this work was moved from miniature department to electric when the big wind machines were moved (about January 1942). I called Carl Cooper this information and he advised that we leave this work with No. 728 men until the entire jurisdiction should be ironed out.

February 2, 1944—No. 40 versus No. 728

Ray Simbro called to state that a portable fan was being used at Pathe to ventilate stage. Question arose as to whether IATSE or IBEW electricians had jurisdiction. It is our understanding that both claim this. We decided to use a No. 728 man.

August 23, 1944—No. 728 versus No. 40

Mr. Dennison, of local No. 728, complained that we were using local No. 40 men on the two new blowers when they were being used for special effects. Checked with V. Clarke, who agreed with me that this was No. 728 work. Arranged with Earl Miller to use a two-card man on these machines, which should satisfy both locals.

November 20, 1944—No. 728 versus No. 80

Earl Miller called to say that grips were operating light booms on stage 9. Called D. Thomson and Miller in and showed them correspondence on this subject in which we contend this is lamp operators' work. Agreed to remove grips and tell lamp operators to operate booms.

February 27, 1947—No. 44 versus No. 468 Set Erectors and No. 946

Cappie DuVal called to inform me that when bars are built and they are not part of the set they should be build by local No. 44. If a back bar is part of the wall, it should be built by set erectors. He wants us to revert to the Casey decision between No. 946 and local No. 44. I advised him that I could make no changes in our set-up because the Casey decision had nothing to do with work between locals No. 468 and No. 44.

June 29 and 30, 1944—No. 40 versus No. 695

Al Speede, of local No. 40, called to register a complaint regarding the manufacture of new sound cables by IATSE men and called attention to the division of work agreed to in 1936 between IBEW and IATSE. Stone, Dunn, and Meehan discussed the matter and agreed that Speede was correct. Work on the project was halted with the idea of making it a spare-time job for men who carried two cards.

Harold Smith of No. 695 called and complained that his men were taken off the work. He stated that he had not been a party to the 1936 division of work and only recognized the jurisdiction set forth in the duties contained in the 1941 agreement. He agreed that since the work was halted he had no basis for a complaint but that if the work, when done, was by other than IATSE men his union would not stand for such action. He gave the names as follows of men who had previously done this work: Harman, Anderson, Haughton, Abarr, Turner, Christy, Teague, and Kelly.

Stone and Dunn discussed Smith's stand on the matter and agreed that this work would be done by Christy, Teague and/or Kelly, who are two-card men.

July 13, 1944—No. 40, No. 165, No. 33 (stage hands), No. 659

We were planning some television tests in collaboration with Don Lee Broadcasting Co. So many unions made conflicting claims on jurisdiction that matter was dropped.

October 9, 1944—No. 40 versus No. 78

Mr. Speede of the IBEW protested against our plumbers doing welding. We refused to change this. Speede admitted that plumbers could do welding on "plumbing work." No one agreed, however, on a definition of "plumbing."

October 19, 1944—No. 40 versus No. 44 (props)

Mr. Speede protested use of a No. 44 effectsman or a laborer (local not identified) operating a gas-driven air compressor used in connection with miniature shots at RKO ranch. We refused to concede jurisdiction to No. 40 on this.

November 24, 1944—No. 40 versus No. 728

Mr. TINDALL of local No. 44 protested our use of local No. 728 men to "maintain" stage-lighting equipment. These men were only cleaning and polishing lamps. Protest withdrawn.

December 11, 1944—No. 40 versus No. 44

Speede laid claim to operation of gas-driven compressors and water pumps used in connection with special effects. No change was made by us.

December 11, 1944—No. 40 versus No. 78

Speede laid claim to operation and maintenance of our refrigerating plant, air-conditioning units and steam-heating plants. We used No. 40 men for all electrical work in connection with such equipment and plumbers for nonelectrical work.

August 8, 1944—No. 44 versus No. 946

RKO Studio Club was loaned some set units representing a courtroom to use in staging a play. Some minor repairs were made on them by prop makers. Skelton registered a protest. Note that this was not concerned with production.

November 20, 1944—No. 44 versus No. 946

The ship sets for Spanish Main were built by No. 946 carpenters. During shooting we had the foreman and several carpenters stand by. Mr. DuVal protested and demanded that we remove all stand-by carpenters from the set. We refused.

February 7 to February 17, 1945, inclusive—No. 946 versus No. 44 and No. 80

Whenever a prop maker or grip used a mill machine the carpenters in the mill stopped work. Mr. Skelton stated to Mr. Stone that he would not allow us to install any new woodworking machinery in prop shop.

September 26, 1944—No. 44 versus No. 946

Mr. DuVal of local No. 44 protested our use of carpenters in laying carpets. Mr. Sproul of local No. 946 agreed that this was not carpenters' work and we transferred this work to prop men. Later, Mr. Skelton of No. 946 complained about this but after some discussion agreed to stand by decision of Mr. Sproul.

August 23, 1944—No. 40 versus No. 728

Both local No. 40 and local No. 728 claimed the operation of two new portable blowers. It was finally agreed that if primary purpose of blower was ventilation a No. 40 man would be assigned but if primary purpose of blower was for creating wind effect a No. 728 man should be used. Neither local was very happy over this matter.

November 20, 1944—No. 728 and No. 80

Dennison of No. 728 had, by letter dated July 26, 1944, attempted to switch handling of light booms to local No. 80 (grips). We considered this "feather bedding" and refused to comply.

June 30, 1944—No. 40 versus No. 695

Mr. Speede of local No. 40 complained re our use of members of No. 695 to manufacture sound cables. We agreed he was right. Mr. Smith of local No.

695 called and stated that he did not recognize division of work dated 1936 and that this work was properly that of No. 695. Problem solved by use of two-card men.

February 23, 1945—No. 728 versus No. 40

Earl Miller and A. T. Dennison called at my office. Dennison raised objection to our use of IBEW men installing and connecting about 300 light sockets which are part of Show Boat set on stage 7. Dennison threatened to pull No. 728 men off lot if we did not give them this work.

I tried to reach F. Carothers with no success. We got Carl Cooper and Al Speede to come and look at job with Dennison, Miller, and myself. Both claimed the work.

May 12, 1947—No. 23968 machinists versus No. 40

Mr. Shiffman advised Mr. Miller that he should not have any local No. 40 men doing welding. I told Mr. Shiffman that he had no jurisdiction over welding and that it was a "tool of the trade" and therefore anyone could do it. Mr. Shiffman threatened and said that we had better not do it as Mr. Brewer said that it was under the jurisdiction of the IA. Mr. Shiffman said that he could get us welders if we needed them. I told Mr. Shiffman that this man did welding before the strike and as far as I knew there was no reason why he could not continue to do welding.

August 12, 1946—local No. 468 set erectors versus No. 946 carpenters

Joe Singleton was in Saturday and marked some sets that were moved onto stage 5 and said that these sets were not to be erected by the set erectors because they were made in the mill and were made from flats. The reason that they were built in the mill was that there was not stage space available until Saturday for their erection. Originally, set was supposed to have been placed on stage 10 but 10 had a standing set on it. It was then contemplated that it would go onto stage 5. Stage 5 did not become available until Saturday morning because up through Friday night they were shooting the Falcon picture.

August 14, 1946

With regard to the building of some sets from August 12, 1946, as indicated in the above note, Messrs. Brewer, Singleton, Goldberg, Barry, and myself had a meeting at which time it was decided that we would in the future, try a system whereby the steward from local No. 468 and the steward from local No. 946 would meet regarding anything that might appear to have a jurisdictional problem. On the strength of this, the sets that were held, as aforementioned, were released and the set erectors were then told to set the sets up on stage 5.

April 17, 1947—local No. 44 versus No. 468 set erectors

Mr. DuVal called to advise that we were repairing a locomotive in the mill. It is his work, he claims, and if they continue to repair it in the mill local No. 44 will not handle it. I told him I would check.

April 18, 1947

I called Joe Singleton this morning to advise him that Cappie DuVal had demanded the repairing of the locomotive, as above, and he said that there was nothing he could do; that if Cappie demanded it, we should give it to him.

April 23, 1947—No. 44 versus No. 468 set erectors

Cappie DuVal has just called and advised that on stage 10 and in the mill we are making half-size buildings. Cappie claims that this is strictly against the jurisdictional award from the IA and he would like to have it corrected immediately. I talked with Bob Thompson who tells me that in the past this work has been wholly controversial and every time it has come up we have always given it to the carpenters, despite the complaint of Cappie DuVal. The reason it was given to the carpenters was that it was not a miniature, in the true sense of the word; it is merely half size, which is perspective. I contacted Mr. Singleton who said that it is definitely Cappie's work and he has no objection to local No. 44 continuing the operation.

April 23, 1947

Singleton just called to advise that since this job is perspective he is now claiming it.

April 24, 1947—No. 44 versus No. 468 set erectors

Cappie DuVal called me at 9 o'clock this morning to tell me that unless we got local No. 44 men on the forced perspective job on stage 10 by 10 a. m. today that his men would have nothing further to do with the set. Walter Daniels, Harold Barry, and myself, at a meeting, all agreed that this work should be done by set erectors, but in view of the IA jurisdictional award within the IA there was nothing we could do about it except assign it to No. 44. I called Carl Cooper this morning and asked him about this forced perspective on stage 10 and Carl Cooper told me that Cappie comes into the picture where the forced perspective begins—that is, Cappie is supposed to build all buildings at less than normal scale and that we would have no trouble with the set erectors.

July 29, 1947—No. 468 Set Erectors versus No. 1421 Set Designers

Joe Singleton advised today that he is going to request his set erectors not to work on any more plans that come down from the art department. As to the reason why, he said that Mr. Brewer had told him to advise us of the above.

July 30, 1947—No. 468 Set Erectors versus No. 1421 Set Designers

Mr. Singleton came in to tell me that his men would not work on any new plans. The only plans they would work on would be the plans that are on the bench right now.

October 20, 1944—No. 44 versus No. 946

Mr. DuVal of local No. 44 came in to protest the presence of carpenters with a shooting unit (ship set on stage 9). He claimed that carpenters were not permitted with shooting units. Called H. Barry who said that due to complexities of set it was advisable to have carpenters (who had constructed it) there. Later Barrett of local No. 80 called but did not seem to be upset about this matter. Left carpenters on set.

April 25, 1946—No. 644 and No. 946

On April 23, 1946, Skelton issued an order to the carpenters not to touch the set on stage 14 at Pathe. Complaint: Carpenters should install parquet floors.

(NOTE.—The floors had not yet been laid, and they had just assumed that parquet was to be laid.) They jumped the gun in this instance. The painters said they would not work on this same set pending decision of the carpenters. The decision of the studio was to put in a presswood board floor in lieu of the parquet, as called for in plans and specifications. Skelton's attention was called to the change. He relented and today lifted the order not to touch set.

May 8, 1946—No. 946 versus No. 468 Set Erectors versus No. 44

Re Jurisdictional dispute on picture No. 555, set 12, at Pathe:

Bookcases: Skelton claims that bookcases, although a unit built in the mill, should be set up on the stage by carpenters. He also claims that the hearth of the fireplace should be built by carpenters.

Our position regarding the bookcases was that in view of the fact that it was a completed unit, it should be turned over to the set erectors for setting up and the carpenters would then put on the molding, or casings, after the set was set up. In relation to the above set, Cappie DuVal called and said that the fireplace, if we are making it practical, should be fireproofed (or lined with asbestos) and the running of the pipe for the fire, or gas, should be done by prop makers because of its practical nature.

May 9, 1946

Ruling on the Pathe jurisdictional problem on picture No. 555, set 12: Mr. Casey went out and looked at the set and decided that the line-up of bookcases was set construction work: That the installation of the fireproofing and the pipe for the practical fireplace was the work of local No. 44, propmakers. The unions have been so advised and the dispute has been settled.

June 3, 1946 versus No. 468 Set Erectors

At the Pathe lot the mill built a unit which was a fake kitchen cabinet. It was built in the mill because it was considered all trim. This fake kitchen cabinet was to be set up by set erectors and the carpenters objected. Mr. Casey ruled that it should be set up by carpenters and the dispute ended.

June 5, 1946—No. 946 versus No. 468 Set Erectors

This morning we moved some stairs from the ranch to Pathe. These stairs were used in the same picture on the ranch and were to be installed in the interior of a house for another shot. The stairs were set up by set erectors. The carpenters objected and said it was a "hot" set, claiming that the stairs were not complete; that they would not permit any of their men to finish them as long as the set erectors had set them up.

In the afternoon Mr. Pelton was called and he contacted Mr. Cooper who said that if Mr. Skelton would agree, the grips would take the stairs down and set them up so the carpenters could finish the work. Mr. Skelton replied that he would have done this as of yesterday but today he was standing on his right to have the carpenters do the entire job. Mr. Cooper relented and gave in to the carpenters' desire. The carpenters then took the stairs down and put them up and completed the stairway. This entire procedure made it impossible for the company to shoot on the following day according to schedule, but they were fortunate enough to rearrange the schedule so that they didn't lose any days as idle time.

May 31, 1946—No. 44

Cappie DuVal was in today to complain about the sewing of miniature sails by the finishers in the drapery department. He felt that these people should be paid the miniature rate of \$1.80 per hour for working on these sails, the reason being that it was a convenience to us to have these women work on the sails rather than force us to have a sewing machine in the miniature shop so that a miniature man could do the same sewing. I asked him the question as to how many hours we should pay at the \$1.80 rate. I also told him I didn't think it was fair that we should pay the \$1.80 rate all day for working 1 hour. I also suggested to him that this could lead to much padding of the pay roll in that the work of making sails could be spread to all the people in the department so that all of them would get the higher rate. He thought the suggestion had some merit and suggested that we take it up at the negotiations meeting next week.

June 10, 1946—No. 44 versus No. 946

Cappie DuVal complained about telephone booths being set up by carpenters. Harold Barry informed me that we have always done this work with carpenters and that we have always completed the telephone booths in the mill—that is, we have always put the sides and tops on. No change.

June 25, 1946—No. 44 versus No. 946

I understand that Cappie DuVal was in and told the drapery department to put a stop-work order on stage 4 on which a judge's bench is built. Will investigate this tomorrow.

June 26, 1946

Investigated the above-mentioned matter and found that Cappie DuVal was in and told Frank Millington not to set up the draperies. He also told Syd Fogel that the set was "hot" as far as the property men were concerned. I looked at the set. The bench was built separately but put on a raised floor and tied into the floor by carpenters. This, in effect, makes the bench and floor one piece and therefore part of the set. Cappie DuVal's claim to the judge's bench is that it is similar to a bar and a desk and that local No. 44 should have built it.

June 28, 1946

Cappie lifted the hold on this set. The work will progress normally (?).

August 16, 1946—No. 44 versus No. 946

Cappie DuVal came in and complained about a bar that was being built in the mill by carpenters. He said it was a prop and should be built by local No. 44. In order to maintain our position on having the bar built in the mill I told him that our position has always been to build bars in the mill. Cappie still insisted it was a prop and in the course of argument said that the studio had the right to determine whether it is a prop or not. I told him, in view of that light, the studio had determined that this bar was not a prop and it was a part of the set in that it was attached to the wall. He advised hat he would take the matter up with the IA.

TWENTIETH CENTURY-FOX FILM CORP.
Beverly Hills, Calif., August 16, 1947.

Mr. VICTOR CLARKE,
Producers' Association,
Hollywood, Calif.

DEAR VIC: Pursuant to the discussion at the meeting held yesterday, enclosed find copy of the jurisdictional disputes and complaints which have arisen at our studio from the start of the first strike until the present date.

Should you need any additional information kindly contact this office.
Kind regards.

Sincerely yours,

ED COLYER,
Assistant to Fred S. Meyer.

TWENTIETH CENTURY-FOX FILM CORP.

August 16, 1947.

JURISDICTIONAL DISPUTES AND COMPLAINTS

Listed below are several of the many jurisdictional disputes and complaints which arose at our studio between March 12, 1945 (the start of the first strike), and up to the present date.

1. *Merry-go-round*.—On February 11, 1946, a dispute arose between local No. 40 and local No. 44 as to who would operate. The merry-go-round was wired and hooked up by local No. 40, and because of the extremely intricate wiring and hook-up, a local No. 40 man operated.

2. *Gasoline-driven hoists*.—On February 9, 1946, we were using said hoist to control the movement of a sailboat on our Sersen Lake, and which was being photographed. An argument arose between locals No. 40 and No. 44 as to who should operate the hoist, and it was decided in favor of local No. 44, as the sailboat was considered a "prop."

3. *Mechanical horses (electrically operated)*.—Approximately in February or March of 1946, we rented two mechanical horses from Metro, and they sent a local No. 44 man (Metro employee) to operate. Local No. 40 wanted one of their men to turn switch on and off, and local No. 44 man refused, claiming that he was responsible for the "prop" and also for the safety of actors. Decision in favor of local No. 44.

4. *Fountains (rigging of same when used for photographic effects)*.—A dispute arose between locals No. 44 and No. 78 (plumbers) as to who should rig the fountain. Local No. 78 claimed the fountain was practical and local No. 44 claimed the rigging because of the fact that the spray would be photographed—therefore it was an effect. Because both sides threatened the set would be "hot," work was stopped, and Pat Casey came over, inspected same, and ruled in favor of local No. 44.

5. *Gravestones and china cabinets (building of)*.—In August of 1946 some gravestones and a china cabinet were built by local No. 946 in our mill, which brought a complaint by local No. 44, who claimed the items were "props." Inasmuch as the items were already completed, the matter stood, but local No. 44 claimed that in the future they would build them.

6. *Dimmers (operation of)*.—From time to time there has been an argument between locals Nos. 40, 728, and 44 over the operation of dimmers that have a rheostat to control the generator. If on stage, and the dimmer is to control lights, we use local No. 728. If it is to control mechanical "props," a local No. 44 man is used.

7. *Maintenance and servicing of sound trucks*.—At our studio local No. 40 has repeatedly complained that local No. 695 should not do this type of work. This has never actually been settled, and to the present date local No. 695 has performed this work.

8. *Amplifiers (sound)*.—This is another issue between locals No. 40 and No. 695 which has never been settled and the work is performed at our studio by local No. 695 men.

9. In March of 1946 locals No. 40 and No. 44 disputed the rights of each other to operate gas-wind machines and gas-driven pumps. These items are operated by local No. 40 men.

10. *Railway baggage car*.—In June of 1946 a railway baggage car was to be completely remodeled, renovated, and repaired. This meant new siding, addi-

tional door, change in location of windows, the repair of platforms and steps, and repair of the flooring. An argument ensued between locals No. 44 and No. 946, with the result that work was indefinitely suspended.

11. *Electric wind machines (when used for purpose of wind effect).*—Locals No. 40 and No. 44 were in dispute recently over the operation of the electric-wind machines for wind effects. Under the directive, local No. 40 does the work in question.

12. *Railway or railroad stage.*—We have a railroad stage, which is used as such, but right after the termination of the first strike locals No. 946 and No. 644 claimed the structure was not a stage, but a "train-shed," and a bitter argument ensued between these two locals and local No. 468. The local No. 644 refused to paint the sets, and work was stopped for 4 days. It was ruled a stage and subsequently over 19 pictures have had shooting sequences filmed inside the structure.

UNIVERSAL PICTURES CO., INC.,
PACIFIC COAST STUDIOS,
Universal City, Calif., August 16, 1947.

MR. CHARLES BOREN,
Motion Picture Producers Association,
Hollywood, Calif.

DEAR CHARLIE: As requested at the meeting yesterday, I am enclosing memorandum of some of the jurisdictional disputes which I can recall.

Very truly yours,

A. H. McCausland.

MEMORANDUM REGARDING JURISDICTIONAL DISPUTES

On May 20, 1946, jurisdictional dispute between Carpenters Local 946 and Propmakers Local 44 as to who would revamp a railroad coach. Proceeding with the work was delayed until Mr. Casey came out to studio with representatives of the two unions. Mr. Casey ruled that the application of the molding, tongue and groove on the side of the car was trim and should be done by the carpenters. Local 44, IATSE, was given the installation of the interior seats and equipment.

Several disputes arose between local 44 and sheet-metal workers as to who should build the tin smokestacks used to carry smoke from the firebox when fireplaces were practical. Studio took position that these should be built and erected by the tinsmiths and not by local 44 as they had nothing whatever to do with the fire effect.

On several instances had jurisdictional disputes between the carpenters and local 44 with respect to the building and hanging of signs. One instance I recall particularly was the sign on a western street attached to the roof, claimed by both unions, awarded to carpenters.

In April 1946 dispute between carpenters and local 44, propmakers regarding a double telephone booth which had to be revamped for use in a picture. As booth was free standing and not attached to set, awarded work to local 44.

February 28, 1946. Painters' Local 644 would not paint a bar if the glass put in the bar was installed by propmakers instead of carpenters. Painters took position that all glazing originally belonged to them but was given to carpenters, but if carpenters were not going to do the work they wanted the jurisdiction returned to them. Glass was installed by the carpenters.

Jurisdictional dispute February 27, 1946, between machinists and projectionists. Machinists claimed jurisdiction over machine that was being assembled outside of projection booth but in the projection department. As there was no machinist work being done in the assembling, awarded work to projectionists.

April 13, 1946, dispute between carpenters and local 44, propmakers, over the building of cut-outs. Had several incidents of this nature arise, but always awarded work to carpenters to build.

On May 29, 1946, Teamsters Local 399 made a bus hot as it had been serviced by automotive mechanics, members of machinists' local. Teamsters refused to allow their men to drive bus. Studio had to employ outside equipment to take people to nearby location.

Several disputes arose between carpenters and local 44 over the building and setting of counters and bars. One particular instance in the spring of 1946 of counter in an airport caused stoppage of work for 2 or 3 days. Mr. Pelton came

out from the producers' association, and finally the work was awarded to local 44 as the counter was constructed independently of any wall.

About 3 weeks ago, dispute between local 44 and set erectors over building of underpinning and contour hill on set. Work was done by set erectors.

A. H. McCausland.

PELTON'S LOG

February 14, 1946.—Advised that he was having trouble getting scenic artists to paint a backing from an assistant art director's sketch, and he had compromised the situation by having a sketch artist duplicate the sketch, but insisted that the scenic artist use the original assistant art director's sketch. _____ is not proud of this appeasement, but felt he must have the backing made.

February 18, 1946.—Advised _____ that the drainage of a lake was one of those open matters and the operating of a pump need not be considered an effect, hence IBEW could do it.

February 26, 1946.—Advised Lou Helm this office had given no advise or interpretations to regarding a transfer of the handling of ice on the back lot from 724 to 278.

February 28, 1946.—Advised that the painters were refusing to paint a bar unless the Carpenters Local 946, installed the ornamental glass. Later it developed that they had avoided arguments between propmakers and the carpenters by remodeling the bar so as not to use glass.

February 28, 1946.—Advised _____ a windmill on a farm would be construction work; that the mechanism was an action prop.

November 24, 1944.—Advised _____ on a borderline jurisdictional dispute between No. 44 and No. 946 on the building of an action trap door that if the unions did not refer the matter to the international presidents for settlement with the understanding that _____ would pay in full to the winning union if his award was incorrect he should try to induce the business representatives to toss a coin and let the winner take all.

January 18, 1946.—Advised _____ to continue building an 84-foot vessel with carpenters insofar as the structure was concerned.

January 22, 1946.—Advised _____ that running repairs on a set could be done by an operator of local 728. He did not need to go to 468 for another man to featherbed the job.

January 23, 1946.—_____ called and gave me data on the operation of his electric cranes. Explained to _____ that back projection maintenance was IA for running repairs and 185 for overhaul or replacements.

January 28, 1946.—_____ reported that a plumber, local 78, refused to operate a steam boiler on an undisputed set, but that the IBEW operated the generator.

January 29, 1946.—Brewer called complaining about UB carpenters erecting sets at night at _____ instead of IA set erectors. Checked with _____, who found this to be a false report and requested to advise Brewer that the complaint was in error.

January 29, 1946.—Brewer further complained that _____ was building sets in the streets with UB carpenters instead of erecting such sets on the stage. I contended that is customary when the mill overflows to use the streets for mill work and I believe this is the situation he would find at _____.

JURISDICTIONAL WORK FOR CARPENTERS, LOCAL UNION NO. 946 (UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA)

(February 8, 1944)

(a) All temporary and permanent construction work and the maintenance of same, including repairs of tar-paper roofs, laying and sanding floors.

(b) The building, manufacture and maintenance of all equipment for all departments which is made of wood or wood substitutes, this includes such articles and items as: scaffold beds and hangers, parallels, dressing rooms, dark room, projection booths, sectional frames, truck beds, signs, etc. (the stretching or application of canvas or sound felt to dressing rooms, sectional frames, and emergency repairs excepted).

(c) The building, manufacture, and maintenance of all flats, cut-outs, profile backings, hard wall backings, etc., which are made of wood or wood substitutes, also wild walls, units, drapery frames, diffusing, tarpaulin frames, etc., floors and sidewalls for tents (emergency repairs excepted).

(d) Installing, maintenance, and striking of all permanent and set hardware. Cutting, storing, grinding, and glazing of all glass.

(e) The laying of all track, wood, or otherwise, for the traveling of units, sets, or parts of sets within scope of the camera (camera and dolly tracks excepted, floor or overhead).

(f) The moving, loading, and unloading of all sets from mill to stage or location and the moving of all sets before they have been shot.

(g) The building of working scaffolds for carpenters, painters, plasterers, electricians, tinniers, etc. (the assembling of patented or tubular scaffolds excepted).

(h) Men are to work with other craftsmen involved in their respective jurisdictions in all work connected with high lifts.

(i) The laying out, placing, setting, erection, or building of all sets, interior and exterior, at studio or on location, new work, revamp or retake and all foundations, underpinning, flooring, bracing, and nailing together regardless of kind of material used. Fitting and hanging of all sash, doors, and gates, stairs and hand railing, frames for ceilings, fit and placed, mill, trim, and carpenter work on same.

(j) The operation and maintenance of all woodworking machinery in the making of all furniture, fixtures, trim, etc. All saw filing.

(k) The manufacture and/or maintenance of all practical household and/or office furniture and the making and/or maintenance of all crating for furniture and machinery—fixtures, or other articles for shipping, hauling, or storage.

(l) The manufacturing, remodeling, building, and maintenance of such articles, items, and objects listed in this section which are made in whole of wood or wood substitutes, also those sections or parts of sections which are made of wood or wood substitutes when made in connection with other materials. Stationary and rolling platform for sets, parts of sets, and units. Airplanes, boats, ships, boxes, benches, bridges, bars and back bars, casements, cupboards, cabinets, built in seats, derricks, docks, doors, dredges, elevators and cabs, escalators, flumes, fences, fixtures, diving boards, gang planks and grills, gallows, hitching posts and rails, hoppers, hurdles, lampposts, locomotives and tenders, lockers, logs, looms, machinery, meat blocks and boards, mill wheels, mangers, phone booths, platforms, pontoons, pulpits, pyramids, railway cars and coaches, rocks, rafts, reed and rattan work, radio towers, ramps, slides, shutters, sash, signs, signals, sluice gates, submarines, streetcars, showcases, shelves, tanks, troughs, trailers, towers, tombstones, built-up tree trunks, telescopes, stables, stalls, setting of seats, trams, turntables, wind mills, winches, water chutes, wood letters, any item or objects which are now or may be used in the future in the studios which are here omitted shall be made in accordance with conditions covering above-named articles and items.

(m) Wood carving, both hand and machine. The removal and replacing of portable floors, waterproofing of sets, floors, tanks, rivers, and units, etc.

(n) Reed and rattan work when used as set, parts of sets, furniture, fixtures, trim, etc.

(o) Jurisdiction of coordinators, technical men (often referred to as unit or follow-up men).

(p) Breakaways: such sets, parts of sets, units, items, and articles as herein listed and specified shall be built by the carpenters except those parts or portions which are to be made for the purpose of breakaway.

(q) The application of all brick, stone, tree bark, molding, etc., to any or all of the articles, items, set, or units herein listed as may be required which is made of "staff" or other substitutes.

(r) The laying out and building of all interior or exterior "mountains," concaves, or terraces.

(s) The aging of all sets, items, units, and articles within our own jurisdiction.

(t) All such work that comes under this jurisdiction which is to be done during "shooting" is to be done by carpenters. Either stand-by or called.

(u) None of the above allocated work is to be built or done in the studio or on location by outside men, nor shall it be contracted to outside persons or firms.

JURISDICTION OF AFFILIATED PROPERTY CRAFTSMEN, LOCAL NO. 44, PROPERTY MAKING AND MINIATURE WORK

March 5, 1947

(a) The manufacturing and building and where the services of the builder are necessary, the setting up and operation of all props (properties), all manufactured trees, action props, all miniatures and any accessory, hanging or fixtures which might be used to decorate, embellish, adorn, mar, or be a part of the set other than the walls or permanent construction of the set. (Set construction to consist of the walls, floors, ceilings, staircases, windows, and doors of a room or building, including the front of the building, steps, marquees, and porches.) (Trim?)

(b) All work in connection with the building of properties or miniatures (regardless of material used or how constructed), furniture making and repairing, installation and rigging, rigging of ships, and all other properties, and/or effects (except special effects—refer to special effects paragraph) shall come under this classification and be so rated.

(c) All papier mâché work, pyrocell, and insullex.

(d) Building and setting up of all railings, fences, gates, stiles, pipe or imitation pipe, regardless of size or what it might represent; metal bars or imitation metal bars or railings, such as might be used on staircases, windows, and doors, ships, modes of transportation, etc., also striking of all built props that are to be saved.

(e) All work, including underpinnings and scaffolding (not working scaffolding) in connection with representations of outside scenery, such as rocks, waterfalls, snow scenes, desert scenes, forest, hills, mountains, etc.

(f) Building and construction of all store and office fixtures, cases (wall or floor), front and back bars, soda fountains, hotel, restaurant, kitchen, and theater prop equipment and furnishings to be used in the making and taking of motion pictures.

(g) The building of all signs, building of stages, scenery frames, and cut-outs.

(h) The building of interiors or exteriors to be used for or representing railway cars and coaches, locomotives, airplanes, submarines, ships, boats, stages, automobiles, wagons, and any other vehicle or mode of transportation.

(i) The setting up, and, where necessary, the operation of secret apertures, whether revolving or sliding.

(j) Building, rigging, operating, grip of elevator doors, and other equipment appertaining thereto.

(k) Building of action parts of a set, including fire escapes, chutes, etc.

(l) All pattern work.

(m) Building and setting up of all sheet metal whether used for miniature or full-sized sets or objects.

(n) All work done in aging of sets when burnt or rasped.

(o) Building of all animated or still figures or animals including taxidermy, rigging and operating of puppets, etc.

(p) All leather work including repairing in connection with harnesses, saddles, etc., as well as all wire or rope rigging used in connection therewith.

(q) All property, special effects, and/or prop making equipment should be built by the prop shop or special effects department.

(r) Building of all set models.

(s) Building and maintenance of all set hardware.

Mr. KEARNS. Mr. Gilbert.

Do you solemnly swear that the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GILBERT. I do.

TESTIMONY OF EDWARD M. GILBERT, BUSINESS REPRESENTATIVE, SCREEN SET DESIGNERS, ILLUSTRATORS, AND DECORATORS, LOCAL 1421, LOS ANGELES, CALIF.

Mr. KEARNS. Do you recognize his letter that you wrote me [indicating]?

Mr. GILBERT. Yes, sir.

Mr. KEARNS. Is this an accurate copy of the report that you wished entered into the record here?

Mr. GILBERT. It is.

Mr. KEARNS. Will you, for the sake of the record, ask and request this be placed in the record pertaining to your union?

Mr. GILBERT. I would request that the statement which I hold in my hand be placed in the record as a part of the evidence in this hearing.

Mr. KEARNS. Thank you very much.

Mr. McCANN. Just a minute. May I ask, please, sir, for the record, if you will state your name and your residence and your telephone number, so we will have that?

Mr. GILBERT. My name is Edward M. Gilbert. 1051 East Magnolia Boulevard, Burbank. My telephone number is Charleston 6-2690.

Mr. McCANN. What official position do you occupy with a union?

Mr. GILBERT. I am business representative of the Screen Set Designers, Illustrators, and Decorators Local 1421.

Mr. McCANN. Mr. Chairman, may I ask, is it your desire that this material be reproduced as a part of the record, rather than as an exhibit?

Mr. KEARNS. That is correct.

Mr. McCANN. Then may we have it follow this little statement as to his residence and official position?

Mr. KEARNS. No objection.

(The document referred to is as follows:)

STATEMENT OF E. M. GILBERT, BUSINESS REPRESENTATIVE OF SCREEN SET DESIGNERS, ILLUSTRATORS, AND DECORATORS, LOCAL 1421, ON BEHALF OF THAT UNION AND THE CONFERENCE OF STUDIO UNIONS

There has been long, bitter, costly discord in the film industry. A congressional committee is now investigating this industrial strife—its background and causes. The committee's avowed purpose is to seek out the true issues, to fix responsibility in the light of national labor legislation, and to use its good offices to restore industrial peace in the studios.

The committee has a splendid opportunity to accomplish these aims. It will hear industry, labor, and public witnesses. We offer our utmost cooperation toward the end that the full story be brought to light.

In this, the story of one group of studio workers, we have much to contribute. We believe that our labor-relations experience will illustrate the basic causes of the strife. We believe that our story will show what is wrong and what needs to be corrected in studio employer-employee relations.

The workers I represent are artists and semiprofessional employees who work as designers, illustrators, decorators, model artists, and costume designers and illustrators. We are members of local 1421, the Conference of Studio Unions, and the Brotherhood of Painters. Our work requires a high degree of talent and skill and knowledge of film techniques. Our members have had long training and experience in architecture and allied professions.

I am personally qualified to relate this story because I have made my living as a set designer in the studios, excepting for brief interruptions, since 1927. For 12 years I have been active in our union affairs and have carried union responsibilities. Since June 1946, when I was elected business representative, I have worked for local 1421.

Our history is a record of constant struggle to build and defend a clean, democratic, autonomous organization, and to exercise the American right of collective bargaining. It is a record of striving against great and sometimes fantastic obstacles.

The committee has been told that this studio strife is a jurisdictional dispute. Mr. Kahane pointed out that thousands of the industry's oldest and most skilled workers have been out of work for 20 months in the past 2½ years.¹ Mr. Freeman stated his belief that the studio trouble arose out of a struggle for power among national union officials.²

But I say that a distorted view has been given the committee by management representatives, and I believe I can show why the employers have cast themselves in the role of innocent and helpless third parties caught in the middle of a fight between two powerful union groups.

The following facts about local 1421 will demonstrate why the committee needs to dig deeper for the real explanation. Over 400 members of our union have endured and stood together through the hardships of this 3-year struggle. We have met frequently, elected our own officers and representatives. Our affiliations with our national union and with the conference of studio unions are wholly voluntary. We have had access to every document and every available fact bearing on the long controversy. Every important decision of these 400 men and women has been the result of their own democratic vote—often by secret ballot. We have received orders from no one.

These facts simply do not fit into the employers' theory of two conflicting union dictatorships—Walsh v. Hutcheson.

And that is why the experience of the designers, illustrators, and decorators is worth telling and why it merits the committee's consideration.

We shall tell it as simply and directly as we can. Our footnotes refer to documents or sources of direct evidence by which our statements may be verified.

A few words are necessary to explain why this group of artists formed a union and became a part of the CSU.

As the motion-picture industry developed, during the 1920's, into a large-scale, impersonal, corporate business, the need for collective bargaining became evident to art department workers. The studios frowned on organization in our departments and showed their displeasure by discrimination against those who talked organization. Six designers were discharged by MGM studio for no other reason than attending a committee meeting in a private home where the possibility of organizing was discussed.³

Between 1928 and 1933 the art department workers tried, through a social-professional club, and then through union affiliation with the scenic artists, to establish minimum standards of wages and conditions in their work. The employers refused recognition.

In 1936 a new attempt was made and a committee of designers inquired as to the proper and effective affiliation which could be made within the American Federation of Labor. The IATSE informed this committee it had no place for the group.⁴ The Scenic Artists Local 621 of the Painters Brotherhood offered membership.

A large proportion of art-department employees joined the scenic artists local in 1937 and took part in a strike of several studio crafts that year for recognition and for contracts. The officials of the IATSE tried to break that strike by claiming jurisdiction, recruiting strikebreakers, and publicly vilifying the leaders of the striking crafts.⁵ The IATSE attack on the strikers was partially successful and, although local 621 emerged with an interim agreement in the strike settlement, the local fell apart when the producers withdrew recognition in the post-strike negotiations and insisted on retaining the strikebreakers.

The designers came together again later in 1937 in an independent guild and after more than a year of negotiation, this organization—Screen Set Designers—secured the first art department contract. Thus, in 1939 and after about 11 years of effort, we secured our first fruits of collective bargaining.

A circumstance which aided us at this time was a weakening in the control of national officers over the local membership of the IATSE. The scandal of corruption and racketeering in the IATSE national office was beginning to break

¹ Testimony of B. B. Kahane in current hearing.

² Testimony of Y. Frank Freeman in current hearing.

³ Refer to Mr. Idris Lloyd, then chief draftsman at MGM Studio, 4716 Berryman, Culver City.

⁴ Refer to Frank J. Drolik, set designer, 5922 Carlton Way, Los Angeles 28.

⁵ Refer to files of Daily Variety, May 1 to July 15, 1937.

and the IA's local membership was in revolt. When the discredited president of the IATSE and his Hollywood representative made a final gesture of "taking over the industry," however, screen set designers turned again to AFL affiliation for protection. We voted to take a charter in the painters brotherhood.

There followed a period of peace and of genuine collective bargaining.

The Conference of Studio Unions was formed during this period and set designers local 1421 joined other autonomous unions in that organization. We are sure that other witnesses will trace the history of the CSU.

Model builders and illustrators joined 1421 and all went well with the local until the new famous set decorator controversy began to develop.

The decorators had been members of the Independent Society of Motion Picture Interior Decorators for a number of years. Their bargaining relations were unsatisfactory and, like the set designers had done before, they sent out a committee to investigate union affiliations. The IATSE stated to the committee it had no place for decorators.⁶ Local 1421 welcomed them to join our other art groups.

The subsequent background events which led up to the 1945 strike are best told by Mr. Stewart Meacham, then regional director of the National Labor Relations Board, in his report of June 12, 1945.⁷ That report says:

"This summary is based in part on the information developed by the hearings conducted by both the War Labor Board arbitrator, Thomas H. Tongue, and National Labor Relations Board Trial Examiner Maurice J. Nicoson.

"1. On May 3, 1942, the producers entered into a contract with the Society of Motion Picture Interior Decorators, effective from April 1, 1942, to April 1, 1947, which included the following provisions, among others:

"*Paragraph 2. Recognition.*—The producer recognizes the society as the exclusive collective-bargaining representative of all employees covered by this agreement. The society makes this agreement on behalf of such employees, a majority of whom the society warrants are members of the society in good standing.'

"*Paragraph 10. Change of bargaining representative.*—In the event that a majority of the interior decorators and assistant interior decorators in the employ of the producer should designate a different bargaining representative, the name of such representative shall be inserted herein in lieu of the name of the society, or the producer may, at its option, declare this agreement null and void. In the event that the society should affiliate with any other labor organization the name of such labor organization shall be inserted herein in lieu of the name of the society, or the producer may, at its option, declare this agreement null and void.'

"2. The society had never been certified by the National Labor Relations Board, but the employers recognized it was the bargaining agent for the interior decorators.

"3. On October 26, 1943, the members of the society voted that the society should affiliate with local 1421 and designate it as exclusive bargaining representative. Thereafter all members of the society became members of local 1421.

"4. On November 6, 1943, local 1421 notified the producers that the society had affiliated with local 1421 and that it desired to adjust certain provisions of the agreement between the producers and the interior decorators.

"5. On November 6, 1943, the producers were notified by local 1421 that the agreement between them (for groups other than interior decorators) would expire on January 1, 1944, and that it desired an early date to proceed with negotiations for a new contract, to include interior decorators.

"6. On November 11, 1943, the producers acknowledged this letter and suggested that local 1421 forward a written proposal of the amendments desired. No mention was made nor question raised concerning its claim to represent interior decorators.

"7. On December 30, 1943, negotiations were officially opened, no objection being raised by the producers, and were then transferred to New York, where further negotiations were held on April 11, 1944.

"8. On June 8, 1944, at a further meeting in Hollywood, local 1421 proposed a form of contract to cover all groups represented by it, including interior decorators. At this meeting wages, hours, and conditions for interior decorators were discussed. No express objections were made by producers at this meeting.

"9. On July 25 or 26, 1944, there was a further meeting, at which the producers requested the union to obtain a letter from the society notifying the producers

⁶ Refer to Otto Siegel, decorator, 4173 Dixie Canyon, Sherman Oaks.

⁷ NLRB Case No. 21 re 20.

of the change in affiliation. This was understood by local 1421 to be regarded as a mere legal formality required by attorneys for the producers. On July 28, 1944, such a letter was sent to the producers over the signature of the secretary and former president of the society. By reply dated August 10, 1944, the producers notified the society that they were not willing to recognize local 1421 until certified by the National Labor Relations Board and that until then the producers would continue to recognize the society. The society, however, had ceased to exist, except for "cultural" purposes and to retain and disburse its funds, which had not been turned over to local 1421.

"10. On August 8, 1944, the producers advised local 1421 that as a formality it should be certified by the N. L. R. B., following which, on August 8, a petition was filed by local 1421 with that Board. On August 16, local 44 intervened in this proceeding. Local 1421 concedes that some decorators had cards with local 44, but only in order to work as property men when no work as interior decorators was available. On August 30, local 1421 withdrew its petition, claiming it to be an unnecessary step for the reason that there was no question of representation.

"11. There is no evidence that after October 28, 1943, the producers ever actually dealt with the society as the bargaining representative for interior decorators. On the other hand, the producers, by a course of conduct gave de facto recognition to local 1421 as the bargaining representative for interior decorators, at least to the extent of hiring all decorators through local 1421, and to the extent of settling at least two grievances with local 1421 for interior decorators. Recognition also was granted to the extent that representatives of interior decorators were included on the union committee with which the producers met to negotiate a new contract and discuss wage rates for interior decorators.

"12. On August 31, 1944, local 1421 notified the producers that it had withdrawn its N. L. R. B. petition, but stood ready to submit proof that it represented 100 percent of the former members of the society, enclosing a list of alleged members. In a reply dated September 13, 1944, the producers requested that local 1421 submit a description of the bargaining unit claimed by it to be appropriate. This was the first time that any reference to this point had been made by the producers. On September 14, local 1421 replied by enclosing a copy of the jurisdiction granted by its international union. By letter dated September 19, 1944, the producers notified local 1421 that they did not agree to the appropriateness of the bargaining unit suggested by local 1421 insofar as it would include interior decorators, did not recognize it as collective bargaining representative of the employees in that unit, and would not negotiate with local 1421 for interior decorators. Relations then deteriorated until a strike on October 5, 1944, following which the War Labor Board assumed jurisdiction upon certification by the Secretary of Labor.

"13. On December 7, 1944, local 1421 filed a strike notice in accordance with the provisions of the War Labor Disputes Act.

"14. On January 6, 1945, a strike vote was conducted among all of the employees of the producers over whom local 1421 claimed jurisdiction, including set decorators. The overwhelming majority of the voters voted in favor of permitting an interruption of work.

"15. On February 17, 1945, a War Labor Board arbitrator Thomas H. Tongue, issued his award in which he held as follows:

"(1) In view of the past history of collective bargaining involving interior decorators between the producers and local 1421, including the transfer to local 1421 of the bargaining rights for such employees from the Society of Motion Picture Interior Decorators pursuant to its contract with the producers dated May 3, 1942, the producers and local 1421 shall proceed to operate under the terms of said contract and to negotiate either amendments to that contract or, if the producers are willing, an entire new contract including interior decorators with other groups operated by local 1421.

"(2) These conditions shall continue until either—

"(a) The contract of May 3, 1942, together with any amendments agreed upon, or any agreement negotiated to supersede said contract has expired in accordance with its terms; or

"(b) In the event of disagreement over the terms of such amendment or agreement, until the National War Labor Board has decided such terms and until such contract has then expired in accordance with its terms; or

"(c) In the event that the National Labor Relations Board should assume jurisdiction to determine any question of representation, until a final determination is made by such Board of a different bargaining agency or unit; or

"“(d) Until the conflict in jurisdiction between local 1421 and local 44 is resolved within the organization of the AFL; or

"“(e) Until the further order of the National War Labor Board.

"(3) It is understood that this award is without prejudice to the rights of either the producers, local 44, or local 1421 to petition the National Labor Relations Board to determine any question of representation that may exist nor to the rights of either union to request the AFL to determine the conflicting claims of jurisdiction, but is solely an award to preserve the status quo in the public interest unless and until such a final determination is made of this controversy.'

"16. On February 26, 1945, the producers filed a petition with the War Labor Board for a review of the award, asking the War Labor Board to set the award aside and requesting the War Labor Board to order the IATSE and local 1421 to join the producers in requesting the National Labor Relations Board to resolve the question of representation.

"17. On February 27, 1945, the petition in the instant case was filed by the producers.

"18. On March 7, the hearing in the above-captioned case began before Trial Examiner Maurice J. Nicoson.

"19. On March 12, local 1421 went out on strike. Numerous other employees including carpenters, electricians, machinists, painters, refused to go through the picket lines and joined the strike.

"20. On April 4, 1945, producers notified each of the set decorators who were on strike that 'You are hereby notified that your employment is terminated. Such action was taken because of your failure to report for work, and perform services in accordance with your obligation so to do.'

The 1945 strike ended on October 31. The settlement restored all 1421 members to their jobs and removed all the strikebreakers in our jurisdiction—although many of these, while not working, remained on studio pay rolls for months.

That strike would never have occurred if the producers had lived up to their contracts and their collective-bargaining obligations. Mr. Freeman explained, in his testimony here, that the producers were in the middle and faced with the choice of offending one of two unions. Let us examine that producer position in the light of subsequent events.

Two important decisions were rendered which cleared jurisdictional matters for local 1421:

1. The December 1945 AFL directive settled the matter of jurisdiction over the decorators in the following language:

"The committee finds that set decorators in the motion-picture studios come within the jurisdiction of the Brotherhood of Painters, Decorators, and Paper-hangers of America."

2. The National Labor Relations Board on October 26, 1945, issued a certification to local 1421 as exclusive bargaining agent for set decorators. That certification said:

"It is hereby certified that Screen Set Designers, Illustrators, and Decorators, Local 1421, has been designated and selected by a majority of all set decorators employed by [the major studios] as their representative for the purpose of collective bargaining and that * * * the said organization is the exclusive representative of all such employees for the purpose of collective bargaining * * *."

On January 1, 1946, we were therefore ready to resume contract negotiations—already 2 years overdue.

The period from January 1 to July 1, 1946, was characterized by:

1. Dilatory and evasive negotiations on the part of the producers. (See Casey correspondence in the record of this hearing.)

2. Agreement between the producers and the CSU on a plan for arbitrating all jurisdictional differences.⁸ This plan was never made effective because it was never accepted by the IATSE.

3. Continuing jurisdictional encroachments on the CSU locals.

Carpenters Local 946, Machinists Local 1185, and our own local 1421 were the targets of these new encroachments. The problems of the carpenters and machinists are covered in detail elsewhere in the testimony of this hearing.

The efforts of all three locals to resolve these disputes in an orderly and peaceful manner should be emphasized. The records show that the carpenters referred the matter to the only recognized tribunal for clarification—the three-man committee of the executive council of the AFL. The machinists took their problem to the NLRB. Local 1421 tried to straighten out its difficulties in direct dealings

⁸ Testimony of Pat Casey in current hearing.

with studio management and withheld any drastic action in the hopes that an orderly arbitration plan would be adopted.

The nature of the jurisdictional raids made on our union in the period between the 1945 strike settlement and the present controversy is extremely interesting and revealing. I will briefly describe several incidents.

1. On June 5, 1946, a decorator and member of local 1421⁹ was sent home from his work on a Twentieth Century-Fox location in Boston and replaced by an IATSE member. This action by the company was instigated by the business agent of IATSE, Local 44. We protested the incident to Mr. Fred Meyer of the company and to Mr. Pat Casey. Our member was retained on the studio pay roll but denied his proper work on the location and no satisfactory reply was ever made by the company or the Producers Association.

2. At about the same time another local 1421 decorator permittee¹⁰ was removed from an independent company's location in Utah under almost identical circumstances.

3. During July 1946, we had occasion to protest to Mr. Charles Boren, then labor relations manager of Paramount Studio, regarding that studio's sending an IATSE man to decorate location sets in place of a 1421 decorator. Mr. Boren gave us assurance that where a decorator was required on location a 1421 decorator would be employed. It was reported to us later, however, that considerable decorating was done on the Paramount location and that it was done by an IA man.

4. In August, Warner Bros. studio prepared to send a location to New Mexico and assigned a member of IATSE Local 44 to go as decorator rather than a member of local 1421¹¹ who was handling the picture. This case was taken up in detail with Mr. Carroll Sax of the company but no satisfactory answer was received and our member was excluded from his proper work.

5. During the summer of 1946 an IATSE man performed decorator services at Enterprise studio. At this time he carried a card or permit from the Society of Motion Picture Art Directors. In August the same man appeared with the Riskin Co. at RKO studio where he was again engaged in decorators' duties. We learned that his permit had been canceled by the art directors and that he was working at RKO on an IATSE card.

We protested the incident to the head of the art department and the head of the property department of RKO and to the production manager of the Riskin Co.¹² The latter informed us that the business agent of IATSE Local 44 had demanded this man's retention and had threatened to strike the production if the man were removed. This production manager stated that he was compelled to accede to the IATSE demands.

Local 1421's interest in the above cases was to protect its members in their jobs. When the usual and normal functions of a jurisdiction are withdrawn, the result is that the jurisdiction shrinks and disappears.

The behavior of the companies in the above cases, even after the jurisdiction of decorators had been so clearly resolved by the AFL directive and the NLRB, was still in the pattern of favoring the IATSE in work assignments. Mr. Freeman called it appeasement. That theory rests on a picture of the IATSE as a large and aggressive union ready, at any time its demands were not met, to shut down production and to close the theaters across the country.

We have long denied the truth of this picture of the IATSE. We have had close and harmonious relations with some IATSE locals which governed their own affairs. We have seen the members of IATSE Local 44, the most aggressive Hollywood group from which most trouble stems, repudiate their business agent appointed by the international and the jurisdictional strife he fomented. We have seen the overwhelming majority of the members of the IATSE and other unions stand together for the common good as they did in July 1946, strike in defiance of orders from their international president. We know that the smallest and weakest group of independent producers have stood up to the IATSE and refused their unreasonable demands and we have seen the aggressors back down—unable to carry out their threats because IATSE members, like any other unionists, do not like interunion strife. And finally, we think the projectionists in the Nation's theaters are also reasonable men, not puppets on a string.

For these reasons we are convinced that the producers "in the middle" posi-

⁹ Refer to Fred J. Rode, decorator, 1857 South Mansfield, Los Angeles 35.

¹⁰ Refer to Allan O'Dea, decorator, 1745 North Gramercy Place, Los Angeles 28.

¹¹ Refer to Jack McConaghay, decorator, 6737 Woodman, Van Nuys.

¹² Mr. Holman, production manager.

tion is a fiction and that Mr. Walsh's report to his convention relating an agreement with Mr. Niek Schenck to man the studios, is nearer the truth.

The advantage to the film employers in such an arrangement is real and great. Mr. Walsh has dictatorial powers in the IATSE and, like his predecessors, uses them ruthlessly and to the hilt.¹³ Accord between the producers and Mr. Walsh give the employers a strong voice in union affairs. They can use this influence to compromise or destroy the bargaining power of democratic and autonomous unions.

We contend that this explains the attacks made on the free unions of the CSU since 1945; and we believe we have additional proof that the producers have encouraged the aggressions, not merely submitted to them as a matter of appeasement.

Consider three other difficulties in which we were involved during 1946.

1. The making of drawings for the construction of sets and for set models has long been assigned in our contracts as the work of set designers. Twentieth-Century-Fox studio requested emergency permits to have some of this work done by assistant art directors and local 1421 issued permits on a temporary basis as requested. Later the studio continued to have the drawings made by the same nonmembers of local 1421 and denied the union's jurisdiction over the work. Six local 1421 model builders were discharged by the company when, under union instructions, they refused to construct set models from the drawings made in violation of contracts.

2. At Enterprise Studio a man was employed as an assistant art director. During his employment he did nothing but make sketches for sets. This is precisely the duty of a local 1421 illustrator, not an assistant art director. The business representative of the art directors claimed that this man was designing, not sketching, and that every phase of designing is within the province of art directors, not local 1421.

3. It has long been the custom for some writers, directors, and producers to have an illustrator working directly with them during the preparation and planning of a film. This enables the planner to secure sketches giving a camera-eye representation of the action or composition or continuity he visualizes. It can be a valuable aid in preparation for shooting a film and can effect great economies. In the summer of 1946, at Universal Studio, the Society of Art Directors demanded that a local 1421 illustrator¹⁴ be prohibited from working thus with a producer unless he became a member of the society. The studio later acceded to this demand and removed the work from the producer's office.

These three incidents are in the same sort of jurisdictional harassment as that which local 1421 suffered at the instigation of the IATSE. They are significant because the studios had no possible excuse of being "in the middle" when it submitted to the society's claims. The Society of Motion Picture Art Directors is an independent organization, always close to management, always doing management's bidding, and embracing within its membership the chief draftsmen and department heads who hire and fire the members of local 1421.

It is for these reasons we have concluded that the jurisdictional difficulties which confronted our union and embarrassed it each time we were in negotiations were encouraged, if not actually planned, by the employers to impede our bargaining.

As final proof that our union has been the victim rather than the perpetrator of jurisdictional raids, let me relate two more recent events:

Local 1421 has repeatedly asked for negotiations to settle the current dispute. You have heard how for many months the producers declined to meet. On May 22, 1947, they granted us a meeting. Our negotiating committee was stunned when at that meeting Mr. Charles Boren announced that the producers could not negotiate with local 1421 for the decorators. His reason was that he had received a telegram from Roy Brewer, of the IATSE, claiming to represent this group.

And, finally, just last week, during this congressional hearing, the IATSE entered petitions with the NLRB claiming to represent carpenters and set designers.

ARBITRATION

Mr. Kahane stated here that the producers have been anxious for arbitration machinery to settle jurisdictional disputes. Has the good faith of the producers been tested on this point? Let's examine the record:

The three-man committee of the A. F. of L. executive council was certainly an arbitration tribunal set up by top union authority. Yet the producers, as well

¹³ Refer to NLRB case No. 21 C 2564.

¹⁴ Refer to Edward Haworth, illustrator, 12137 Tiara, North Hollywood.

as the IATSE, defied that tribunal and rejected its decisions. (In the case of the decorator members of local 1421, it should be noted that the producers and the IATSE reject terms of the December 1945 document as well as the subsequent clarifications.)

The CSU long demanded arbitration machinery as a condition of settling the current dispute. Our unions have been willing to accept any reasonable and impartial plan of arbitration and have repeatedly said so. We publicly accepted proposals advanced by the Inter-Faith Council, by a committee of Catholic clergymen, and by the Screen Writers' Guild. The producers and the IATSE remain silent.

On December 13, 1946, local 1421 made a public challenge in the Hollywood trade papers as follows:

"The executive board of local 1421 has invited the American Arbitration Association to submit a fair and impartial plan of arbitration for the settlement of all disputes between studio unions over allocation of work.

"1421 believes that the employers and all unions in the industry, if these parties are in good faith in their statements that they desire elimination of jurisdictional disputes, are obligated to consider and accept a plan formulated and recommended by this experienced national organization of arbitrators."

No response came from the employers.

The local representative of the American Arbitration Association, Mr. Walter Elliot, contacted the producers and the IATSE regarding our invitation. We suggest that Mr. Elliot be asked what obstructed our plan.

Is there not a peculiar contradiction between two statements made here by employer representatives? Mr. Casey said the A. F. of L. has never resolved a serious jurisdictional dispute. Mr. Kahane said, "We have learned from long experience that jurisdictional disputes cannot be settled on the level of the local unions."

But the producers themselves have repeatedly referred Hollywood disputes to the higher level where settlement has been blocked by Mr. Walsh. Have they found jurisdiction a useful device with which to wreck a union's bargaining power?

In the light of Mr. Walsh's agreement with Mr. Nick Schenck to man the studios, this is a logical and obvious conclusion.

A great effort has been made in Hollywood since last September and in this congressional hearing to place blame on President Hutcheson of the carpenters.

We have never seen Mr. Hutcheson. He has had very little to say regarding this lock-out. We do not know his personal attitude.

What we do know is this. The studio carpenters had a valid grievance when 400 strike breakers from 1945 were given carpenter jobs through an employer interpretation of an unclear arbitration directive. The studio carpenters sought redress of that grievance in orderly, peaceful procedure, and through proper channels. Six months later the mistake was corrected by proper authorities. The carpenters were then discharged because they insisted on working under the rules laid down.

As to Mr. Hutcheson, it is our observation that he has given unwavering support to his members here when they fought against the unjust and unreasonable lock-out.

We are sure that the entire dispute, from the beginning, has not been a bona fide jurisdictional issue between unions but rather that it was planned and provoked to weaken or destroy a group of unions. The unions of the CSU are operated by their members and have autonomy within their international unions. Because these unions possess real bargaining power and have used it to improve the conditions of every worker in the motion-picture industry, the employers had a definite motive for attacking them.

All of the long experience of the designers, illustrators, and decorators with the producers and the IATSE has led us to that conclusion.

For the purpose of this hearing and in the interests of restoring peace we are perfectly willing to put recriminations aside and to center our efforts toward bringing this long, costly, needless controversy to an end.

Our members want to return to their jobs. They should be reinstated.

They want stable, equitable relations with the studios. Such relations should be defined in proper contracts.

They want no more of jurisdictional bickering and strife whether it be real or simulated to cover up some other ulterior purpose. We are confident that all of the workers in the film industry will heartily welcome and support an arbitration plan which will eliminate such disputes in the future.

Mr. KEARNS. Do you have any other data ready?

Mr. McCANN. Are you ready to read your letter?

Mr. LUDDY. Yes.

Mr. McCANN. Mr. Luddy would like to read a letter into the record written by Mr. Walsh to Mr. Green, I think in September of 1946.

Mr. LUDDY. It is on the matter of the clarification and directive.

Mr. KEARNS. You had better take the chair then.

Mr. LUDDY. Very well.

TESTIMONY OF MICHAEL G. LUDDY—Recalled

Mr. KEARNS. You are already sworn?

Mr. LUDDY. Yes.

Mr. McCANN. You are counsel for the IATSE?

Mr. LUDDY. I am.

Mr. McCANN. What do you hold in your hand, sir?

Mr. LUDDY. I hold a true and correct copy of a letter dated September 19, 1946, written by Richard F. Walsh, international president of the IATSE, and addressed to Mr. William Green, president of the American Federation of Labor.

Mr. McCANN. Will you read it; please, sir?

Mr. LUDDY (reading) :

SEPTEMBER 19, 1946.

Mr. WILLIAM GREEN,

President, American Federation of Labor, A. F. of L. Building,

Washington 1, D. C.

DEAR SIR AND BROTHER: Receipt is hereby acknowledged of your letter of August 27, in which you enclose a paper described as "a statement of clarification," prepared by Brothers Knight, Birthright, and Doherty, who, in December 1945 constituted a committee of the executive council of the American Federation of Labor, and rendered a decision, which was final and binding, in the jurisdictional disputes then existing in the motion-picture studios at Hollywood, Calif.

It is difficult to resist the pressing temptation to discard restraint in expressing my opinion of this document and the circumstances that brought it about.

By the terms of the very directive of the executive council of the American Federation of Labor which created the committee at Cincinnati, it was expressly provided that such committee "shall investigate and determine within 30 days, all jurisdictional questions still involved." The committee itself was keenly aware of this express time limitation placed upon its authority to act. On numerous occasions during the course of the hearings which were conducted in Hollywood, the committee members alluded to the fact that under the directive, the decision had to be rendered within a period of 30 days. In the minutes of the seventh session, when the IATSE appeared, Chairman Knight stated (at p. 8): "The committee has come out here, and we have 30 days to make an investigation and the termination and decision."

Again, at page 9, when I inquired whether the parties would be afforded an opportunity to rebut the case presented by the other side, Chairman Knight responded: "We don't anticipate any rebuttals, because it cannot be done in 30 days."

Later, when I urged upon the committee that more than one representative from the IATSE would be necessary for a proper explanation and physical demonstration of the work being performed by members of our organization on the occasion of the inspection visit to the studios, I was emphatically reminded by Chairman Knight that: "* * * time is valuable in this case, under our directive" (p. 10).

The committee's determination by the very terms of the directive became its final and binding decision. No continuing authority was vested in the committee, or in its members, collectively or individually, and when the decision was filed, its powers and functions ended.

The present so-called clarification, therefore, constitutes an attempt by a committee no longer possessed of power or authority, to change its official deci-

sion, and as such it is a complete nullity. The executive council itself, at the January 1946, meeting in Miami, which I attended pursuant to invitation, declined to modify or "clarify" the committee's decision and affirmed it in all respects, recognizing that the committee's decision was final and binding.

At Cincinnati, in October, 1945, all of the parties agreed to accept the decision of the committee as final and binding—and part of that agreement was the specific time limitation upon the committee's authority. The committee rendered its decision within the time limit specified, to wit, on December 26, 1945. Notwithstanding the fact that the decision was, in many important aspects, unfavorable to the organization which I have the honor to represent, we abided by its terms to the letter and to our detriment. On the other hand, the United Brotherhood of Carpenters, in violation of their solemn agreement, flaunted the directive and the decision, and by disruptive tactics and insidious devices sought to bring about its reversal. Through the persistent efforts and pressure of Brother William L. Hutcheson, the president of the carpenters, three individual members of the executive council, *functus officio* as a committee, were prevailed upon to arrogate to themselves the authority to reverse a final decision under the subterfuge of a purported "clarification."

Significantly enough, Brother Hutcheson is a member of the executive council of the American Federation of Labor, and its first vice president, and as such is in a dominant position to influence the council's actions and undertakings. When Brother Hutcheson defied the American Federation of Labor and refused to abide by the decision, the council supinely did nothing. Nevertheless, up to now, we have been content to make no mention of this undue advantage accorded the carpenters' union in this matter, but certainly we cannot be expected to refrain from voicing vigorous complaint, when it appears that the three individuals involved, formerly constituting an official committee, have so obviously surrendered to pressure, even to the point of assuming to act in the absence of any power or authority to do so. In this connection, I think it is important to call attention to the brazen tenor of the communication which Brother Hutcheson sent to Mr. Eric Johnston, representing the employers, in which he requests the producers to comply with "this interpretation and all future interpretations." In agreeing to abide by the Cincinnati directive of the executive council, the IATSE did not surrender, to the council or any committee the power to decide its jurisdiction in the studios for all future time.

The irregularity tainting this recent action of the defunct committee is further emphasized by the fact that it undertook to render this so-called clarification without serving in advance any notice on the international union of its intention so to act, or offering us the right of a hearing on connection therewith. No copies of the report filed by Organizer Daniel V. Flannagan under date of August 9, 1946, or of the brief submitted by the carpenters union, referred to in the offending document, was ever served upon the IATSE. We were not notified or requested to appear before the August 1946 session of the executive council in Chicago. In consequence, not only is the clarification void and illegal in its inception, because of the complete lack of power in these three individuals to act in the premises, but it is illegal as well because of the failure to offer my organization a fair and reasonable opportunity to present its case.

Moreover, the clarification itself is basically false and unsound and obviously arrived at through a process of reasoning which was calculated to bring about a foregone and evidently an imposed conclusion. It is a gross distortion of everyday language to define the word "erection" as meaning "assemblage." The words "erection" and "assemblage" each have well-defined meanings and they are in no way synonymous. According to Funk & Wagnall's New Standard Dictionary, "erection" means "the act or process of building or constructing as a house or other structure." On the other hand, "assemblage" means "the act of fitting together as part of a machine; union of parts; assembling." Hence, it appears that the word "erection" is a broader term embracing all of the multiple aspects of the making, construction, assembling, and setting up of objects or structures. The ordinary reasonable man so understands the term.

The whole tenor and import of the committee's decision of December 26, 1945, is destroyed and rendered useless and impractical by the narrow and erroneous interpretation which has now been placed on the word "erection." The December 26, 1945, decision, which incorporated the "1926 agreement" between the carpenters and the IATSE, provided that the IATSE shall have jurisdiction over the "erection of sets on stages, except as provided in section 1." Section 1 provided that the United Brotherhood of Carpenters and Joiners of America should have jurisdiction over all "trim and millwork on sets and stages." Un-

questionably, if all that was allocated to the IATSE was the assemblage of sets, there would have been no necessity whatever to except from its scope of activity "trim and millwork on sets and stages." Trim and millwork are not involved in "assemblage," but they are involved in "erection."

It is apparent from the decision of December 26, 1945, that it was the over-all purpose and intent of the committee to allocate to the carpenters the carpentry work on permanent constructions, such as buildings and studios, and to a limited extent only on temporary structures such as sets on stages. The limited jurisdiction assigned to the carpenters with respect to sets is that of performing the trim and millwork thereon and the construction of exterior sets. Jurisdiction over the making of miniature sets, the making of "props" (sec. 7, Property Building), the erection (or making) of sets on stages, with the exception of trim and millwork thereon, and the wrecking of all sets, whether exterior or interior, and the erection of platforms for lamp operators and cameramen on stages, was assigned to the IATSE.

If any ambiguity was involved in that decision—and we say emphatically that there was none—it cannot be resolved by the gross distortion of commonly understood language, which the defunct committee has now indulged in—language which, moreover, was not even that of the committee itself, but employed by the parties themselves and embodied by them in their "1926 agreement." For the sake of harmony, and a peaceable relationship between the parties in the motion-picture studios, the IATSE entered into the 1926 agreement, setting forth the respective jurisdictions of the carpenters' union and of the IATSE. The IATSE in that agreement made important concessions to the carpenters' union by agreeing to relinquish some of the jurisdiction which it had traditionally held, both in fact and under prior agreements. The jurisdiction relinquished, however, went not one iota further than to give to the carpenters' union the right to construct exterior sets and to perform "trim and millwork" on interior sets. This entire matter was discussed at length by me and others at the hearings before the committee—so there is no excuse or possible claim that the committee misunderstood.

The unwarranted, illegal, and futile interpretations placed upon the December 26, 1945, decision by those individuals constitutes an intolerable encroachment upon the rightful jurisdiction of the IATSE. Organization of the workers throughout the entire moving-picture industry is directly attributable to the indomitable efforts exerted and considerable expenses incurred by the IATSE. We have been the spearhead of the opposition against the concerted and repeated attempts of Communist and CIO organizers to capture the industry away from the American Federation of Labor. If the so-called clarification were enforced, it would seriously weaken and undermine this established effectiveness and strength of the IATSE. Neither the unions nor the producers can possibly live in harmony under this purported "clarification." Instead of maintaining peace, where disputes had been rampant, it would rekindle the dying fires and muddy the formerly troubled waters in Hollywood, and thus lay this entire field wide open to the unholy conspiracy to cripple the American Federation of Labor in the studios. After I attended the meeting of the executive council in Chicago in August 1945, you gave your assurance that a committee would be appointed to investigate the subversive activities threatening in the Hollywood studios, but to date, no action on that has been taken by you. Instead, the council's actions have given sustenance, confidence, and courage to those elements in the studios which have thrived on internal controversy.

On behalf of the IATSE I vigorously protest this recent action of the executive council and of the three individuals who, unlike their subscription to the original decision, do not even sign their objectionable statement as a committee. Because of the circumstances bringing it about, this action reflects discreditably upon the American Federation of Labor as a whole. It is a complete nullity and shall be ignored by us, as will any future gratuitous interpretations which have for their purpose the deprivation of the established and recognized jurisdiction of the IATSE under the December 26, 1945, directive. We shall expect the producers, the executive council, the labor organizations, and all other parties to comply fully with the December 26, 1945, decision as originally rendered—that was their agreement in Cincinnati, and they must live up to their word. The carpenters, no more than the alliance, should be permitted to eat their cake and have it too.

In conclusion, let me say that it was, of course, recognized by me that the Cincinnati directive was a startling and unusual procedure in the American

Federation of Labor—but the IATSE agreed to abide by that directive—to show our sincere desire to establish prompt and permanent peace in Hollywood, and in the justifiable expectation that, when the executive council directed that the committee's decision (to be made within 30 days) was to be "final and binding," the executive council meant exactly what it said, and that at least the executive council itself would abide by its own agreement. Now, however, an attempt is being made, nearly 8 months later, to modify the decision—and that attempt is not even honestly and directly made, by way of specific amendment, but is being made dishonestly and indirectly by way of a so-called interpretation or clarification. I regret to say that that attempt has made a mockery of the directive, and has shown to me that the novel procedure adopted by the executive council in Cincinnati for adjusting this jurisdictional dispute has proved to be an utter failure—and primarily, if not solely, because the council itself seems to be ready to ignore or violate its own determination.

Fraternally yours,

RICHARD F. WALSH,
International President.

Mr. McCANN. Now, Mr. Chairman, Mr. Cobb has asked that the letter of August 27, 1946, from William Green, president of the American Federation of Labor, to Richard F. Walsh, enclosing a copy of the August clarification be also reproduced. And that the letter sent by Mr. Green on September 26, 1946, to Richard F. Walsh, acknowledging the letter which you have just read, Mr. Luddy, also be included.

(The letters referred to are as follows) :

AMERICAN FEDERATION OF LABOR,
Washington, D. C., August 27, 1946.

Mr. RICHARD F. WALSH,
President, *International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of U. S. and Canada, New York 20, N. Y.*

DEAR SIR AND BROTHER: I enclose copy of a statement of clarification prepared by Vice Presidents Knight, Birthright, and Doherty of the American Federation of Labor, who rendered a decision in the jurisdictional disputes in the motion picture studios in Hollywood, Calif., dated December 26, 1945.

Said statement is self-explanatory and is transmitted to you as a matter of information. It is sent you by direction of the executive council of the American Federation of Labor.

Fraternally yours,

WILLIAM GREEN,
President, American Federation of Labor.

AMERICAN FEDERATION OF LABOR,
September 26, 1946.

Mr. RICHARD F. WALSH,
President, *IATSE and MPMO of United States and Canada, International Building, New York 20, N. Y.*

DEAR SIR AND BROTHER: I acknowledge receipt of your letter dated September 19. Be assured that I read it with deep interest and noted carefully the opinions you express regarding the clarification made by the committee of the executive council who dealt with and handled the Hollywood jurisdictional dispute.

I interpret your letter as meaning that the situation at Hollywood has again become acute and that you and your associates representing the IATSE will not accept or comply with the clarification made by the executive council committee.

I will present your letter to the executive council when it meets in Chicago on or about October 6.

Fraternally yours,

WILLIAM GREEN,
President, American Federation of Labor.

Mr. McCANN. Mr. Chairman, at this time I move we adjourn until 9 on Monday morning.

Mr. KEARNS. Mr. Counsel, I had contemplated a meeting in the morning, but I have decided it would be better to postpone the hearing until Monday morning, and we will convene at 9 a. m. Monday morning.

(Whereupon, at 4:25 p. m., the hearing in the above-entitled matter was adjourned to 9 a. m. on August 25, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

MONDAY, AUGUST 25, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9 a. m., in room 324, United States Post Office Building and Courthouse, Hon. Carroll D. Kearns (chairman of the subcommittee) presiding.

Also present: Laurence W. Beilenson, 321 South Beverly Drive, Beverly Hills, Calif., appearing for Screen Actors Guild.

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, did you have something to take up with us first?

Mr. KEARNS. First of all, I notice we have the counsel here for Mr. Walsh.

Mr. LEVY. Matthew M. Levy.

Mr. KEARNS. I just want to inform you the procedure, although probably Mr. Luddy has explained to you any questions may be asked, but they are submitted in writing to the clerk and in turn to the counsel, and if you will follow that procedure I will greatly appreciate it.

Mr. LEVY. I have heard and read about it, and I shall follow it.

Mr. COBB. Mr. Chairman, it has been brought out in this hearing that Mr. Freeman of the motion-picture companies is a native Georgian, and that I, representing the individual carpenters, am a native Georgian. I am very happy to inform the Chair that Mr. Levy also is a native Georgian, so we can proceed with Georgia properly represented.

Mr. LUDDY. And, of course, Pennsylvania has always been properly represented.

Mr. KEARNS. That is what I understand.

Mr. SORRELL. Mr. Chairman, we finally brought counsel down, and I would like to introduce Mr. Esterman.

Mr. KEARNS. All right, Mr. Esterman. I assume you are familiar with the procedure.

Mr. ESTERMAN. I am, sir.

Mr. KEARNS. All right.

Mr. McCANN. Let the record show, Mr. Chairman, Mr. Esterman appears as counsel for the CSU.

Mr. KEARNS. No objection.

I have this communication to read into the record this morning, addressed to me, which is as follows:

Last Friday you and Counsel McCann proposed to representatives of studio unions and studio management that they meet and settle the long, costly dispute.

In line with your former observations during the hearings that "absentee" leadership on all sides is one basic cause of strife in the film industry, you proposed that the rank and file members of the unions be given an opportunity to resolve the interunion differences.

We agree that you have pointed out a very fundamental weakness in motion picture industrial relations and we believe that your suggestion of settlement conferences between local management and studio workers themselves can be the key to peace and full production in the industry.

We sincerely accept the spirit of your proposal and the challenge it presents to all leaders in Hollywood. We are confident that the members of our unions will cooperate in any practical program for putting it into practice, and we stand ready to meet with you at any time to discuss further possible steps for putting this proposal into action.

Sincerely yours,

CONFERENCE OF STUDIO UNIONS,
By HERBERT K. SORRELL, President.

I would like to have this letter entered into the record as submitted by Mr. Sorrell, and as chairman I want to compliment Mr. Sorrell and his union for taking that outstanding step in the right direction, at least.

Mr. McCANN. Mr. Chairman, there have been many references made and questions have been repeatedly asked with respect to whether or not we were going to have Mr. Hutcheson here as a witness. I would like at this time to make a record of what has been done by the committee to secure his presence.

We issued a subpoena for Mr. Hutcheson on the 19th day of July. I have a letter dated July 22, 1947, from the Department of Justice, United States marshal, southern district of Indiana, Indianapolis, which is addressed to you and it states:

Enclosed please find subpoena issued for the appearance of William L. Hutcheson before your committee, with marshal's return.

A diligent effort was made to accomplish personal service upon this witness but Mr. Hutcheson was reported out of the city and the deputy was unable to ascertain either at his office or at his home where he was or when he would return to Indianapolis. Service by copy was made under the circumstances.

If we can serve the committee further in this matter we will be glad to cooperate.

Very truly yours,

JULIUS J. WICHSER,
United States marshal.

On arriving in this city we requested and I am sure that Mr. Cobb did everything that he could to secure the attendance of Mr. Hutcheson. We then heard that Mr. Hutcheson was in Klamath Falls, Oreg., and we issued a subpoena and sent it air mail to the marshal in Washington, and he made a diligent effort to serve that subpoena but missed Mr. Hutcheson by 1 hour because he was flying in his private plane.

I just wanted to dispose of that so that everyone will know that the committee has done its best to secure the presence of Mr. Hutcheson.

Now, Mr. Chairman, at this time I want to clear up two or three little matters which are pending. You have received a great many letters, as has the counsel, from people who are intensely interested in the Hollywood strike. You gave me the file on Saturday which I have gone over as carefully as I can, and do not pretend to have digested all of it, but from the International Union of Operating Engineers I

want to read into the record a letter which was addressed to you by this union and have the correspondence which is attached to this letter received as a reference exhibit, so that we will have the time to examine it when we return to Washington and go thoroughly into their grievances. This letter reads as follows:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
August 20, 1947.

Mr. CARROLL KEARNS,
*Chairman, Congressional Investigating Committee,
Los Angeles, Calif.*

DEAR SIR: The International Union of Operating Engineers, Local Union No. 12 and No. 63, affiliated with the American Federation of Labor, feel it is necessary that additional information be placed in your committee's hands regarding the labor disputes surrounding the motion picture industry.

We feel that the information that has been divulged in the present hearing is mainly the information of two or three powerful crafts, who are using their power to gain additional power. Should the carpenters, electricians, painters, teamsters, and IATSE come to a settlement over the jurisdiction that has been given so much publicity, only a minor part of the conflict taking place in the motion picture studios will have been settled. The International Union of Operating Engineers have many members employed in the motion picture studios who are forced to first affiliate with one organization and then another, as well as being locked out of the studios entirely at times, depending upon which of the large international unions is in power at that time. This is an unbearable situation, and the people involved in the situation have homes and families to care for as well as any other individual.

The International Union of Operating Engineers have endeavored to correct this situation for a period of 8½ years. Promises have been made by the president of the American Federation of Labor, as well as international unions involved in this case, but not one single thing has been done to date that would in any way affect the members of our organization, except to heap more hardship upon them.

We feel that this information should be placed in your hands, and is enclosed in the form of a brief that will give all details surrounding this issue. We would only be too glad to appear before your committee at any time or place, and we hope that your committee will grant us that privilege, and that action will be taken on this matter immediately.

Very truly yours,

L. O. WILSON
(Acting for J. C. Fitzgerald),
International Representative.

Now, Mr. Chairman, except for this letter, the rest of these enclosures are to be reference exhibits.

Mr. KEARNS. No objection.

(The documents referred to will be found in the files of the committee.)

Mr. McCANN. Mr. Chairman, I wanted to avoid, if possible, a great deal of data, pictures, so forth, with respect to the strike which took place in Hollywood. I hold in my hand a copy of *Flashes* of January 1947, which I will ask to be received in evidence for reference purposes only, which shows something of the mass picketing and some of the action pictures during the recent strike. I don't think we want to be burdened with having individual witnesses describe those incidents.

(The magazine referred to will be found in the files of the committee.)

Mr. McCANN. Mr. Chairman, I have also received over the week end a doctor's certificate asking for the excuse of Mr. J. A. Laing.

To Whom It May Concern:

This is to certify that Mr. J. A. Laing has been under my professional care the past year by reason of bronchial asthma with cardiac weakness.

He was seen this morning in an acute attack of asthma; and because of this, it was recommended to him that, in addition to the prescribed medication, he avoid all nervous excitement and strain.

Mr. Laing has attended our hearings under the power of subpoena for the last 2 weeks and has been here daily. He thinks the atmosphere, the want of oxygen, has helped to cause this. With your permission, I have excused him from appearing.

Mr. KEARNS. No objection.

Mr. McCANN. I would like to call Mr. McMahon, if he is present, from the University of California.

(No response.)

Mr. McCANN. He isn't here. Mr. Chairman, there is a study which has been submitted to me that has been conducted by students at the University of California with respect to the current labor strife in Hollywood. There are a number of chapters which we might be interested in only from the standpoint of historical background.

But among these chapters there is one entitled "The Situation as Interpreted by the IATSE." Chapter VI is "The Situation as Interpreted by the Authors."

I feel that, since this is a study by scholars whose job it is to try to get at the truth and who certainly should be disinterested in regard to the outcome or as to which union secures the power to represent the laborers, that this particular chapter should be reproduced in the record, and that the rest of this study should be received as a reference exhibit.

Mr. KEARNS. No objection.

(The document referred to is as follows:)

VI. THE SITUATION AS INTERPRETED BY THE AUTHORS

A few preliminary remarks are in order before presenting a synopsis of what the authors judge to be an impartial determination of the "facts" of the Hollywood studio controversy of 1946-47. The reader, we are sure, will be thoroughly confused by this time as to precisely what transpired in Hollywood and why it occurred. The great range of interpretations placed upon the actual occurrences by the parties to the controversy has already been described. In this welter of contradictory views there must be incontrovertible facts which withstand partisan misconstruction; facts which, when determined, can yield a clear picture of the forces at work which have prevented any suitable settlement; facts which, once admitted by the parties to the controversy, can provide a sound basis for adjudicating the respective differences and establishing a satisfactory working arrangement.

As investigators, free of the vested interests and animosities arising out of a historical connection with the situation, we are confident that a reasonable determination of the facts of the case can go far toward enlightening all parties on the dangers of holding to their unilateral interpretation. The complete lack of trust among the participants in the motives of their present opponents is singularly apparent throughout the views of the parties interviewed. While we feel that a mere appeal to such an intangible as good will would be most naive and unrealistic, the point is certainly worthy of mention. Successful union-management relations in all of their ramifications, including interunion rivalries, can only rest upon mutual respect and confidence among all parties. It is the recognition of the need for such a condition in the future which has moved us to document only in the most limited way the views presently held by the persons we have interviewed.

In the same way it would serve little purpose for us to place undue stress upon our view that the present Hollywood situation contains many elements that are evil in human relations, and most assuredly prejudicial to industrial peace. The most tenuous pretenses have been seized upon on different occasions by all three groups involved in this work dispute and misrepresented as facts for the purpose

of furthering an immediate interest to the detriment of general prosperity in the long run. It is unnecessary to belabor the disputants with recriminations or indictments, since our task is not to moralize, but to study this situation with a view toward making a constructive contribution.

For the purposes of this report it is necessary to go back only as far as the events leading up to the 1945 strike to set our observations in an appropriate context. To be sure, some of the roots of today's trouble extend beyond 1943, but the essential pattern can be traced adequately from the date of the start of the controversy over the recognition of the International Brotherhood of Painters, local 1321, as the legitimate bargaining agent for the set decorators. The history of this struggle is described in complete detail in the NLRB report on the award which eventually certified local 1421. At the hearings on the determination of the bargaining agent, all parties were accorded a fair opportunity to submit their views for the record and consideration by the NLRB, and we accept the Board's findings of fact as valid authority for citation. Our own inquiries in every quarter strengthen our conviction that the set decorators' dispute must be understood for an appreciation of the current controversy, since virtually all of the informants interrogated referred often to the background and developments of the 1945 strike in describing their attitude toward the current work stoppage.

With reference to the decorators, dispute, the facts are these: In 1943, the Society of Set Decorators, Illustrators, and Designers voted to dissolve their independent union and affiliate with the Brotherhood of Painters as local 1421. They were accepted by the painters and that agency proceeded to negotiate for them for the duration of their contract. But the IATSE, viewing the rapid growth of the CSU with alarm, opposed this affiliation and subsequently urged the producers in the strongest terms to repudiate local 1421 as the decorators' bargaining agency. The history of the dispute is extremely complicated but, in effect, this is what occurred.

When the painters' local filed with the National Labor Relations Board for an election among the set decorators, the IATSE intervened; and, since the policy of the NLRB at that time precluded intervention in a dispute between associate unions in the AFL, the Board refused to hold a certification election. Eventually, because of a strike threat, the War Labor Board intervened early in 1945 and an arbitrator issued a recommendation to the producers to deal with local 1421 until an NLRB election could be held. The producers refused to accept the award and finally requested an NLRB certification election, over a year and a half after the controversy had started. When the producers refused to comply with the WLB arbitration award the Conference of Studio Unions, of which local 1421 was a member, called a strike to enforce its bargaining claim. The result of the strike was a prolonged legal controversy involving the legitimacy of the votes of the strikers on one hand and those of the replacements on the other. A formula for settling the controversy was developed within a month after the strike began but the NLRB did not reach a decision on procedure until October of 1945. The votes of both strikers and replacements were counted and local 1421 emerged victorious.

In the meantime, the strike had grown more and more bitter, and early in October severe violence broke out on the picket lines, particularly at Warner Bros. studio. A secondary result of this ill-feeling was a crystallization of many jurisdictional issues involving the IATSE and several other studio unions, especially members of the conference. In order to bring peace to the industry, which the removal to the original cause of the strike failed to do, the AFL and other interested parties met in Cincinnati and set up conditions for a return to work. One of the Cincinnati agreements included the establishment of the three-man arbitration committee mentioned in the preceding sections. All parties agreed to accept the committee's decision as final and binding. Out of the award eventually handed down by this committee on December 26, 1945, the present controversy developed over the intent of the committee as expressed in somewhat ambiguous and contradictory terms defining the jurisdictional lines between the IATSE and the carpenters. It seems evident that the particular issue of set construction which had not been a subject of dispute for many years would never have arisen to plague the industry except for the atmosphere of intense bitterness which survived the 1945 strike.

Except by resorting to an admission that the producers were forced to accede to the demands of the IATSE in the decorators dispute, it is difficult to justify their refusal to accept local 1421 as the appropriate bargaining agency at an early date. But such an argument is open to objection both on grounds of logic and ex-

pendency. If the producers had put the representation issue to the test in the first place, they would have been in a strong position to refuse any claims of the IATSE. When the issue first arose, the Nation was in the trying phase of World War II, and it is extremely doubtful that the alleged power of the self-confessed patriotic IATSE to close the theaters of the producers could have been exercised. As a member of the AFL, bound to a nonstrike pledge for the duration of the war, an issue of representation could hardly have provided sufficient provocation for the IATSE either to call out its own decentralized patriotic members or to marshal the power of official or public opinion in support of its position. By submitting so readily to the wishes of the IATSE against the obvious will of the individuals involved, the producers truly raised a monster which has continued to plague them sorely down to the present date. We find, therefore, that the basic root of the present strike is to be found in the ill-feeling which developed out of the 1945 strike.

Proceeding to the present controversy, the next point of discussion must be the December 26 directive. Prior to the award of the three-man committee, work had been resumed in the studios and a less provocative document from the hands of the jurisdictional arbitrators would have done much to heal the wounds which remained from the 1945 strike. In every other instance, the IATSE gracefully accepted its losses in jurisdiction which followed the award. It seems safe to assume that the committee had no intention of upsetting the industry with its finding with respect to on-set construction. It had been appointed to promote peace and not discord with its deliberations. It selected the most convenient formula for minimizing the adjustments in jurisdiction which were to be made by it. Of the three alternative bases for settlement available to it, the committee ruled out the recommendation of a vertical union, or a horizontal combination on craft lines, and selected the least controversial basis for settlement, respect of former agreements, and accepted practices in the industry.

In the light of the tremendous complexity of organization within the production sphere, it may reasonably be argued that the very brief on-the-spot investigation of the committee was less than adequate for a satisfactory treatment of the issues. But it is clear that the committee did a satisfactory job in practically all of the matters which were submitted to it for review. From the start it was handicapped because its agenda did not include all of the issues then in dispute among the unions. In spite of these handicaps all but one of the issues which it attempted to settle were successfully resolved to the satisfaction of the parties to the agreement. With respect to the controversy over set construction, however, there is no indication that the committee specifically intended to make any finding in the matter, for the struggle over set construction rose out of general provisions regarding carpenters' jurisdiction and not out of a specific finding on the subject. When the award was promulgated, the implications with respect to set construction came as a blow to all parties, chagrin for the carpenters, pleasant surprise for the IATSE, and complete confusion for the producers.

It is true that the committee was not without a basis for its finding. The 1925 agreement was consulted by the committee as a guide, and the allocation of work between the carpenters and the IATSE incorporated in that agreement was reaffirmed. Unfortunately the 1925 agreement's provisions did not correspond with the accepted practices of the industry in 1945, and consequently when the old allocation of construction work was invoked again in the tense atmosphere following the 1945 strike, an explosion was the inevitable result. The arbitration award of the three-man committee was conceded to be the last word on jurisdiction pending the establishment of permanent industry arbitration machinery for jurisdictional problems, and it was so out of line with reasonable expectations on this issue of set construction that renewed strike was unavoidable.

As far as the provisions which were made a matter of dispute are concerned, with the exception of the CSU, all parties in the trade agree that it clearly transfers on-set construction from the carpenters to the IATSE. But except for the IATSE, none of the parties interviewed regard this particular pronouncement of the "three wise men" as logical or expedient. The issue of set construction is generally regarded as having gone to the carpenters by default regardless of the provisions of the 1925 agreement; and, in the light of established legal opinion in many other matters such as real estate, this view is soundly held. As our second finding, therefore, we maintain that the determination of on-set jurisdiction in the December 26 award was contrary to established practices and customs of the industry and also contrary to the general frame of reference with which the committee approached its task. While it is impossible to go into the minds of the committee and impossible to elicit an unequivocal statement from

them at this date in view of the storm which has burst since the original publication of their award, it seems clear that the transfer of the set-construction jobs was inadvertent and unintentional, regardless of the interpretation which might be drawn from their words to implement such a transition.

Two possible criticisms of the carpenters' refusal to accept the award can be, and have been, advanced. First, they never had a legal claim to the on-set construction, in view of the 1925 agreement; and, second, they failed to abide by their agreement to accept the findings of the arbitration committee.

In view of the remarks above about the relative merits of agreements and practices as matters of justice, it is clear that we regard the first argument with skepticism. Usage and custom are as much determinants of legality as a written instrument whose administration depends upon circumstances as well as verbiage. It has not been anywhere denied, even by the IATSE, that the carpenters did this work for many years. No evidence has been submitted that the carpenters' performance of on-set construction operations was a matter of dispute prior to the award. This does not imply that there was no friction or dispute between the carpenters and IATSE locals on other matters, but the resurrection of the 1925 allocation of set construction followed the award and did not precede or invite it.

Undue emphasis on the refusal of the carpenters to abide by the provisions of the award seems more justified by a passion for literal interpretation than a consideration of the merits of the case. The award on set construction ran counter to the whole philosophy underlying the approach of the three-man committee, so that an appeal to its application in favor of either party could be made in view of the ambiguity of the award's provisions. Neither an experienced practitioner of industrial relations nor a student of social dynamics would expect that a mandate which violated the basic predilections of a group affected by it could be enforced by any means short of force.

Unions are associations which find their root in one of the most powerful social forces of our day, the urge to protect a job. Until every means of defense has been exhausted by a union leader to safeguard what is widely regarded as the legitimate work of a large group, he cannot return to his group on acceptable terms. To be sure, the carpenters seized upon a tenuous pretext in arguing that the award was being misconstrued by the producers; for, granting the ambiguity of its provisions, the award certainly leans most heavily in the direction of the IATSE. For this element of opportunism and expediency, the carpenters are to be condemned, but the issue does not begin or end with this particular fact.

By the admission of the producers the decision to interpret the December 26 directive in favor of the IATSE did not rest upon abstract considerations of justice. The IATSE received the allocation of work by virtue of its superior power over the producers largely because of an ability to embarrass the producers financially by calling a strike among the motion-picture projectors. Power politics and not equity, therefore, set the tone for the determination of this as well as other matters in the Hollywood industrial-relations arena. It has been pointed out that the nurture of this present distress is to be found in the producers' acquiescence to the IATSE on at least one other occasion (the decorators' representation issue). The end result of that unfortunate excursion away from sound union-management relations is the present struggle for power with the producers themselves in the middle. What the cost of these measures will eventually be can be estimated by one small part of the total, \$7,000,000 in severance pay to replacements in 1945.

Our third finding of fact therefore may be stated thus. The carpenters refused to accept the allocation of work laid down by the committee in its December 26 directive for reasons other than the alleged ambiguity of the terms of the award. The carpenters appealed to the general framework of the award and not its specific provisions. Insofar as their rejection of its terms was based upon accepted practices, and insofar as the basis for discrimination against the carpenters in the administration of the award rested upon punitive threats by the IATSE, their position was morally defensible. The carpenters' position is further strengthened by their acceptance of the December directive under protest until the eventual arrival of a clarification of the award in August 1946.

The strike of the CSU for wages and hours in July of 1946 has a minor bearing upon the dispute under review. According to the MPA, this dispute was the result of jurisdictional factors. Although a strong jurisdictional rivalry between the International Association of Machinists and a Federal local of the AFL had existed until the end of June of 1945, the fact is that this issue was settled to the satisfaction of both parties on June 28 by reference to the NLRB.

Actually, therefore, the air was clear of CSU jurisdictional claims on July 1, 1946, when Mr. Sorrell ordered a strike for higher wages and better working conditions. Furthermore, the participation of the IATSE within 24 hours after the start of the strike, as well as the recognition of the economic nature of the strike by the Los Angeles teamsters union local, repudiate any claim as to its jurisdictional nature. Our fourth finding of fact therefore is that the July strike in the studios was not a jurisdictional conflict but a strike for higher wages.

One of the provisions for the settlement of this strike to which the CSU agreed was a promise by all of the unions to refrain from work stoppages "for the next 30 days, or until arbitration machinery is set up." This so-called interim agreement looked forward to the signing of 2-year contracts, commencing January 1, 1946, and terminating on December 31, 1947. No such contracts were ever concluded.

The significance of this interim agreement lies in its violation by the carpenters local in their attempt to enforce the August 16 clarification of the December award. Almost 8 months after the three-man committee had handed down the controversial finding on set construction, they issued a so-called clarification of their original findings. Like the document it was intended to elaborate, this clarification was ambiguous and obscure. It did not deal with the controversial subject of set construction in clear, unequivocal terms.

Since the committee which issued this clarification did not further investigate the subject of studio construction at first-hand, it is understandable that the phraseology was at once an effort to retain the original intent and an effort to remedy the inadequacies of the earlier award. In the considered judgment of well-informed parties, the clarification failed to accomplish either purpose. In effect it disturbed a relatively peaceful situation and led directly to the sequence of events which has produced a 10-month work stoppage by the Conference of Studio Unions.

The unfavorable reception accorded to the clarification was partly the result of the method by which it was distributed. A letter from Mr. Hutcheson accompanied the clarification, which ended with these disturbing words:

"I trust that the producers will accept this interpretation, as well as future interpretations, and see that they are observed."

Any mention of further clarification plunged the producers and the IATSE executives into a panic.

The most reasonable interpretation of the clarification finds it in support of the carpenters' contention that they should construct all sets, while the IATSE should only assemble sets prefabricated by the carpenters. But the IATSE found the same resort to tortuous dialectic expedient in the case of the clarification that the carpenters had found in the case of the original award. When served with a demand by the carpenters to administer the clarification in their favor, the producers refused to comply and justified their stand on the same basis as the IATSE, plus legal arguments which denied that the clarification could be a legal document.

The end result of this policy was again a serious break-down in union-management relations. To enforce the clarification, the carpenters resorted to work stoppages on sets where the controversial issue arose. Our fifth finding of fact, therefore, is that the producers refused to accord an equal degree of credibility to the arguments of the carpenters when applied to the clarification as they accorded to similar arguments of the IATSE when applied to the original award. The apparent reason for this course of action was fear of punitive action by the IATSE.

The effect of this action by the producers leads directly to our sixth finding of fact, that the carpenters and painters violated their pledge in the interim agreement to refrain from work stoppages on any question of work allocation. Whether this work stoppage is to be considered a strike is a matter of some controversy. There is considerable opinion both to deny and affirm the true strike character of such action. We prefer to identify the incident as a work stoppage. Since this original work stoppage action was taken only by the carpenters, it cannot be termed a strike by the Conference of Studio Unions.

The eventual consequence of this work stoppage by the carpenters and painters was their complete dismissal on September 26 by all major studios. Again the nature of the action is open to controversy by way of definition. Since it was retaliatory action in response to the original overt move on the part of the carpenters it might not be called a lock-out. Insofar as it applied to all car-

penters and painters irrespective of their occupation in the studios, it may be called a lock-out. The question of definition is in any case subordinate to the general circumstances involved in the whole situation.

Since the members of the CSU respected the picket lines of the carpenters and painters, one further question may be explored in this matter of definition. The authors are anxious to avoid the use of loose terminology, particularly when no clear-cut usage of the terms can be invoked. But the weight of evidence seems to indicate that the supporting action of the conference locals other than the carpenters and painters may justifiably be called a sympathetic strike, rather than simply respect of picket lines.

Our final finding of fact covers the period from September 26 through April 16. Except for one telegram from the MPA to the CSU on November 15 there was no official discussion of issues between the producers and the CSU. The telegram which was sent in November will be discussed later in the section devoted to explicit criticism of the producers' interpretation. At this point it will simply be observed that we find no evidence of an effort by the producers to bargain in good faith with the members of the CSU, until the invitation to open negotiations on April 16.

We define bargaining in the accepted use of the term to include frequent meetings of the parties, face to face across a table, for the discussion of the conditions of employment. It is clear that the CSU repeatedly sought such conferences but that no such conferences were arranged. The conclusion of a bargain is not essential to the conduct of bargaining, though obviously the former cannot ensue without the condition of the latter. Regardless of the apparent futility of such procedures, meetings are necessary to establish the fact that collective bargaining was practiced. No such meetings took place. The burden for this deficiency must rest with the producers and not with the CSU.

Before proceeding to a criticism of the arguments of the parties to the conflict, outlined in the preceding sections, a summary of our own conclusions and findings of fact is in order. It should be borne in mind that our conclusions are based not only on the views of the disputants but on the advices and interpretations of informed spokesmen familiar with the ramifications of the current Hollywood situation. After the following sections of detailed criticism of the interpretations of the producers, the CSU and the IATSE, we shall review the interpretations of those parties whose views may be classified as expert because of industry associations or other connections with the parties involved in the 1946-47 controversy. By way of review, therefore, we have found the following salient facts:

1. The 1946-47 strike arose directly out of the antagonisms which developed in the 1945 strike.
2. The provisions of the December 26, 1945, award which gave rise to the controversy over set construction were contrary to accepted practices in the motion-picture industry and contrary to the general intent and purposes of the AFL arbitration committee.
3. The carpenters refused to accept the allocation of work indicated by the December award because of other considerations than the alleged ambiguity of the terms of the award.
4. The strike in July of 1946, which has been portrayed as jurisdictional by the producers, was concerned with economic aims.
5. Because of pressure from the IATSE, the producers refused to apply the same tests to the clarification of August 1946 which were applied to the December award.
6. The carpenters and painters violated the no-work-stoppage clauses of the interim agreement of July 1946 to which they were signatories.
7. From September 1946 to April 16, 1947, the producers failed to indulge in collective bargaining with the CSU to expedite settlement of the present controversy.

The above summary does not constitute an exhaustive list of all the circumstances which we have considered as factual. But the foregoing list does embrace the important controversial points about which there is a considerable difference of opinion. The inability of the disputants and outside parties to effect a settlement is largely determined by a lack of agreement on the above list of fundamentals. The acceptance of the above findings by all of the three parties would involve a compromise by each on certain points. It is our considered opinion that such compromises are a necessary preliminary for the successful rationalization of the outstanding issues and the inauguration of a new era of sound union-management relations in the Hollywood production sphere.

The next three sections describe in detail our reasons for adopting the foregoing findings because of the rejection of some and the acceptance of other views of each of the disputants.

(The study referred to will be found in the files of the committee.)

Mr. McCANN. Mr. Chairman, the order of business, as I understand it for this week, is that Mr. Cobb is to put on his testimony, to be followed by Mr. Sorrell's statement, and that Mr. Walsh and his witnesses will follow. Mr. Luddy will then present his side.

I am hoping we will have one day in which we may be able to call disinterested public witnesses who can throw light on this situation.

I understand the chairman wants to finish here Friday night, and that he will hold sessions Wednesday night and Thursday night if necessary to do so.

Mr. KEARNS. That is right. I want you, too, Mr. Counsel, to consult with the other counsel so we do not have too much repetition of testimony.

Mr. McCANN. I trust that may be done, sir.

Mr. Cobb, what is your first witness' name?

Mr. COBB. Mr. Cambiano.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. CAMBIANO. Yes.

Mr. KEARNS. Take the chair.

TESTIMONY OF JOSEPH CAMBIANO, GENERAL REPRESENTATIVE OF WILLIAM L. HUTCHESON, GENERAL PRESIDENT OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

Mr. McCANN. Please state your name and address.

Mr. CAMBIANO. Joseph Cambiano, 17 Aragon Boulevard, San Mateo, Calif. That is my northern address, and my home. Here in southern California it is Stillwell Hotel, 838 South Grand.

Mr. McCANN. Where can you be reached by phone at any time?

Mr. CAMBIANO. Here in southern California I can be reached at the Stillwell Hotel, Trinity 1151, or my residence in San Mateo, 4-3089.

Mr. McCANN. Will you please state what, if any, position you occupy in the union?

Mr. CAMBIANO. I am general representative of William L. Hutcheson, general president of the United Brotherhood of Carpenters and Joiners of America.

Mr. McCANN. How long have you held that position?

Mr. CAMBIANO. Since the 3d day of May 1907; 11 years past.

I might also state that I am president of the California State Council for the past over 20 years here in the State of California.

Mr. McCANN. You said 1907. You must have meant—

Mr. CAMBIANO. 1937.

Mr. McCANN. Have you been personally interested in the past 2 years in the Hollywood jurisdictional strike, sir?

Mr. CAMBIANO. I was given the assignment to southern California—not only in the studios but over the entire workings of the Brotherhood of Carpenters, which comprises the building, construction, milling and takes in the boat yards, cabinet shops, and all other

working operations coming under the jurisdiction of the Brotherhood of Carpenters.

Mr. McCANN. As I understand it you are the gentlemen who in the fall of 1946, served a notice upon the producers that there would be a strike by the carpenters unless they met the conditions which were provided, as you interpreted it, under the clarification of the three-man committee.

Mr. CAMBIANO. We did ask for a meeting of the major producers. Did I understand you to say in the fall of '36?

Mr. McCANN. '46.

Mr. CAMBIANO. That is correct. Yes; we met with the producers and I think I can pretty near repeat word by word what took place.

Mr. McCANN. I wish you would do so, sir.

Mr. CAMBIANO. An action by special meeting of local 946 requested that I call a meeting of the producers. We received a reply to the effect that the request was granted, and we met.

I had with me about six of the members of 946. The meeting was very short. All I asked of the producers at that particular meeting was that the Brotherhood of Carpenters was asking for the same consideration to be given to the brotherhood in placing into effect the clarification, as the producers did to President Richard Walsh when he demanded the directive be put into effect. That was practically the extent of our meeting.

Mr. McCANN. Did you at that time issue an ultimatum to them?

Mr. CAMBIANO. I did not.

Mr. McCANN. You were not the one who issued the ultimatum then that has been referred to here repeatedly?

Mr. CAMBIANO. No, sir. That was an action taken by the local itself in 1946, wherein they would not work on any sets that were erected by members of the IATSE.

Mr. McCANN. Who delivered that message to the producers?

Mr. CAMBIANO. That was an action taken by the special meeting itself.

Mr. McCANN. Well, I know, but someone delivered the message personally to the producers. Who did that?

Mr. CAMBIANO. Well, I don't just recall if it came up at that meeting at that time or not. It is possible it might—we might have said, or the committee might have said, and I was the spokesman for the committee—

Mr. McCANN. We have the repeated testimony here—I am not trying to haggle you at all—someone came in to the producers and gave them until 6 o'clock in the morning to yield to the demands of the carpenters with respect to this matter, and that otherwise sets would be declared "hot." Did you deliver that message?

Mr. CAMBIANO. It is possible that we might have said, or I might have said that the carpenters would not work on any sets where the IATSE were doing what rightly belonged to the carpenters.

Mr. McCANN. I don't want "I might have said." Did you say it?

Mr. CAMBIANO. Well, I can't say offhanded if I did or did not. I know it was an action of the local we would not work on any sets where the work belonged to the carpenters and—

Mr. McCANN. Now, have you been the spokesman for the local in the conflict which has existed between local 946 of the carpenters and the IATSE?

Mr. CAMBIANO. To some degree. I might state I did not cover all of the working of it. Most of my time was taken up in other matters throughout the State, and I missed many, many meetings that were probably going on. I kind of observed as an over-all, but did not attend many, many functionings of the meetings during the entire period.

Mr. McCANN. Will you tell me, sir, whether or not local 946 has autonomy and whether they have had the power to settle their problems here without interference from your international?

Mr. CAMBIANO. It has had that authority.

Mr. McCANN. Somewhere in the picture it seems to me I read a statement they once proposed a settlement of the issues between the unions, and that there was a statement in there "Providing we can secure the approval of the international." Wasn't there some such proposed compromise?

Mr. CAMBIANO. That is true, counsel. Where there is issue that involves the fundamental workings of the entire United Brotherhood of Carpenters they must have the approval of them. In other words, if a local union was to take it upon itself to give away the fundamentals and the jurisdiction of the brotherhood you could readily see what a position the Brotherhood of Carpenters would be placed in.

Mr. McCANN. What I want to ask you now is this: You say they enjoy autonomy. We are interested in the settlement of the jurisdictional strike in Hollywood.

Mr. CAMBIANO. I want to assure you, counsel, I am very much desirous in doing that.

Mr. McCANN. We are interested that full and complete justice shall be done in this situation. We are not here as a congressional investigating group interested in who gets what. But we are interested in seeing that those who are entitled to it get the jobs that they deserve.

Mr. CAMBIANO. I appreciate those remarks, counsel. That is what we are asking for.

Mr. McCANN. What we want to know from you, sir, is this: You have heard our efforts to secure Mr. Hutcheson's presence here and he isn't here. You are his representative. We want to know if this issue in Hollywood could be settled without the personal appearance and the personal consent of Mr. Hutcheson?

Mr. CAMBIANO. I am sure it can, counsel.

Mr. McCANN. Have you authority to speak for Mr. Hutcheson today on this issue?

Mr. CAMBIANO. I would not say that I have. I was out of the State, and incidentally, it was not Mr. William L. Hutcheson that was in Klamath Falls, Oreg. It was Maurice Hutcheson and Hugh Cambiano.

Mr. McCANN. Well, that just shows how we have been misled.

Mr. CAMBIANO. I would just give that for a correction, because I had picked Mr. Maurice Hutcheson up at the airport at San Francisco and had gone to Klamath Falls, where we had matters pertaining to timber up there and he then returned, I would say, on the 26th, and that is when I first learned I was subpoenaed to be here on Monday morning. I only regret that I did not get it a week sooner, because I would like to have heard the beginning of the whole proceedings.

Mr. McCANN. I want to state a point which I think we can't empha-

size too much. What is necessary for Mr. Hutcheson or for you or for anyone else to do in order for local 946 carpenters to go back to work in Hollywood?

Mr. CAMBIANO. Give us the work that rightfully belongs to us and that we have been doing for the last 25 or 27 years.

Mr. McCANN. Now, Mr. Cambiana, that is a rather difficult statement for the committee to receive. The committee wants this matter settled, but there can be no settlement if one side says, "I am entitled to all" and the other side says, "I am entitled to all."

Are you willing, as the international representative of Mr. Hutcheson, to arbitrate the situation that exists today?

Mr. CAMBIANO. I think this is a matter of record that when Morris Hutcheson was out here he agreed to that right in the office of the Actors Guild.

Mr. McCANN. Well, that has never been made a matter of record before us.

Mr. CAMBIANO. Oh, I think I have heard it since I have been here the last week, when some of the people were on the stand.

Mr. McCANN. Maurice Hutcheson?

Mr. CAMBIANO. That is right.

Mr. McCANN. Does Maurice Hutcheson have the authority to agree to a thing of that kind?

Mr. CAMBIANO. I am sure that when Maurice Hutcheson speaks he speaks for Mr. William L. Hutcheson.

Mr. McCANN. Mr. Chairman, that is all at this time.

Mr. KEARNS. I understand, Mr. Cambiano——

Mr. CAMBIANO. I wonder if I could be given an opportunity later on. I have got matters I have to go into which deal with the background.

Mr. KEARNS. I understand he has a statement he wants to read.

Mr. McCANN. I didn't know that. I would like to hear the statement.

Mr. CAMBIANO. It is quite long. I will be glad to do that later.

Mr. McCANN. How long would it take, sir?

Mr. CAMBIANO. Oh, about a couple of hours to read the statement. I want to go over the whole background since I got here in 1929.

Mr. McCANN. May I ask if Mr. Cobb would like to have that now or would you just as soon postpone that?

Mr. CAMBIANO. I would just as soon do that later on.

Mr. COBB. I will be governed by Mr. Cambiano's wishes.

Mr. McCANN. All right, we will let that go until later. James Skelton.

Mr. KEARNS. Will you raise your right hand?

Mr. SKELTON. I have already been sworn.

TESTIMONY OF JAMES SKELTON—Recalled

Mr. McCANN. Mr. Skelton, have you given your address and your telephone number?

Mr. SKELTON. Yes; I have.

Mr. McCANN. You have previously been sworn?

Mr. SKELTON. Yes, sir.

Mr. McCANN. State again for the record the position that you occupy in local 946.

Mr. SKELTON. Business representative.

Mr. McCANN. How long have you held that position?

Mr. SKELTON. Full time since '41.

Mr. McCANN. Can you tell us in your own way now your version of the problems which exist in Hollywood and which have existed there in recent years?

Mr. SKELTON. Well, Mr. Counsel, there has been considerable difficulty in the motion-picture industry in regards to the allocation of work, mostly with the prop makers and the carpenters. Nothing has developed very seriously with the exception that the carpenters were gradually losing work that they had been doing for some time.

I would like to correct one statement that was made here, that in 1945 when the painters went on strike that the carpenters at that time were not members of the Conference of Studio Unions. We knew there was a little trouble developing in the motion-picture industry, and at a specially called meeting of the local union a vote was taken that local 946 would respect all A. F. of L. picket lines for at least 48 hours, and that a specially called meeting of the local union would be called and at that time they would give further consideration to further instructions to the members.

Then an amendment to the motion was made that the business agent be empowered to instruct the stewards on the various lots whether or not they were to observe the picket lines. When the painters established the picket line in 1945, the carpenters, I instructed the stewards to observe the picket line. A meeting was called within the 48 hours, and there a vote was taken that the carpenters would respect the picket line. They continued on until the settlement in October. We returned to work. The committee from the A. F. of L. who signed that directive and the executive board, we tried to comply with that to the letter of the law. We met with Roy Brewer. Brother Cambiano was present, and we held meetings with the Grips Local 80, and in that meeting after 2 days, in the presence of President Walsh of the IATSE, Roy Brewer as representative here, Carl Cooper, the international representative for the IATSE, we signed an agreement between local 80 and local 946, and this was within the 30 days that the A. F. of L. directive requested that we do.

In that agreement there was some shuffling of jobs. There had been a few little incidents between grips and local 946 in regard to the erection of sets, what we term in the studios "hold and fold." Only in those conditions was there any argument. There was some argument in regards to the transportation of sets from the mill to the stages. Some studios the carpenters did it and some studios the grips and some studios the laborers. We gave the grips some of the work that we had been doing in some of the studios, and in turn the grips gave the carpenters all erection, assembling, and reassembling of all sets, parts of sets, and for new construction or for retakes, and in return for that we gave to the grips some of the jobs that we had been doing in the other studios, such as repair and equipment, transporting sets from the mill to the stages, and in some cases the transportation of sets from stage to stage before they had been shot.

We signed that agreement, as I said, in the presence of those gentlemen I mentioned, including those who signed it, the business agent from the grips, his committee, and the business agent from the carpenters and our committee. We thought that it would be cleaned up.

The next we met was with the prop makers' local, and after two or three sessions with the prop makers it was decided between Mr. Brewer and Mr. Cambiano that there did not seem to be any basis for settlement, and that they thought it would be better to leave those unresolved issues between the carpenters and the prop makers in the hands of the committee to settle; and when we appeared before the committee after they arrived here we explained to them that we had made an agreement with the grips' local 80, a copy of which was attached to the brief that we gave them, and that the only unresolved issues were differences between the property men and the carpenters. The property men, however, took in miniatures, and there was no real serious question between the carpenters and the property men when it was confined to miniatures, but when they took a position that a miniature was anything that was of a reduced size, then we objected to it, because in recent years some of the miniatures were as big as 200 feet long and 40 feet high and took in thousands of feet of lumber, and especially for backgrounds, the miniatures. We claimed that that was beyond the reasonable definition of what we would term "a miniature."

As far as I know, we explained to the committee exactly what had happened; and when the committee handed down their decision in December, the 26th, we objected seriously to the decision, not because we didn't want to abide by the decision made by the general president that they would abide by the decision of the committee, but because we had felt that the committee had erred in giving to the IATSE the erection of sets on stages when we had already, under the 30-day period allotted to us, settled that issue with the only local in the motion-picture industry that it had ever been in question by and the local union that was doing the work in 1926 when that agreement was made locally here between the carpenters and the IATSE.

So the result of the directive was that we did not only lose the erection of sets on stages, but we also lost the work that we had agreed to give the carpenters in return for the complete erection of sets on stages. However, after some work stoppages—and there were some—I instructed our members to continue to work under the directive until we could have it clarified by the committee or the executive board of the A. F. of L. There were several work stoppages. There were threats both by the carpenters and by the IATSE, but there were no real serious work stoppages until the directive was handed down by the executive council and the three men on August 16, 1946.

We went before the producers—however, before that, President Hutcheson sent a letter to me and advised me that this directive had been issued, that the clarification had been issued, and I was not to insist on the terms of the clarification until I was sure that the producers and the other parties involved had received a copy of it, which would be sent from President Green's office. When we found out that they had received the copy of the clarification on September 11, at the American Legion Stadium in Hollywood, local union 946 held a specially called meeting and they agreed to abide by the clarification and instructed Mr. Cambiano and myself to arrange a meeting with the producers and to notify the producers that we expected the same courtesy from them in putting into effect the clarification as they extended to the IATSE in putting in the original directive.

I think I am the one that told the producers that by action of the local union our members would not work on any sets the following

morning that were built contrary to the clarification handed down by the committee.

Mr. McCANN. That is the thing that has been referred to repeatedly in the past as the ultimatum issued by local 946.

Mr. SKELTON. That is correct.

Mr. McCANN. I am glad to get that straightened out.

Mr. SKELTON. Now, the word "hot set" which is used in this was used by me after—in general conversation with the producers, because the word "hot set" is nothing more than an industry term for anything where there is a little dispute on. It is used commonly by most of the crafts in the motion picture industry.

After that meeting that night we received a communication from the producers which has been put into evidence, that they could not accept the clarification and explained their reasons, which is in evidence here.

Our men soon after that—some of the producers would fire 4 or 5, the next day they would fire 10. This continued on until around the 22d of September, when a real program was outlined to fire all of the carpenters on the lot. We had a lot of men who worked as wood turners, and we had a lot of apprentices who were not qualified as carpenters, and we had a lot of machine men and other specialty men who were not qualified to do the work of a carpenter, and they took these men from their jobs, took them to a stage and told them to do a specific job on this set, and on the men refusing, they told them they were not fired but they must leave the lot. In some places they loaded them onto trucks bodily and hauled them off, and when they got them outside the gate they dumped them out.

Mr. McCANN. When you say they loaded them on trucks, let's get that quite clear. You mean they didn't take them physically and put them on?

Mr. SKELTON. That is correct, at M. G. M. Studio.

Mr. McCANN. He says he means that they picked those men up bodily and put them on trucks.

Mr. SKELTON. In one or two instances that is correct, and they were put off the lots. At one place, at Pathe, where some 40 or 50 of our men were working on a stage, an outside stage at a different lot, what they call the 40 acres, the men were put into trucks and taken up to the Pathe lot and the 40 of them were told, or whatever the exact number is, were told to go in and do a certain job on a set on one of the stages. They said they could not work on that, but they would be glad to go back and work where they were working. The superintendent says, "Well, you can't go back there. My orders are that you are to come here and work on this stage, and if you don't I am to put you off the lot. You fellows know just as much as I do about what this is all about, and that is my orders and I intend to carry them out."

Mr. McCANN. Right there, what was the name of the boss of the 40 carpenters or the number that you mentioned on this 40-acre lot?

Mr. SKELTON. I don't know the name of the boss who was in charge, but I can get that information for you, but the superintendent who told them is Harold Berry, superintendent of RKO studios.

Mr. McCANN. Is he present?

Mr. SKELTON. He is in town, or was the last I heard.

Mr. McCANN. Well, I think we should have direct testimony on matters of that kind, Mr. Skelton, because that is lots better than hearsay.

Mr. SKELTON. I would welcome it.

Mr. KEARNS. Mr. Skelton, who did the loading job?

Mr. SKELTON. I am told by my members at MGM when our men refused to leave the lot that they were—the police department loaded them onto a truck and took them to the gate and dumped them when they got outside the gate.

Mr. KEARNS. What police department?

Mr. SKELTON. The police department from the MGM studios.

Mr. KEARNS. The producer's employees?

Mr. SKELTON. Oh, yes.

Mr. McCANN. Mr. Chairman, at this point, for the record, Mr. Peery Price has just said that he will stipulate all the testimony as given by Mr. Skelton in regard to the bringing of the men in from the 40-acre lot and asking them to do this work on the stage is correct.

Mr. PRICE. It is.

Mr. McCANN. That takes care of that.

Mr. SKELTON. Mr. Chairman and counsel, there have been numerous instances along those lines that I have mentioned, and I could continue, but I know that you are anxious to keep it as brief as possible. The thing I wanted to point out was those men who were working on permanent construction and had plenty of work to do, those men were willing to work on said work, but the producers would not allow them to continue to work and they brought them in from the jobs, some working on permanent jobs which was ours under the directive or any other way; those men wanted to stay there and work on those jobs. Some of those men had not worked in those particular studios on any set-erection work. Some of those men who had held down jobs for 10 and 15 years were not qualified to do the work that they were asked to do. In one place, at Fox Western studios, some 15 men were employed, and a set on one of the stages there was complete, and the following morning a piece of base had been pulled off and those 15 men were told to go over to that stage and put on that piece of base, for the sole purpose of discharging them from the lot. There are hundreds of incidents just like that, and I think by the 24th or 25th of September all of our men had been locked out by the major studios, with a possible exception of a few who happened to be on location in Arizona and one or two other places.

Mr. McCANN. Answer this for me, please, sir: Was this same thing done among the independent studios of which Mr. Nelson is the president?

Mr. SKELTON. No, not all of the independent studios, but some of Mr. Nelson's people produced on major lots, and they don't have the hiring of carpenters and painters. That personnel is furnished to the producer by the studio management. The studios on the major lots where an independent producer produces furnishes to the company carpenters, painters, laborers, and usually the men we term "back-lot" employees.

Mr. McCANN. Did the same thing apply with respect to the Chadwick group of independent producers?

Mr. SKELTON. No; it didn't.

Mr. McCANN. All right, let's go on with your statement. I want to get this right about the incident of the 23d of September, whether it carried through all of the producing companies or only the major companies.

Mr. SKELTON. Only the majors.

Mr. KEARNS. Mr. Counsel, before you go any further, I want to find out what he terms as a lock-out. You say they were locked out. On what basis do you make that statement?

Mr. SKELTON. Because our members were put off the lot and since that time have asked for meetings with the producers which were not granted to them, for the purpose of collective bargaining to try to get back to work, and we think that when your members have been taken off of one job that they were doing, that they have done for years, and taken off that job and put on a job that they in some cases were not qualified to perform and then put off of the lot, in our opinion, that is a lock-out, because at a specially called meeting of the local union, as I stated, on September 11 by motion of the local union, and that is in the minutes, a copy of which we have here, that 946 would not call a strike—

Mr. McCANN. Have you got a copy of those minutes, Mr. Cobb? I would like to have them introduced into evidence.

Mr. SKELTON. There is a copy here.

Mr. McCANN. Let's wait until we get the minutes.

Mr. SKELTON. All right, let's have those.

Mr. McCANN. I would like to have them in now at this time.

Mr. SKELTON. I g've them to him Saturday and he promised to give them back to me.

Mr. McCANN. Mr. Chairman, might we take 5 minutes at this time?

Mr. KEARNS. No objection.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, I hold in my hand what purports to be a copy of the minutes of local 946.

Is that correct, sir?

Mr. SKELTON. I asked the secretary to give me information—by information, not the complete, but at least the statements and the things that happened at any of the meetings pertaining to either the 1945 strike or the present lock-out; and that he gave me those taken from the minutes of the local union.

Mr. KEARNS. You wish to insist this is a lock-out all the way through?

Mr. SKELTON. Mr. Chairman, if I may, the reason why I do is because many of our members were not asked to work on hot sets, and were fired. Many of our members returned to work the following day and were told by the police if their cards were in the rack they could enter the studio. But if their cards were not in the rack they could not enter.

These men reported for work and there were no cards for them, and they couldn't go in. Many of our men were not asked in any way to do the work. They were simply handed their checks and said, "That is it, boys. Pick 'em up."

Another reason why we feel that way is we know that in many cases where the studios kept their employees on Saturday and Sunday overtime, to write out the checks for the carpenters, and the little time that they had worked on this particular day, they were paid off in cash and put off the lots.

Many of our men—and we have hundreds of affidavits, that they were not asked to work on any hot sets—were just simply handed their check and said, That's it."

For those reasons we feel we were locked out. We never called a strike. We did, however, have a meeting on the 25th of September at the American Legion Stadium, and at that time we agreed to establish picket lines.

From that time on it is more or less an open book, until—there is one other thing I would like to speak about, and that is, in July of 1946 there was a 2-day strike. We felt that that was a strike for wages and a contract. And at the Beverly Hills meeting, which has been told about here before, we were given an interagreement by the producers, of which we were working under; that agreement was for 2 years, and anything that wasn't in that agreement was contrary to the terms of our last agreement with the studios. This was to be in full force and effect, of the terms we were to work under.

As I understood the agreement at that time, the interagreement was made there and the boys returned to work the following day. There was no serious thing happened in the studios. We were working under the interagreement where we received a 25-percent increase in wages, retroactive until January 1, 1946. And we were working under that agreement and so far as I know it was in full force and effect until the time we were locked out.

Mr. KEARNS. The reason I questioned you is, I am interested in your application of the definition of the term "lock-out."

Mr. SKELTON. Well, the superintendent—I will just name one instance—the superintendent at Pathé, they told the men there was plenty of work to do if they wanted to work.

Some 30 or 35—I don't know the exact number of our men—returned to Pathé's 40 acres the following morning for the purpose of going to work, and were not permitted to go to work. And that and other things that have happened, we definitely feel that our people have been locked out.

We never took any strike action, other than to agree or decided that we would establish a picket line as a protest against the producers locking us out, and other people were taking—were taken in and being put on our jobs.

Mr. McCANN. Now, Mr. Chairman, I would like to refer to the minutes which have been furnished to me by Mr. Cobb. I would like to make a request of Mr. Skelton, if he will do so, to have a photostat made of each of these minutes referring to your strike, from the very beginning here to the end.

I don't want excerpts, I want originals. And they will be received as an exhibit for reference purposes.

Now, this is, of your own knowledge, an accurate record, is it, of your minutes?

Mr. SKELTON. As far as I know, Mr. Counsel, that is. And the secretary of our local told me that was it.

Mr. McCANN. All right. I want to read, Mr. Chairman, two or three excerpts from these records. There is a special meeting called on April 4, 1946, and the purpose is—

To elect delegates to represent local union No. 946 in conference of studio unions. A. V. Schiavone and Ralph Haley elected as delegates.

Purpose: To elect a negotiating committee for the purpose of obtaining contract and agreement with the motion-picture producers. J. R. Burdick, T. B. Conley, Fred Paige, and William Donovan elected.

At the general election June 12 and 13, 1946, William Donovan and A. V. Schiavone elected delegates to Conference of Studio Unions.

Now, Mr. Chairman, I want to read then a short section of the minutes of the September 8, 1946, meeting:

Representatives' reports: International Representative Cambiano and Business Agent Skelton gave comprehensive reports and review of the acceptance of directive clarification and jurisdiction of local union No. 946 in the motion-picture industries that was handed down by the executive council of the American Federation of Labor at its session recently held in Chicago.

Now, that is all I want to read at this time from these excerpts, but I would like to have the full minutes photostated for the record.

Mr. SKELTON. I will request that that be done.

(The minutes referred to will be found in the files of the committee.)

Mr. McCANN. After the original directive came down in December of 1945, I would like to have a record—if you can't answer it personally—as to the number of times, if any, that a committee of the carpenters attempted to negotiate on the directive with the producers. Do you get that? That is one thing.

Mr. SKELTON. It seems to me, too, at one meeting I told the producers that we were going to work under the directive as handed down under protest, and that we would use every legal means that we had at our disposal to see that a clarification of the directive was handed down.

And I vigorously protested to our international president, and from that, as has been reported here, Dan Flanagan was sent in here to investigate. The brief that I submitted to him is in evidence here, and explained to him how it came about, of the meetings we had, and so forth. Out of that, at the next executive-board meeting, came the clarification.

As far as I can remember at the present time, we had only the one meeting with the producers after the clarification had been handed down. And that was on September 11, when Mr. Cambiano and the negotiating committee went before the producers and asked them to put into operation the clarification.

Mr. McCANN. All right. Now, that still doesn't answer the question that is in my mind.

Following the meeting of September 11, which has been termed an ultimatum here by the producers and some of the witnesses, the lock-out or the strike, whichever is correct, continued until the present time. Now, then, starting about September 23?

Mr. SKELTON. That is right. I was going to say—

Mr. McCANN. Now, what I am driving at is, how many times from September 23, 1946, to the present time has the conference of studio unions, representing 946, or 946 as an entity in itself, sought a conference with the producers for the purpose of working out the problems that existed?

Mr. SKELTON. On at least six or seven times we requested meetings with the producers for that purpose.

Mr. McCANN. All right. Now, stop right there. I want a record if you have it in the minutes of the Conference of Studio Unions, of those occasions that you asked for a conference.

Mr. SKELTON. We have those, and their returned answers.

Mr. McCANN. We want those. Now, at some point in the evidence it seems to me, Mr. Skelton, there has been a statement that on one occasion, after many months, the producers did agree to meet with the representatives of the striking employees or those who were locked out. Now, I want the record of that time.

Mr. SKELTON. We have that. I don't have the exact date at present, but there was a meeting called and we received a telegram from the producers after a meeting had been held in New York, where Charley Boren and Mr. Freeman and Mr. Mannix and a few others had a meeting with what we understood to be the presidents of the companies.

Soon after their return here they sent us a telegram saying they would like to meet with us for the purpose of collective bargaining.

Mr. McCANN. All right. Now I want that telegram. It may be in the record.

Mr. SKELTON. We can furnish that telegram.

Mr. McCANN. I understand it is in the record.

Mr. SKELTON. That was sent to Mr. Cambiano.

Mr. McCANN. I want the date on which it was agreed to meet with you, and I understand they did meet with you twice, is that correct?

Mr. SKELTON. That is correct.

Mr. McCANN. Do you recall what month that was?

Mr. SKELTON. No; I can't. It was about 2 months ago. I just don't remember the date, but I have that information here and I will get it for you before we finish.

Mr. McCANN. Now, I want to ask what resulted from these two conferences you had with the producers.

Mr. SKELTON. Well, there was a representative—mostly, I would say, labor relations men—from each one of the major studios present, and the negotiating committee from 946, Mr. Cambiano, went before the producers, and the conversation started off in general, "What have you got on your mind?"

Mr. Cambiano says, "Well, you called for the meeting. What have you got on your mind?"

So they said that they would—not—

Mr. McCANN. Just a moment. Let me stop you there. Were you present at those meetings?

Mr. SKELTON. Yes, I was.

Mr. McCANN. Go ahead. You can tell about them.

Mr. SKELTON. Mr. Boren said he called us for—because he felt, if this thing was ever going to come to an end, that we would have to sit down and start talking about it. And they laid down the terms on which they could talk about it. One was that we received from President Hutcheson that he would accept the 1945 directive, and that we would have to have a contract with a no-strike clause in it.

At that particular point I recall I asked the producers if they wanted us to write a new section to the Constitution of the country, too, be-

cause we understood it was a person's God-given right to strike if there was reasons justifying a strike.

And there were other conditions that they laid down, and we recessed for a few moments so that we might talk it over amongst ourselves.

When we came back Mr. Boren said that he didn't think there was any use of going any further into the issues, that we would be welcome to have meetings with them at any other time we wished. They would try to arrange these meetings any time we would care to meet with them.

Mr. McCANN. Now, can you tell me what date the first meeting was that you had with the producers after the trip to New York?

Mr. SKELTON. No; offhand I cannot. I will have to—

Mr. McCANN. I would like to know when those meetings were. I want records on that.

Mr. SKELTON. It was approximately 2 months ago. I have a copy of the telegram, Mr. Cambiano has it in his files at the present time, the telegram he received from the producers. And he was in San Mateo at the time.

They asked for the meeting on Monday. He said he couldn't be there on Monday, he would be there Tuesday. And they wired back that would be perfectly all right.

Mr. McCANN. I want that in a short summary form, if I can have it, a record that is separate and apart from this record, to show step by step your efforts to bargain collectively at the two meetings that were held. In connection with that, if I may diverge for a moment, Mr. Chairman, I would like to ask Mr. Price to furnish me with a statement showing how many times since the directive, since the clarification came out, the bargaining committee of the studios or producers have gone to New York on this matter, and with whom they have consulted. Will you do that?

Mr. PRICE. I will find out.

Mr. McCANN. I think we had better go back to the beginning of the 1945 strike. That will give us the full picture of how many times the bargaining committee have gone back to New York, because the thing that may be a very important thing in this, Mr. Chairman, is whether anything can be done in Hollywood to settle the Hollywood problem or whether everything must clear through New York before Hollywood problems can be settled. I would like to get the factual data on that.

Mr. SKELTON. Mr. Counsel, the only one trip I know of they went to New York was soon after they came back—the meeting was arranged—Mr. Boren told Mr. Cambiano and myself that the meeting was called after their trip to New York. And until after they had made that trip they were not allowed to have meetings with us here in Hollywood.

Mr. McCANN. You mean prior to that trip?

Mr. SKELTON. Prior to the trip to New York they were not allowed to hold meetings for the purpose of collective bargaining with local union 946.

Mr. McCANN. Have you anything else to testify to, sir?

Mr. SKELTON. I would like to say a few words about the arbitration procedure that was talked about between the actors and the Confer-

ence of Studio Unions. At that time we—Morris Hutcheson came out here—and Morris Hutcheson sat in with the committee.

They tried to arrive at some workable arbitration plan here, and they had a plan practically worked out. Morris Hutcheson agreed in behalf of the Brotherhood of Carpenters that he would sign the arbitration plan, and, as has been testified, Mr. Keenan had been selected as the arbitrator.

Mr. McCANN. Mr. Who?

Mr. SKELTON. Mr. Keenan.

Mr. McCANN. Yes.

Mr. SKELTON. And he was present at the meetings. And Mr. Walsh was in town, President Walsh, of the IATSE was in town about that time, or just toward the end of the meetings. And a meeting was arranged between him and Morris Hutcheson.

We felt that everything was going to be all right, and when Morris Hutcheson came out of the meeting he called me to the hotel and he said he had a meeting with President Walsh of the IATSE, and that President Walsh said that before any arbitration plan would be agreed upon here, that William L. Hutcheson would have to interchange a letter, or at least the Brotherhood of Carpenters International would have to exchange a letter between his organization and theirs, that they would accept the 1945 directive.

And that the carpenters would have to withdraw from the Conference of Studio Unions. He said he didn't feel then that they could get together at the present time, but he stood ready to return and assist in any way he could, of any problems that we might be able to develop out here.

Mr. McCANN. That is Mr. Morris Hutcheson?

Mr. SKELTON. Morris Hutcheson, first vice president of the carpenters. Keenan returned to Chicago, and soon after that I was in Chicago for just a half-hour in changing trains, and I met Keenan there. Keenan asked me if I would have a meeting with Mr. Brewer in regards to this on the coast.

I told him I would. When I came back I reported that to the local union. There was much talk about it, until finally Mr. Keenan sent me a wire telling me that Mr. Brewer would not—didn't feel any good could be accomplished by that type of a meeting, and therefore was the reason he didn't want to meet with me.

And that Mr. Keenan said he was sorry he did not advise me of this sooner—or should have advised me of this sooner.

We had one other meeting with the producers that we requested at that time. The results were similar to the first meeting we had with the producers. They left with the understanding that we would be welcome to have a meeting any time we wanted to, but it was their opinion that it would be foolish to settle this on a local basis, that they would have to settle with William L. Hutcheson and they felt that no other settlement would be practical here.

Mr. McCANN. In other words, there were two meetings with the producers, then?

Mr. SKELTON. There were two meetings with the producers after the lock-out, and after the trip the producers made to New York.

Mr. McCANN. After they made that trip they requested the first meeting?

Mr. SKELTON. They requested the first meeting and we requested the second one.

Mr. McCANN. O. K. Anything else, sir?

Mr. SKELTON. Well, Mr. Counsel, there is hundreds of things I could talk about here. I feel there is other people in the conference who are better qualified than I am. I have only given you the facts as I absolutely know them myself. And to talk of other things would only be hearsay, as far as I am concerned, and I think those other things pertaining to the lock-out should be developed by other witnesses.

Mr. McCANN. Any questions, Mr. Chairman?

Mr. KEARNS. No questions.

Mr. McCANN. Some questions by Mr. Luddy.

During the 1945 strike the erection of sets on stages was not done by Grips Local No. 80, was it?

Mr. SKELTON. During the 1945 strike all grips, prop makers, and other people working in there were required to go into the mill or to do some carpenter work; sometimes just for half a day, sometimes maybe for an hour, and sometimes over the protests of the members themselves.

The IATSE set up a carpenters' local, a painters' local, and whether they set up other locals or not I do not know. But they were ordered by President Green, of the American Federation of Labor, to cancel those charters and not to issue any similar charters.

I don't know the exact language of the telegram. It can be produced for your information—or the letter—for your information.

As I understand it, they did cancel the charter of the carpenters and the painters, and I am given to understand that sometime in June or a little later they put in a charter of a local known as studio mechanics.

I understand that that was the local that did a lot of the carpenter and painting work during the 1945 strike. However, it was done in a large part by permittees of the IATSE in other departments.

Mr. McCANN. Now, there are two more questions I think perhaps you may have answered.

Mr. SKELTON. Mr. Counsel, if I may right there, when we met with the IATSE during the 30-day period, at that time I didn't know that the IATSE had any—had in existence or intended to keep in existence a charter to do any kind of work that the carpenters or other crafts were doing, because when we went back to work under the directive, we were to go back status quo. Each man was to go back to the job he formerly held in the studios.

And the members who had been doing the work—or I mean the replacements who had been doing the work of the carpenters and the painters during the '45 strike—were for a short time kept in what we call the bull pen, and later I understand were paid off by the producers and not required to report at the studios. Some of them were paid up to as late as the beginning of the 1946 lock-out.

Mr. McCANN. Now, the erection of sets on stages during the 1945 strike was done by the IA set erectors' local, was it not? That is a question by Mr. Luddy.

Mr. SKELTON. I don't think that name was given to them. As I understand it, the local that was doing that in part was called studio mechanics. And on several occasions, at least one occasion I know of, that Carl Cooper, one of the vice presidents, held a meeting here in town with some of our foremen and told them then that the IATSE

had a contract with the producers to furnish all of the labor and was inviting our people to come into their organization.

Mr. McCANN. When was that, sir?

Mr. SKELTON. I will have to check on the date, but it was 3 months or so after the 1945 strike.

Mr. McCANN. I wish you would get that date, please, and if possible the names of those that he mentioned.

Mr. SKELTON. There is one other thing, Mr. Counsel, I would like to clear up, if that is all the questions you have.

Mr. McCANN. I have another question from Mr. Luddy.

Mr. SKELTON. Then I will stay with it.

Mr. McCANN. It is a fact, is it not, that local 80, the IA grips local, was not in existence at the time of the 1926 agreement?

Mr. SKELTON. No; local 80 was not in existence. There was one local here for the IATSE—there may have been more than one—there was one that grips, prop makers, and other craftsmen, like that, worked out of, what was called 37. And grips, however, as such, even though they did not have a separate local of their own, were the ones who were doing the work for a very short time when the 1926 agreement was entered into locally.

Mr. McCANN. In other words, at that time, I think we have had testimony, there was one IATSE local that was later broken up into about seven locals?

Mr. SKELTON. Yes. We were requested to give them some help because in their opinion there were a lot of, as they called it, CIO infiltration into their particular local, and that there was a certain amount of Communists in there, and these people were going to try to have an election.

Our international—Mr. Cambiano talked to Buzzell here, who at that time was head of the Central Labor Council—and it was decided at that particular time to break up these locals, and as quickly as this election was over with, that they would see this thing was straightened out. It was a temporary thing and it was at the request of the president of the IATSE to President Green that these charters were issued.

We have in our files here communications from Buzzell to Mr. Cambiano and communications from Mr. Cambiano to Buzzell, pertaining to these particular locals and the division of them, and so forth.

Mr. McCANN. Any further questions, Mr. Luddy?

Mr. LUDDY. No. I think it was a slip of the tongue when he said Mr. Walsh was the one that divided up 37.

Mr. SKELTON. I said the president of the IATSE. At this time Mr. Walsh was not president of the IATSE. The president of the IATSE requested President Green, who authorized Buzzell here to issue the charters or to see these were divided up. We have that as a matter of record.

Mr. McCANN. Mr. Cobb has two questions, two or three questions.

You refer to permittees. What were they and how many of them were there?

Mr. SKELTON. Well, I would not be qualified to answer the number, but I know at least 50 of the men who broke our ranks and went back into the studios during the 1945 strike were given permits in the IA locals.

And I have talked and we have photostatic copies of many people who went and applied for work and were given permits in the IATSE.

And at this time I think—before this meeting adjourns, I think a copy of those permits should be read into the record, where the holder was not necessarily entitled to membership in the organization. It was only an emergency working card; I believe that has been put in the record.

Mr. McCANN. That has already been put in.

Another question: Didn't the use of the term "set erectors" come into existence after the decision of December 26, 1945?

Mr. SKELTON. As far as I know, it did. I never heard the words before; that is, in any local using it as such.

Mr. McCANN. That is sufficient then, Mr. Chairman. Have you any further questions?

Mr. KEARNS. No questions.

Mr. McCANN. No further questions. The witness is excused.

Mr. Cambiano, please return.

TESTIMONY OF JOSEPH CAMBIANO—Resumed

Mr. McCANN. Mr. Cambiano, proceed in your own way and make the statement you previously stated you wanted to make.

Mr. CAMBIANO. Thank you, counsel. I am going to try to be very brief. My time I have asked for will be kept down considerably inasmuch as Mr. Skelton made much of the report I wanted to cover. I will assure you I will not take up any more time than necessary.

Much has been stated here about the 1925—better known as the 1926—agreement. I want to call to the attention of the hearing here, since I came into the city of Los Angeles and worked with our local unions in connection with the studios—I shall read it.

Pursuant to call made by Samuel Gompers, president of the A. F. of L., a conference was held on July 9, 1921, in the executive council chamber of the A. F. of L., which was attended by officers of the United Brotherhood of Carpenters and the International Alliance of Theatrical Stage Employees. The entire subject of jurisdictional claims between these two organizations was gone into and an agreement was reached as follows—

Now, if you want to save time, I will be glad to give you the 1921 agreement.

Mr. McCANN. That has been received in evidence.

Mr. CAMBIANO. It has been received?

Mr. McCANN. I think that is correct. Isn't it?

Mr. PRICE. Yes.

Mr. CAMBIANO. All right.

Now, then, my study of the matter proves that no other agreement ever existed, so far as jurisdiction in the motion-picture industry, other than the 1921 agreement.

Thereafter, on February 5, 1925, the IATSE and local 1692 of the Brotherhood of Carpenters, signed what is sometimes referred to as the 1926 agreement, covering this expressed provision:

That both parties to this agreement shall at once submit same to the international presidents, with the request that it be incorporated as a part of the international agreement for a permanent period.

The purported agreement of February 5, 1925, was never signed by the international presidents, and was never put into effect or use by the unions or in the studios.

On July 9, 1921, an agreement continued in effect, and has been in effect ever since, except for the violations of it by the IATSE as hereinafter stated.

Because of the IATSE attempts at encroachment, and the work stoppage caused by these attempts, a meeting was held in Cincinnati in 1945, attended by representatives of the Carpenters' Brotherhood, the IATSE and the motion-picture industry, at which an agreement was made, among other things:

A committee of three members of the executive council of the American Federation of Labor shall investigate and determine within 30 days all jurisdictional matters still unsolved.

And that the IATSE and United Brotherhood of Carpenters and Joiners—

accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

It has been shown in this hearing that Mr. Felix H. Knight, as chairman, Mr. W. C. Birthright, and Mr. W. C. Doherty, as secretary, were appointed by President Green, and constituted this committee. In spite of the extraneous examination of these gentlemen, and the bulk of immaterial testimony that the motion-picture companies have caused to burden the record in this examination, the sum and substance of their testimony may be stated as follows:

1. That they worked conscientiously, and as best they could, in the short time, and in the difficulty of the problem, to reach a fair and just conclusion, based upon the historical spheres of work between the IATSE and the carpenters in the industry.

2. That in their conscientious effort to determine what work had been historically and customarily done by the carpenters and the IATSE, respectively, somebody gave them a copy of the purported agreement of February 5, 1925, and that they accepted this agreement in good faith, believing it to be the actual agreement between the carpenters and the IATSE, governing the division of work between them, when as a matter of fact, it had never been fully executed as an agreement, and had never been accepted, adopted, or used.

3. That these honorable men, sometimes slightly referred to as the "three wise men", were shocked when they learned, after their decision had been signed and filed, that they had made the innocent mistake of copying verbatim into the decision the terms of the February 5, 1925, agreement that never existed.

4. That upon learning of this mistake these three good men were also shocked to learn that the IATSE immediately put a misconstruction on their December 26, 1945, decision, and made claims to carpenters work on the stage that the committee never intended to take away from the carpenters, and that had never belonged to the IATSE.

5. That thereafter the international convention instructed Mr. William L. Hutcheson, its general president, and the general executive board of the brotherhood, to protest, and continue to protest, any decision that deprived the carpenters of the work that they had historically done in the motion-picture studios, and Mr. Hutcheson and the general executive board of the brotherhood did make this protest to the executive council of the American Federation of Labor, and continued to make this protest, pursuant to instructions of the carpenters' convention.

At this point, Mr. Chairman, I think it is of great importance for this committee to ascertain just how these three honorable men, Mr. Knight, Mr. Birthright, and Mr. Doherty, were misled to believe that the purported agreement of February 5, 1925, had been executed, or had been in use, or did in any way represent the historic division of work in the studios.

6. Following these protests, and pursuant to the direction of the executive council of the A. F. of L., mind you not pursuant to any direction of Mr. Hutcheson, but pursuant to the direction of the executive council of the A. F. of L., composed of a dozen or more men, these good men issued the clarification of August 16, 1946, to restore to the carpenters the work they never intended to take from them. That is the background of this case insofar as the decision and clarification issued by these three good men are concerned.

It has been shown by the testimony taken in this hearing before my arrival here, and, I understand, by the testimony of Mr. Kahane, of Columbia Studio, and Mr. Mannix, of Loew's, Inc., and Mr. Boren, the labor-relations representative of all the major companies, and by Mr. Benjamin, appearing here as attorney for all of the companies, that the companies made and entered into a collective-bargaining agreement with the Conference of Studio Unions for all the craft unions in Hollywood, including the Carpenters Local 946.

This agreement, which is now in evidence, shows that it was dated July 2, 1946, and was to run for a period of 2 years, to July 1, 1948.

The testimony also shows, I am informed, that the contract was in use until the carpenters were put out of the studios and locked out of their jobs, on or about September 23, 1946.

The carpenters have a right to work under this contract of July 2, 1946. It is their constitutional right. It is a right that is regarded as sacred under collective bargaining. It is for this sacred right that the United Brotherhood of Carpenters and Joiners of America, and that Mr. W. L. Hutcheson, are now giving their support to the carpenters in the motion-picture industry.

There can be no compromise, Mr. Chairman, of the right of our carpenters to work under their contract with the motion-picture companies, nor of the right of their union, local No. 946, to serve as the collective-bargaining agent for the carpenters. That is where we stand, Mr. Chairman, in supporting the local autonomy which the brotherhood recognizes in local 946.

Now let's see where the IATSE stands. You have been led to believe that this is only a dispute over 300 men. You have been told, or left to infer, that the IATSE was perfectly willing for our carpenters to do undisputed carpenter work under the contract with the studios. That representation to you, Mr. Chairman, is not accurate. I am sorry to have to inform you, and the American people, that the real effort of the IATSE and of the motion-picture companies, is to deprive the carpenters of all work in the studios. That is not my statement, I support it by now handing you a copy of the notice issued by the National Labor Relations Board office in Los Angeles on the fourteenth day of this month, while these very hearings were going on, and, I think, in contempt of this committee of Congress. This notice shows that at this very time the IATSE is asking the National Labor Relations Board to certify them as the collective-

bargaining agent for the carpenters' work in the studios. I ask that this notice be printed in the record at this point.

Mr. Chairman, I would like to have counsel read this notice.

Mr. McCANN. Just one moment, Mr. Cambiano.

Mr. Chairman, I see no reason why this copy, which I assume is an accurate copy of a notice of the filing of petition with the National Labor Relations Board, should not be received in the record and reproduced at this point.

Mr. KEARNS. That is agreeable to me, if you will prove that it is authentic.

Mr. McCANN. Are you confident, sir, that this is an accurate copy of the filing?

Mr. CAMBIANO. I am.

Mr. KEARNS. I think it should also be O. K.'d by a representative of the Labor Board here in Los Angeles.

Mr. McCANN. You don't question that, do you, Mr. Luddy?

Mr. LUDDY. No. I haven't read it, but I assume it is accurate.

Mr. PRICE. We have received a copy of such a notice. I have not looked at this one, but I assume it is correct.

Mr. KEARNS. Let's have it accurate, that is all.

Mr. McCANN. I think it is.

(The document referred to is as follows:)

NATIONAL LABOR RELATIONS BOARD, TWENTY-FIRST REGION, LOS ANGELES, CALIF.

Case No. 21-R-4086; 21-R-4087; 21-R-4088

In the matter of Columbia Pictures Corp.; Paramount Pictures, Inc.; Warner Bros. Pictures, Inc.; Loew's Inc.; Universal Pictures Co., Inc.; RKO Radio Pictures, Inc.; Samuel Goldwyn Productions, Inc.; Republic Productions, Inc.; Hal E. Roach Studio, Inc.; Twentieth Century-Fox Film Corp.; Enterprise Studios and General Service Studios; and International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

NOTICE OF FILING OF PETITION

A petition for investigation and certification of representatives in this matter has been filed with this office. If your organization or any affiliated union claims an interest in this proceeding, it must submit to the field examiner by August 22, 1947, an alphabetical list of the employees in the unit set out below whom the organization asserting an interest claims to represent and must also submit evidence of interest among these employees which may consist of membership records, authorization or designation cards. If no evidence of interest is received from intervening organizations by the prescribed date, we shall assume that any such organization does not desire to be a party to this proceeding.

A conference between all parties of interest is being scheduled promptly. Any organization which has or intends to submit proof of its interest should telephone the field examiner to determine the date and time of any scheduled meetings.

HOWARD LEBARON,
Regional Director.

This case is assigned to Field Examiner D. C. Sargent; telephone, Trinity 5071.

The unit claimed by Petitioner to be appropriate: 21-R-4086, set designers, sketch artists and illustrators; 21-R-4087, painters, sign writers, screen artists—(scenic); 21-R-4088, carpenters, millwrights, wood-working machine men.

Date mailed: August 14, 1947.

Mr. CAMBIANO. Mr. Chairman, on two occasions in this hearing, I have had the pleasure of hearing you state your desire to bring about a settlement of the Hollywood difficulties during the present hearings. I appreciate this expression from you, not only for myself, but for the

some 2,000 carpenters, who are members of local 946, and who have worked in the studios. I appreciate it also for their families who have been the innocent victims of all this trouble.

Now, Mr. Chairman, may I ask your consideration of these questions:

While you have planned to bring about an equitable and just settlement in Hollywood, have you ever been informed that the IATSE was planning during all of these hearings to apply to the National Labor Relations Board, or that they had applied to the Board, for certification as bargaining agent for all "Carpenters, millwrights, wood-working machine men?"

Mr. Chairman, we feel that the carpenters have not been getting a square deal from the IATSE or the companies.

I now take the liberty of asking whether you think your committee is getting a square deal.

Mr. KEARNS. The engineers have a little difficulty this morning with the air conditioning because of circulation, and I am going to ask that while the place is aired, we stay away from these ventilators that are located in the walls, and that we clear the courtroom here for about 10 minutes, so that this air may circulate, and then we may come back again. I will ask everybody to leave the courtroom.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Does that finish your statement, Mr. Cambiano?

Mr. CAMBIANO. No, Mr. Chairman. Since the adjournment of this hearing last Friday, it was brought to my attention that IA's had signed an agreement with set erectors. I personally asked Mr. Charles Boren out in the hallway if such was the case, and he said yes.

I would request at this time that a copy of that agreement be brought here as a matter of record.

Mr. McCANN. May we ask if a copy of the agreement entered into on Thursday night will be produced?

Mr. PRICE. Yes; I will produce one. Each studio entered into a separate one, but they are identical in terms. I presume one will be sufficient?

Mr. McCANN. Yes. We can have that when?

Mr. PRICE. I will call Mr. Boren during the noon hour, and he may be able to get it here then, and if not, during the afternoon.

Mr. McCANN. We will see that it goes into the record, not as an exhibit, but a part of the record. If it comes this afternoon, we will try to put it at the end of your statement, sir.

Mr. CAMBIANO. Thank you. I am going to try to be very brief here, to show the part I personally tried to play in the interest of trying to bring peace and harmony in the motion-picture industry, so far as the carpenters were concerned.

After the directive or the appointing of the three-man committee, we were asked to sit down to negotiate whatever differences there were between us. Brother Skelton or Jim Skelton went into that to some extent. I want to bring out this point here with reference to the meeting we had with the Grips local 80, because it has been said here that the international did not sign or approve that agreement.

Now, that is not exactly correct. After we sat in with President Walsh and his committee and we had arrived at a satisfactory understanding, the two local groups signed the agreement. The only

reason I did not sign it at that time, nor President Walsh, was because I had an understanding with President Walsh that whatever came out of the negotiations here locally we would present it to the two internationals, namely, President Walsh and President Hutcheson.

The committee had entered into it and the contract was satisfactory, and there was no opposition to the president signing it. The only reason it wasn't signed, after we disagreed in conference over the props the matter was referred to the three vice presidents and, of course, you know what happened thereafter. They received far more than what they expected. They told me themselves, "Why," he says, "the three-man committee gave us far more than we ever expected," and therefore that was it.

Now, I did have a representative of local 80, Mr. Barrett, come into the hotel to see me one day. He asked if I would not release him from that committee—of that agreement. His objective and reason, as I understood it at the time, was the grips did not want any other groups to take on that work.

He said to me, "I will be willing to put your carpenters on if you release that contract."

Of course, I had no intention of releasing it. And I asked him, "Well, you made a statement you would be glad to put our carpenters on to do the work." I says, "What is the hitch? Let us have it."

He said, "Naturally, to expect them to take out a card in the IATSE."

As a representative of the Brotherhood of Carpenters, I certainly would never agree to anything of that sort, particularly after having ordered our people to relinquish one of the two cards they were using to do the work that rightly belonged to them.

Maybe I should make that a little clearer, Mr. Chairman. For a considerable period of time, our members were carrying a brotherhood and an IATSE card. That was not only with the carpenters, but with a number of other crafts.

I looked into the situation after I was sent in here, and while months rolled by, that was one of the main issues I took up with the general president of the Brotherhood of Carpenters, Mr. William L. Hutcheson, that in my estimation we were making a mistake to permit our membership to carry two cards to do the work that rightly belonged to the carpenters.

He told me to see to it at once that that practice was stopped. Local 946 received that instruction and they immediately notified all of those that they knew were carrying two cards, and they were told to at once discontinue it.

And I think with the exception of maybe three or four or a half a dozen at the outside they all relinquished the IA cards.

Mr. KEARNS. Mr. Cambiano, at this point, what is the authority of the president of the American Federation of Labor?

Mr. CAMBIANO. Mr. Green?

Mr. KEARNS. Yes, sir.

Mr. CAMBIANO. Well, I don't know if I am qualified to answer that, other than to say in my estimation it is more of a clearance house. I might state, however—

Mr. KEARNS. For the vice presidents? Is it a clearinghouse for the vice presidents?

Mr. CAMBIANO. No; it is coordinating headquarters of all the international unions.

Mr. KEARNS. What does the coordinating mean?

Mr. CAMBIANO. To bring them all together.

Mr. KEARNS. When did they ever do it?

Mr. CAMBIANO. Supposed to be ever so many months apart.

Mr. KEARNS. I have listened to the testimony here where we have the president of the American Federation of Labor who was in that role in name, but it seems to me that all the international vice presidents had the supreme authority and the president's office is just around the corner, and they never drop in.

Mr. CAMBIANO. I am not attempting to speak for President Green. Personally, I think he is a splendid gentleman.

Mr. KEARNS. I do, too. I can't understand why you had this difficulty within the AFL when the president, it seems to me, ought to be able to get the vice presidents in and iron it out. Why should you have these disputes within one labor organization itself?

Mr. CAMBIANO. Well, the best-regulated families have family troubles, and I presume they have theirs.

But aside from that, Mr. Chairman, I want to state that at the time that we presented this brief to the three-man, vice presidents, there was a question then why President Hutcheson wasn't here. What I say now I am not saying because he is my boss, I am saying it because it is a fact.

When the committee arrived here, I understand they made a check and they found Mr. Hutcheson wasn't here. They wired him. I received an answer immediately.

Now, just prior to that, when we were sitting in with the committee from the IATSE—I am not sure if it is President Walsh or Mr. Roy Brewer—I think it is Mr. Brewer showed me a letter that the committee was coming to Hollywood. That is the first that we had heard about that. I was led to believe the committee was to meet in the East. I immediately called the general office and I reached Mr. Hutcheson in Washington.

He said, "Well, that is the first I have learned about that. I understood that the committee was to meet here in the East."

"Well," I said, "You will find that there is a letter at the headquarters to the effect that the committee was coming out here." And I am satisfied—I am assured that the committee or Mr. Hutcheson wrote a letter to the president of the committee, Mr. Knight, where he stated that the understanding was the meeting was to be held in the East. However, he had no objection if they wanted to come out here to Hollywood; it was their business. And naturally, for that reason, he wasn't available here at that particular moment, and I was instructed to assist in whatever way that I could.

But prior to that, I sat in with our people here and prepared this volume of this so-called document [indicating]. It is headed as "Preliminary statement."

Now, the reason I did that, I didn't want to take the responsibility, and I had no authority to assume the function of the general president.

I made it very clear that this summation is being made with the understanding that no conclusion will be made by the arbitration board in Los Angeles, and that further evidence and data may be submitted and discussion will be held with the international president of the United Brotherhood of Carpenters and Joiners prior to any final determination in the matter.

The chairman of the committee said that was a rather unusual procedure, but I said with that understanding that I wanted to submit to them this brief. It is not very long in reading matter; it is about a dozen pages; the rest are exhibits, and I was very particular in preparing this for the one reason.

During months past, the then secretary of the Los Angeles Central Labor Council, Mr. Buzzell, had been directed by President Green to act as his spokesman in the Hollywood controversy here or disturbance.

We were all called in—when I say “we,” all the international representatives of all crafts, including all of the business agents of all of the unions—for the purpose of stepping into this situation and to try to solve the turmoil and to maintain the work of the studio crafts in the American Federation of Labor unions.

I was particularly disturbed and concerned about it when I learned that he had applied for five charters. Two of them would directly affect the carpenters, that was local 80, known as the grips, and local 44 as propmakers.

I wrote the secretary, I called him on the telephone at first, then I wrote him a letter. We have the letters and their answers, and also the letter that I sent to the secretary of the motion picture—that is, the basic agreement now, there is a term for that, of which Mr. Frank Carrothers was secretary, and he in turn notified Mr. Casey, so that is a matter of record and you have it in your volume that you asked for counsel, the other day.

Now, maybe I should read three or four of these pages, if you have no objection, in order to make clear the situation.

Mr. KEARNS. No objection.

Mr. CAMBIANO. Maybe I should read it all. This is a preliminary statement submitted by the United Brotherhood of Carpenters and Joiners of America, A. F. of L., on behalf of Studio Carpenters Local 946, in the matter of determining work jurisdiction between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical and Stage Employees, representing its affiliated Propertymen Local 44.

Mr. KEARNS. Mr. Cambiano, when was this prepared?

Mr. CAMBIANO. This was prepared just at the time that the three vice presidents came into Hollywood to take up the dispute.

Mr. KEARNS. All right.

Mr. CAMBIANO. This submission is made under the agreement reached at the Cincinnati conference of the American Federation of Labor where it was decided to reach a final determination of the jurisdictional matter in the motion-picture industry between various A. F. of L. international unions by allowing a 30-day period for the unions to attempt to settle the jurisdiction, and if not, an arbitration committee of three appointed by the A. F. of L. would determine the matter.

Since no agreement was reached between the unions during the 30-day period, this summation is being made to the three-man board appointed by the A. F. of L., which is now in Los Angeles conducting the preliminary investigation.

This submission is being made with the understanding that no conclusion will be made by the arbitration board in Los Angeles and that further evidence and data may be submitted and discussion will be held with the international president of the United Brotherhood of

Carpenters and Joiners of America prior to any final determination of this matter.

This matter deals solely with the determination of the jurisdiction of work in the motion-picture industry in the making, maintaining, and repairing of products made of work in whole or in part of wood or wood substitute to be used in the production of pictures.

The United Brotherhood of Carpenters and Joiners of America, A. F. of L., submit its offer of proof on the following points:

(1) That the making, maintaining, and repairing of wood and wood production in the motion-picture industry is carpenter work and requires the skill, knowledge, and training of a carpenter.

(2) That the jurisdiction over such carpenter work lies solely and exclusively with the United Brotherhood of Carpenters and Joiners of America under its constitution and under a charter granted by the International A. F. of L., and that no agreement, charter, or constitution authorized by the International A. F. of L. are to the contrary. That an agreement by and between the United Brotherhood of Carpenters and Joiners of America and International Alliance of Theatrical and Stage Employees entered into in 1921 established jurisdiction over the carpenter work, and that said agreement has never been abrogated, changed, or modified by any later agreement between those parties or by the authority of the American Federation of Labor or by any Government agency or court.

The above offer substantiated the fact that the action of the agreement in allocating jurisdiction to one party was contrary to the authority granted by the American Federation of Labor and was in contravention of the only existing agreement between the United Brotherhood of Carpenters and Joiners of America and the IATSE, and would be a violation of such authority under agreement, and the offering party should be ordered to cease and desist.

The United Brotherhood of Carpenters and Joiners of America, A. F. of L., was established in 1881. Its constitution, and particularly that portion of it dealing with the trade autonomy and jurisdiction of work allotted to the United Brotherhood of Carpenters and Joiners of America from the American Federation of Labor, has been in existence since then, with slight modification from time to time. The present trade autonomy of the United Brotherhood of Carpenters and Joiners of America has been approved by the American Federation of Labor.

Its jurisdiction covers the milling, fastening, jointing, assembling, erecting, fastening, and dismantling of all material made in whole or in part of wood or wood substitute, and includes in such operation the handling of woodworking machinery, where the skill, knowledge, and training of a carpenter are required. No exception has been made to this trade autonomy of the American Federation of Labor by any specific industry. That is particularly true in the instant matter, where the International Alliance of Theatric and Stage Employees is claiming the jurisdiction over the type of work in the motion-picture producing industry.

If that claim is based in part upon the constitution claiming jurisdiction in the motion-picture amusement industry, it should be pointed out that it has not been the intention of the American Federation of Labor to approve conflicting jurisdictions; in fact, to the contrary, we will show that it has been the intention of the American Federation

of Labor not to infringe upon the existing jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

It should also be noted that any claim over the amusement industry is not bona fide, and the part claimed by the IATSE is restricted only to the production of motion pictures and does not extend to all the amusement industry; for example, bowling alleys, night clubs, amusement piers, and so forth.

Prior to 1921, certain questions were raised as to the jurisdiction of work between the IATSE and the United Brotherhood of Carpenters and Joiners of America. To avoid any dispute, the American Federation of Labor held a conference on July 9, 1921, with the United Brotherhood of Carpenters and IATSE. That is the 1921 agreement. I will pass that up.

Mr. McCANN. That has been received in evidence, Mr. Cambiano.

Mr. CAMBIANO. That is right.

With this agreement between the parties, jurisdictional matters were settled between 1921 and approximately 1939.

During that period the making, maintaining, and repairing of wood and wood-substitute products for use in the production of motion-picture sets were done almost entirely by carpenters.

In 1939 the American Federation of Labor and the IATSE, due to external problems between the CIO and A. F. of L. in the studio industry, and certain internal problems within the A. F. of L. studio locals, dissolved the IATSE Studio Local No. 37, and IATSE, with the approval of the American Federation of Labor, issued charters to five locals, presumably compassing the work of local 37.

At this time the Propmen's Local 44 was chartered and given jurisdiction over prop work in the industry. That was the first development which laid the basis for the present jurisdictional dispute. It became apparent to the United Brotherhood of Carpenters and Joiners in 1939, when Propmen's Local 44 was chartered, that these jurisdictional problems might be involved.

In an attempt to settle the matter before a serious problem arose, the United Brotherhood of Carpenters and Joiners wrote to Mr. J. W. Buzzell, who was acting as direct representative of President Green of the A. F. of L., and requested that the interests of the United Brotherhood of Carpenters and Joiners be protected in the establishment of these new charters in the IATSE.

The United Brotherhood of Carpenters and Joiners' letter submitted by Mr. J. F. Cambiano, international representative, is attached hereto as exhibit No. 2, and the reply from Mr. Buzzell is submitted as exhibit No. 3.

We want to call particular attention to Mr. Buzzell's letter of July 2, 1939, exhibit No. 3, in which he states:

As I assured you at the time, it is not the purpose of anyone that I know of, and certainly not my own, to, in the organization of these unions, invade the jurisdiction of any other local or international union.

May I say at that point, during that period there was an election being called for certification. All of us went to bat to try to save the day for the IATSE while it was being prepared for the election. Committees were appointed from the carpenters and the IATSE for the purpose of settling what differences we had at that time.

If my memory serves me right, I believe either Harold Smith or Lou Blix was the big shot in the IATSE at the time.

Committees were appointed, and we sat down and we came to an understanding after a number of meetings over all the jurisdiction that we had between the two organizations.

The committee had approved it, and we were waiting for the approval of the executive board of the IATSE. The election returns were over, and the American Federation of Labor groups won, and that was the end of our jurisdictional settlement. There never was a—it was not signed by their executive board, and that was the end of the picture.

Mr. McCANN. What do you mean by the American Federation of Labor group won?

Mr. CAMBIANO. All of the groups here. There was an internal group going on, as I read in here, known as the CIO, and so forth, and we were out to keep the industry from going into their hands.

Mr. McCANN. I see the point; yes. Proceed.

Mr. CAMBIANO. And the results of that, of our negotiation, simply died at that point.

Mr. McCANN. When you destroyed one enemy, you created two more; is that right?

Mr. CAMBIANO. That is right, and being a good fellow, we got the results from it.

Mr. KEARNS. That was all within the brotherhood?

Mr. CAMBIANO. Yes.

Mr. KEARNS. That is what we have to bring out here.

Mr. McCANN. When they finished fighting outside, they went back into their own fight; that is what I mean.

Mr. CAMBIANO. The letter which is on that page was with the intention of trying to eliminate the existing controversy in the industry.

The United Brotherhood of Carpenters and Joiners, through J. F. Cambiano, international representative, protested any infringement on the jurisdiction in the studio producers. At approximately the same time, a copy of a telegram sent to the producers committee and a copy of the telegram to the president of the United Brotherhood of Carpenters and Joiners on July 28, 1939, are submitted as exhibit No. 4, to demonstrate conclusively that the reorganization within the IATSE at that time involves a matter entirely apart from the claim on the work jurisdiction of the United Brotherhood, we submit as exhibit No. 5 a copy of a letter to the A. F. of L. president, William Green, dated July 9, 1939. This letter is a report from Mr. J. W. Buzzell, acting as Mr. Green's representative in the IATSE matter.

This report combined with Mr. Buzzell's letter to the United Brotherhood, exhibit No. 3, demonstrates conclusively that there was no intention to change the trade autonomy of the United Brotherhood of Carpenters and Joiners of America in the motion-picture industry.

These exhibits demonstrate further that no approval was given by the American Federation of Labor which in any way changes the agreement between the United Brotherhood of Carpenters and Joiners and the IATSE, dated July 9, 1921.

After Propertymen's Local No. 44 of the IATSE was chartered in 1939, the IATSE, through its local, began a program of gradual encroachment on the work jurisdiction of the United Brotherhood of Carpenters and Joiners in the motion-picture industry.

This program of encroachment has never been approved by the American Federation of Labor, and has not been the subject of an

agreement between the IATSE and the United Brotherhood of Carpenters and Joiners and the American Federation of Labor.

Mr. KEARNS. Pardon me there at that point. You say it has never been approved by the American Federation of Labor.

Mr. CAMBIANO. That is the encroachment part of it. In other words, they did not approve of any encroachment of our jurisdiction as to the work that we were doing.

The letter here specifically states that.

Mr. KEARNS. You mean by that, when the council learned of it, if those facts should appear before them, they did not approve of the situation?

Mr. CAMBIANO. Well, it says they never have approved of it.

Mr. KEARNS. Well, was it ever brought to their attention?

Mr. CAMBIANO. Oh, I presume it has. I would think that it has.

Mr. KEARNS. What did they do about it then, if it was discussed? Did they just leave it go on?

Mr. CAMBIANO. No; I don't think that is exactly correct. I think that there is many, many meetings we were in when these turmoils came up, they tried to get the two international presidents together and tried to iron out their differences. That has always been the practice where there is a jurisdictional dispute which is not settled locally, it has been referred to the two international presidents to settle among themselves.

Mr. KEARNS. Then they do so if they elect to do so?

Mr. CAMBIANO. They should do so, and in most instances they have been settled, the disputes with them.

Mr. McCANN. Well, they didn't in this case.

Mr. CAMBIANO. No; and I am giving you the reasons.

Mr. McCANN. Mr. Chairman, may I ask how many more pages he is going to read?

Mr. CAMBIANO. I have about five more pages.

Mr. McCANN. You see, we have already received in evidence all the papers that you presented to the three-man committee, so the main thing I don't want to do is duplicate the record here with respect to the three-man committee. If this is just your statement that you gave to the three-man committee?

Mr. CAMBIANO. That is right.

Mr. McCANN. We want to have it.

Mr. CAMBIANO. That is right.

Mr. McCANN. Will you proceed, then?

Mr. CAMBIANO. Encroachment has grown to a major proportion since 1941, until at the present time property men's local 44 claims the jurisdiction over the making, maintaining, and repairing, including operation of woodworking machinery, all movable wood or wood substitute products used in the production of motion pictures, including only permanent construction building and maintenance of same. And local 44 now claims jurisdiction over making of all furniture, sets, and so forth, which can be or are movable. This includes not only the making of furniture and miniature sets, but also the construction of railroad cars, airplanes, and so forth. It is this deliberate encroachment program which this board of arbitration has been appointed to rule upon. Certain jurisdictional matters have also been in existence between the United Brotherhood and Motion Picture

Studio Grips Local No. 80 of the IATSE. These jurisdictional matters have been tentatively approved, and that is that grip agreement which you have already here on exhibit. I am going to explain why the two presidents did not sign it.

Now then, I don't want to go into it and read the rest of this other than to say that we have a lot of exhibits here, we have a lot of affidavits from men here that worked in the motion-picture industry from 15 to 25 and 27 years. These men are of the highest type of mechanics. They are professional at their trades. We have a volume here of hundreds of them, and we have picked about 60 of them because we didn't want to build this thing up so large. Those same men with the exception of maybe half a dozen are still out, and I would personally prefer that they give their side of the story, because they are the men who are working directly on the job, but I was concerned about having these three vice presidents before them the picture of our dispute, particularly in the mill and the prop shops. So we went to considerable trouble there to show that the type of machinery that was used over there in the mill department is identical to the machines that they may have over here that they have been using in the prop department. In other words, we wanted to make clear that all the woodworking machinery that required the skill of a carpenter or millman, the same machine required that skill on that same type of machinery on the other side.

We also say here that the running of this woodworking machinery is identical to the same type of operation we have in our shops and mills throughout the entire area, such as our planing mills, our cabinet shops, and our boat yards and what not. We tried to make it very clear and we also pointed out that in the prop shop where they were making furniture is the types that we have in the furniture factories here in Los Angeles, not only here in Los Angeles but all over the United States. We have boat yards, we have cabinet shops, we have store fixture shops, we have mills, sash, and doors, all of those plants here hire members of the United Brotherhood of Carpenters and Joiners of America and identically the type of men. Fact of the matter, most of the men that they have in the studios at some time or other were members of the Brotherhood of Carpenters during the time they were required to carry two cards. We brought that all out here. We went to some expense, we have gone into the several studios with our photographers for the purpose of presenting it to them. We didn't want to misrepresent anything. We went into two of the studios concerned, then we were called by the producers to say that the IATSE objected to any further pictures being taken and we stopped, but we had all the pictures we wanted up until that time.

Mr. McCANN. May I ask, Mr. Chairman, that the statement which he has been reading to the point where he stopped be received in evidence as part of our record, and that the rest of the attached volume be marked for purposes of identification?

Mr. CAMBIANO. You have the volume here that was given to you by Mr. Doherty.

Mr. McCANN. Not according to the chairman of that committee. Mr. Knight said that volume was not brought down here.

Mr. CAMBIANO. He handed that to you, presented that to you, Mr. Counsel. While I was here, an identical copy of this was handed to you. He handed it to you while I was here.

Mr. McCANN. Well, I must be wrong.

Mr. KNIGHT. I checked that box of records we brought down, and it was not in there.

Mr. CAMBIANO. Mr. Chairman, if you will pardon me, you raised the question of this. We presented the statement and read the preliminary statement. I know that it was all here. Isn't it, Mr. Knight?

Mr. McCANN. Then that was a different thing, Mr. Knight. Just a minute, let's get this straight now. Mr. Knight, for the purpose of the record, are you confident that that volume with the exhibits is still in Washington?

Mr. KNIGHT. No; I am not. The reason I told you what I did was Friday evening after adjournment I checked that box of records that we brought, to get some information out of it, and this file was not in that box at the time. That is the reason that I made the statement.

Mr. CAMBIANO. Mr. Chairman, it must have taken wings and left this hall, because it was right here. It was in a cardboard box and it was handed to you.

Mr. McCANN. Mr. Chairman, I wanted to ask, we have two reporters here who are the custodians of those exhibits. I want to ask them if they have anything like that in the file.

The REPORTER. I will check and see.

Mr. McCANN. Before we pass that, I would like to know that we have this available. Now, Mr. Chairman, I think that we had better—

Mr. CAMBIANO. I can finish in 5 minutes.

Mr. McCANN. We might let him finish, before all of this develops here in the record.

Mr. CAMBIANO. Well, Mr. Chairman, I want to say on behalf of the Brotherhood of Carpenters we were very much concerned about seeing this industry here back to where it rightly belongs. I know the chaos that is going on here. It is not a healthy condition, and there isn't a reason why this entire turmoil cannot be settled. I am sure that the Brotherhood of Carpenters want to see it settled, and I don't for the life of me understand why this industry can't get down and work out a uniform agreement. We may vary in our views as to just what kind of a contract should be in this industry. I know when I first came in here we had that basic agreement. Mr. Casey over here was chairman of the producers' group and Mr. Hutcheson was chairman of the labor group. We never had any trouble arriving at a settlement of our differences. Most of these meetings were held in the East, so far as wages were concerned, or anything that might have affected the industry. Of the meetings that I have attended since I have been in here none of them lasted more than 1 day. I say 1 day. We would probably start in at 10 o'clock in the morning and wind up at 1 or 2 o'clock the following morning, but they were disposed of in 1 day and our relations were good. I contend that something of that nature must be set up here again.

I was in court when the Actors Guild was in there for the purpose of setting up some machinery to take care of the industry. We subscribe to that, but I am of the opinion, and I put in many years at this trade, I joined the brotherhood in 1903, 44 years ago last June, and I went through practically all of the turmoils in this State in the 44 years, so I think I can speak with some authority. I contended then and I con-

tend now that the motion-picture industry will never—there you are.

Mr. CAMBIANO. The motion-picture industry will never have peace or stability in this area until an over-all contract is gotten up by the international heads. And I don't mean the carpenters and the IA. I mean all of them. That an over-all agreement be entered into. Then the enforcement of the minor things that may happen here should be carried out and conducted through some office set-up with specific rules to carry on. Not until that time will this industry—because of all its ramifications—that agreement can be arrived at.

I want to illustrate that the building industry here in May 1941, we took on the job here of working out a master contract to cover the six basic trades. When I say six basic trades I mean the trades that are employed by the general contractors, better known to us as the prime contractors.

This agreement calls for the carpenters, teamsters, iron workers, cement finishers, engineers, and laborers. Those are the crafts that are directly employed by the general contractors.

We sat in there one time, at the beginning, when Los Angeles was better known as the "open-shop town," we sat in there and it took us about 10 months. Everybody was looking upon each other with a lot of daggers. But we finally came to an agreement.

Now, we have been working under that master agreement for the past 7 years, and I am here to say that we haven't had one job stoppage since that time.

Two years ago, at the request of the general contractors in the 46 northern counties, in the northern part of the State, I was requested to come in there and work out a similar one. We have been working under a master contract, the 46 northern counties, with the carpenters, in this case, and we haven't had a job stoppage under it.

When I say we can sit down and negotiate two contracts, and we are in hopes next time it will be probably 58 counties, the whole State of California, which represents, from the Brotherhood of Carpenters' standpoint—we have in this area the 12 southern counties, in the neighborhood of some 46 or 50 construction locals, representing better than 76,000 carpenters. In the 46 counties in the northern part of the State we have something over 80,000 carpenters. We have a membership in California of 141,000 members of the brotherhood.

If we can work out an agreement as men sitting around the conference table, for the good of the industry, the building industry, there is no good reason we can't sit around a conference table and work out a just agreement for the motion-picture industry, which is a creditable institution in this area.

I want it understood that we stand ready at all times to do that very thing. I bring that out because I heard here something about it had to be done on local level.

Sure, they have had a trial of it. While I am in accord that minor matters of that kind, or the operation of it should be on the local level, but it is my opinion, with my experience I have had here, if you are ever going to get anywhere, an over-all agreement will have to be entered into by all the international heads, one general contract, and set up your machinery here to carry out through.

I thank you.

Mr. McCANN. Why hasn't Mr. Hutcheson come out to help us do this?

Mr. CAMBIANO. Well, I think Mr. Hutcheson has got plenty able-bodied men around the country. He wouldn't be able to cover everything that there is. I am sure he would give instructions to the proper people to see it is done.

Mr. McCANN. Are you in a position so you could sit down with Mr. Walsh and make an agreement, without Mr. Hutcheson?

Mr. CAMBIANO. I don't know whether Mr. Walsh will sit down without Mr. Hutcheson.

Mr. McCANN. If Mr. Walsh won't sit down without Mr. Hutcheson, why wouldn't Mr. Hutcheson come out?

Mr. CAMBIANO. I am putting that question; at another time Mr. Walsh would not sit down without Mr. Hutcheson without a letter of exchange, as we heard here this morning.

Mr. McCANN. As I understand the thing, though, Mr. Hutcheson must have known for weeks we wanted him out here, and we are trying to get a solution of this problem. You have stated it can only be done with the top-notch men. I put it up to you: Why isn't he here to do it?

Mr. CAMBIANO. I don't know. That is my personal opinion. I think that is the only solution, I think, of a lot of this.

Mr. McCANN. We have heard testimony from Mr. Casey and others, that at a meeting in New York City, where the presidents of these two organizations were meeting, and they had piles of photographs and divided them: "This is IA work and this is the carpenters'. This is IA's and this is the carpenters'." That went on for a day, and then Mr. Hutcheson threw it all away and said, "All I can say is, we are not going to negotiate. We want everything on wood and wood substitutes."

Mr. CAMBIANO. That isn't altogether true. There wasn't any volumes of hundreds of them. I am the one that brought them in. I had a stack about that high [indicating]. If that is hundreds of them—

Mr. McCANN. We would like to know how high that is. How many photographs were there?

Mr. CAMBIANO. I paid the postage, the air mail—I paid \$6.60 for air mail. You can figure that. The bundle wasn't as big as this [indicating]. I brought them in. I brought them in there.

Mr. McCANN. How many pictures were there?

Mr. CAMBIANO. Well, in the first place, he had what we have in here [indicating]. I would say I doubt if there was over 60 pictures.

Mr. McCANN. Not over 60 pictures?

Mr. CAMBIANO. I doubt if there was that many; about that many.

Mr. McCANN. You were in that conference?

Mr. CAMBIANO. Yes.

Mr. McCANN. We have heard the testimony of Mr. Casey that everything seemed to be doing fine the first day. Is that right?

Mr. CAMBIANO. The usual opening, general, very general, yes.

Mr. McCANN. Then Mr. Hutcheson said he was not going to carry on any further negotiations with them, all the carpenters would take would be all woodwork and all work on wood substitutes. Is that correct?

Mr. CAMBIANO. Well, let me answer it in this way—

Mr. McCANN. Answer that, if it is correct.

Mr. CAMBIANO. No; it isn't correct.

Mr. McCANN. Tell us what it is.

Mr. CAMBIANO. In the first place, to start rolling off pictures, they came across one—no question about that. And I don't think they turned over a dozen of them, to be honest with you, until it came out to a case where there was a back bar in a restaurant. And because that was loose and it wasn't fastened to the wall, they took the position it was the work of a prop.

It wouldn't be any different than that table you are sitting at there [indicating]. That table is loose. They claim the making of it because it is movable. If that was nailed to the wall over here [indicating], why, then it would be part of a set. We would build it.

And they demonstrated in several of them—one of them was a church pew. They claimed everything that was in that church because it was movable, except the rail in front of the altar.

Now, if I had the photographs in front of me I could tell you.

I am here to say now the reason they disagreed was because of the position taken by the IA's claiming certain—that certain work was considered to be as prop work, and they were claiming it, so both sides were just about as much to blame.

Mr. McCANN. What I am interested in, Mr. Cambiano—and I am the one who said it looked to me as if it had to be on a local level. You say it should be on a national level. If you can't get the president to come out and talk about the problems of thousands of men, we can't even get him to respond to a subpoena that we have tried to serve on him, how can you solve a problem at the higher level? I would like to have that answer from you.

Mr. CAMBIANO. I am sorry. I wish he was here personally. But I haven't seen or talked with him—I don't think I have talked to him once in 6 or 7 months.

Mr. McCANN. You think he is following this hearing?

Mr. CAMBIANO. I couldn't say.

Mr. McCANN. You couldn't say?

Mr. CAMBIANO. No; I couldn't.

Mr. McCANN. Mr. Cambiano, it seems to me that the interests of his thousands of carpenters out here deserves his presence at this meeting, and the welfare of our country deserves his presence.

I don't know Mr. Hutcheson. I don't believe there is anyone in this country that is so big that he can't cooperate to help solve this problem.

Mr. CAMBIANO. He is a big man, Mr. Counsel, don't let anybody tell you anything to the contrary. Let me say, as far as the brotherhood is concerned, I have been a member of that for 44 years, and I have seen it go up and down. I don't know of another international union that has had a cleaner record as the brotherhood.

Our constitution and our laws and our election of officers are all done by referendum votes.

Mr. McCANN. I have never heard that challenged. I am not challenging it now.

Mr. CAMBIANO. As I say, all our presidents, all our officers, our executive officers, are elected by a referendum vote of the United States and Canada.

Mr. McCANN. I am glad to hear that.

Mr. CAMBIANO. It is not elected by the convention. The same position I hold as State president——

Mr. McCANN. What I am interested in, sir—and I don't challenge Mr. Hutcheson is a very able man—but I do challenge his interest in this problem, Brother Cambiano, and I say to you that as his representative here I think it is your duty to tell him that we are very much concerned over his absence.

If the chairman, as usually happens, says to me, "McCann, you write this report," I am going to mention the fact in that report we have done everything we could to get him, and his failure to be here does not show he is as vitally interested in this situation and the welfare of the people as he should be. You couldn't blame me, could you?

Mr. CAMBIANO. No.

Mr. McCANN. We would like to have him here. I wonder if you could get that word to him. I think he should be here. I am not challenging his greatness or his importance. I do challenge that any man is too big to come down to the level of discussing a problem like this and helping us to solve it. Thousands of people now have their lives involved. Will you let Mr. Hutcheson know that?

Mr. CAMBIANO. I can only convey your message to the general office. That is where all my communications go. I will be glad, on the adjournment here, to telephone our office and convey your message.

Mr. KEARNS. We will adjourn to 2 o'clock.

(At 12 noon, a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order, please.

Mr. McCANN. Mr. Cambiano is to return to the stand.

TESTIMONY OF JOSEPH CAMBIANO—Continued

Mr. McCANN. Mr. Cambiano, counsel for the producers, has requested, and I guess you won't have any objection to it, that I should read a portion of your opening statement where you stopped, to the end of that paragraph, and so for the record I will read from page 6:

Certain jurisdictional matters have also been in existence between the United Brotherhood and the Motion Picture Studio Grips' Local No. 80, IATSE. These jurisdictional matters were tentatively resolved on November 13, 1945, by a signed agreement between Studio Carpenters Local No. 946 and the Grips' Local No. 80. A copy of this agreement, which has not yet been ratified by the international officers of either organization and is therefore tentative, is submitted as exhibit No. 6. This exhibit demonstrates the jurisdiction of work recognized by the IATSE grips as belonging to the United Brotherhood insofar as the grips' local's claim to jurisdiction is concerned.

The United Brotherhood has consistently maintained its position that the agreement of July 9, 1921, must be adhered to by both parties since that agreement has never been abrogated or modified by any later agreement between the parties or by the American Federation of Labor.

Prior to the recent 8-month strike in the studio industry, the United Brotherhood again made its position clear to the producers' committee, as indicated in the communications dated February 8, 1945, and February 12, 1945, submitted herewith as exhibit No. 7.

This, I think, has already been received in evidence for reference purposes only.

Now, I have a question to ask for Mr. Levy: You said that the 1921, not 1926, agreement should govern jurisdiction. Did you know that in 1945, before the March 12 strike, Mr. William L. Hutcheson said that the 1921 agreement would not be recognized by

the Carpenters' Brotherhood, that the time had long passed for that?

Mr. CAMBIANO. I did not.

Mr. McCANN. Mr. Hutcheson wrote that very thing in a letter already in the record, from Mr. Hutcheson to Pat Casey, in February 1945. That is also from Mr. Levy.

Any questions, Mr. Luddy?

Mr. LUDDY. None, sir.

Mr. McCANN. Now, Mr. Chairman, I have two things which have been referred to, and a third document which has been presented to me through Mr. Casey that Father Dunne referred to. I think it should be read into the record now. It was understood the other day that it would be. It is a wire from Los Angeles, Calif., March 12, 1947, from Father George H. Dunne, S. J., Loyola University, to Pat Casey, 5504 Hollywood Boulevard, Hollywood, Calif., and it reads as follows:

Last Sunday night I publicly challenged the CSU, the IATSE and the producers to accept certain concrete proposals for the solution of Hollywood labor dispute. I stated that acceptance or rejection of these proposals would constitute a test of the sincerity and good faith of the parties to this dispute and the entire community would know by these proposals who was to blame for preventing a just settlement. These proposals were:

1. That the CSU agree to throw August clarification in the wastebasket as providing no satisfactory basis for agreement;

2. That the CSU agree to start with the December 1945 award granting set erection to the IATSE, construction to the carpenters.

3. That the CSU, the IATSE, and the producers immediately take steps to set up arbitration machinery to settle every jurisdictional dispute arising out of the December awards or from any other source; that the arbitrator be an on-the-spot arbitrator empowered to say what work goes to what union; that the arbitrator have no connection with producers and preferably not be a member of the AFL so as to be free from political pressure; that his decisions be binding on all parties including the producers;

4. That the CSU commit itself in advance that in the event Bill Hutcheson refuses to accept this arrangement or refuses to abide by an arbitrator's decision, the other CSU unions will not support the carpenters in any action that [they] may take;

5. That in the event of acceptance of these proposals by the CSU the dispute [should be settled] on the basis of signed contracts and [the men] return to work without discrimination.

The CSU has publicly committed itself to the unqualified acceptance of all of these proposals. This puts the challenge squarely up to the IATSE and the producers. Refusal or evasion of these proposals will be a confession of bad faith and proof of unwillingness to reach a just settlement. In the event of such refusal or evasion I shall leave no stone unturned to bring the truth to the attention of the public. I should appreciate an immediate reply stating whether or not the producers are prepared to accept the same proposals as a basis for settlement.

Here is another question by Mr. McMahon of the University of California; a question to you, sir.

At the 1945 conference in New York, where Mr. Walsh and Mr. Hutcheson discussed jurisdiction, were any general proposals made by either party as a basis for settling their differences?

Mr. CAMBIANO. I don't recall of any.

Mr. McCANN. In other words, were any propositions advanced as a deal?

Mr. CAMBIANO. None.

Mr. McCANN. You don't recall it.

Now, Mr. Chairman, I have two rather important minutes of meetings to which you have referred, Mr. Cambiano. The producers have furnished me with copies of the minutes which were made of the

meetings held in the board room on Tuesday, April 22, 1947, by the labor relations managers with the carpenters' committee, and also a meeting that was held on Thursday, July 3, 1947, at 10 a. m. with the carpenters. I am not going to read all of the names. I hope that the court reporter will copy them. I believe that the minutes should be read at this time, Mr. Chairman.

MINUTES OF MEETING HELD IN BOARD ROOM ON TUESDAY, APRIL 22, 1947, AT 10:30 A. M., LABOR RELATIONS MANAGERS WITH CARPENTERS' COMMITTEE

Present: Messrs. Hopkins (Columbia), Blair (Goldwyn), Walsh (M. G. M.), Leonard (Paramount), Bushner (R. K. O.), McDonell (Republic), Colyer (Fox), Sax, Miller (Warners), McCausland (Universal), Fouse (Roach). Messrs. Batchelder, Boren, Casey, Clarke, Foster, Pelton. Messrs. Benjamin, Mitchell, Silberberg. Local 946: J. F. Cambiano, C. A. Sproul, president, Oscar Schatte, Wm. H. Donovan, Thomas B. Conley, Jim Skelton.

Boren and Cambiano were in agreement that any publicity shall only be given out jointly by them.

Boren stated this meeting with local 946 (and Cambiano represents the international) was called because they are the bargaining agents for the carpenters.

He further stated that we request William Hutcheson, general president of the United Brotherhood of Carpenters and Joiners of America, agree with the parties that the December 1945 directive be the basis for the division of work. We want to bargain for carpenter work and therefore it should start on the December directive.

Cambiano stated he would have to talk over the December directive and set erection with his people.

Boren added that the producers were going to insist on having set up a method of arbitrating jurisdictional disputes. Cambiano said he was in favor of that, too.

Boren also stated that we want a strong "no strike" clause, so work can be assigned without work stoppage—work to be assigned as in the past.

Cambiano asked if we are willing to settle all matters locally. Boren said "Yes," but the international must agree to settlements.

Upon inquiry from Cambiano if we would accept the clarification of the directive, Boren said "No"—nor would we include arbitrating the directive in the arbitration set-up.

Skelton said if they can't get the wages they want they still want the right to strike. Boren said no one was denying that right, but after once having agreed upon wages and conditions, no strike or stoppage of work should take place during the lifetime of agreement.

Cambiano asked if we would refer the set erection issue back to the international, and Boren said "No."

The carpenters recessed from 11:15 a. m. to 11:30 a. m.

Boren suggests that we close the meeting now and that the union refer back to its international the matters discussed here today and if and when the union wants to discuss the matters further the producers will be glad to meet.

Cambiano said the union was about to suggest the same thing and inquired if the producers would be willing to put everyone back in jobs as of last September.

Boren answered, that opened up a large subject and tied into the directive and we had better not discuss that until ready to discuss the directive.

Oscar Schotte suggested that in future negotiations all statements and/or basis of negotiations should be reduced to writing.

The strike clause suggested can be submitted later.

Cambiano asked each member of his committee if he had anything further he wanted to say, but no one did.

Adjourned.

Is that relatively an accurate statement, sir?

Mr. CAMBIANO. Very much so, Mr. Counsel, excepting they omitted one of the main issues. It was called to my attention that unless some arrangement was made to take care of the replacements, we were just wasting time.

Mr. McCANN. And that is not mentioned in there?

Mr. CAMBIANO. That is not mentioned in there.

Mr. McCANN. It was mentioned at the meeting?

Mr. CAMBIANO. Yes.

Mr. McCANN. All right.

Now, the next meeting, I will read you the minutes of it, sir.

MINUTES OF MEETING HELD IN BOARD ROOM THURSDAY, JULY 3, 1947, AT 10 A. M.
WITH CARPENTERS

Present: Messrs. Cambiano, Skelton, Paige, Donovan, Sproul, Schatte, Conley, Boren, Benjamin, Clarke, Batchelder.

Boren stated that the two internationals (United Brotherhood and IATSE) are in a fight and haven't as yet settled their argument.

We can and will negotiate with the carpenters but what will it avail? Will the carpenters return and work alongside of replacements? Answer was "No."

However, the locals will accept the directive and work with IA set erectors.

Boren said the producers expect a statement from Hutcheson that he will abide by the 1945 directive—that the union will agree to a no-strike clause pending action of the international heads; that carpenters will take work assignments in accordance with the 1945 directive, and pending the settlement of the replacements problem go back to work as needed.

The union representatives would not agree to these conditions.

Boren stated the producers would accept anything Hutcheson and Walsh would agree to.

To Skelton's inquiry, "Are you in a position to deal with No. 946?" Boren said, "Yes; and anyone who wants to come back to work we will give him a job when one is open—he will have to work alongside of anyone doing similar work, but we must have a no-strike clause—an agreement to abide by the 1945 directive and assurance from your international that your men will not be pulled off."

Cambiano said we are not making any headway—it's just as it was before—I didn't feel we could accomplish anything but some of the boys wanted a meeting, so let's adjourn.

Is that accurate, sir?

Mr. CAMBIANO. I would say fairly accurate.

Mr. McCANN. Now, have you any questions to ask, Mr. Cobb?

Mr. COBB. No.

Mr. McCANN. No questions. Now, have you anything further to add?

Mr. CAMBIANO. Yes, Mr. Chairman and counsel, I would like to clear up a misunderstanding.

Mr. McCANN. All right, sir.

Mr. CAMBIANO. A misunderstanding just before we recessed. It appears some of my people took me to say that in reference to my personal opinion in the settlement of this studio affair, when I stated that it is my personal opinion there should be an over-all agreement by all the internationals.

Now, some of them got the impression I meant that the settlement for this entire motion-picture affair should be settled between Mr. Hutcheson and Mr. Walsh.

Mr. McCANN. That was my impression, sir.

Mr. CAMBIANO. No; it was not mine. I would say in my experience in settling this affair here, it should be an over-all agreement, consummated by all the internationals in there, and then set up the local machinery.

Mr. McCANN. In other words, you have in mind there should be some authorization from the two heads of the unions that would entitle the locals to work out the problem?

Mr. CAMBIANO. I don't think we would have any objection to that. Knowing the ramifications involved—

Mr. McCANN. Yes.

Mr. CAMBIANO. I can't see how the local groups can work out a local settlement until such time as there is an over-all master contract to cover the motion-picture industry, with proper machinery locally to take care of it, and see it is carried out.

The point I am concerned about is the impression of some of the boys that I meant that Mr. Hutcheson and Mr. Walsh was to come in here and settle the motion-picture industry. It is beyond Mr. Walsh and Mr. Hutcheson.

Mr. McCANN. Well now, I would like for you to develop your theory a little bit further, Mr. Cambiano. I hear your words, but I don't know what you mean. I am looking for—and I know the chairman is looking for—a method by which this situation may be solved.

Mr. CAMBIANO. I tried to preface that by two contracts we have in the building industry, one for the 12 southern California counties and one for the northern California counties in California.

The one in the 12 southern counties have been in operation since May 1, 1941.

Mr. McCANN. I recall that.

Mr. CAMBIANO. I tried to set that as an example that the motion-picture industry should pattern from.

Now, in the 12 southern counties it is comprised of 6 international unions that I enumerated this morning. The northern one is strictly a carpenters.

Mr. McCANN. What I want to find out is what is the machinery by which these six unions settle a dispute between themselves?

Mr. CAMBINO. It is very simple. In our contract we have certain terms and conditions how jurisdictional issues can be handled. The jurisdictional issues is definitely between the 12 internationals involved. Locally we have machinery set up where we can take care of those troubles without going to the headquarters. If a local beef takes place, the two groups are called together. We are called in. We had in the last 6 or 7 years settled them all, with only one case that involved the carpenters, about which we did go into arbitration. The rest of them were settled by getting a committee from two sides and going on the project and looking it over and it was settled right there and then; no stoppage of work.

Mr. McCANN. Don't we have a bigger issue here? I want your sound help on this. Don't we have the issue here that the carpenters for 25 years, approximately, had done all the carpentry work, I mean, the set erection, let's say, until the 1945 directive came out, because we find the statement by Mr. Brewer to the effect that the carpenters had done that?

Now then, we have a directive that apparently—and the IATSE thought so and the producers thought so—gave that work to the IATSE. Then we have a clarification, apparently, which gives it back to the carpenters. And we have had the testimony of the three men who sat on that committee to the effect they meant for the carpenters to have it.

Mr. CAMBIANO. Right.

Mr. McCANN. Now, don't we have just one thing involved, that the three-man committee said one thing and meant another, isn't that correct?

Mr. CAMBIANO. That is quite true.

Mr. McCANN. Isn't that correct?

Mr. CAMBIANO. That is right, but I don't think it was done intentionally.

Mr. McCANN. That is right, but they said one thing and they meant another.

Mr. CAMBIANO. That is right.

Mr. McCANN. And under the plain reading of the language that they used it certainly appears to have been their intent until they clarified it to give these jobs to the IATSE. Wouldn't you agree with that?

Mr. CAMBIANO. Well, in answering that I might answer it in this way here: I think the three vice presidents were about into the same position that the motion-picture producers were in. I have had Mr. Casey at his office tell me on numerous occasions that they could not interpret it and beg me to have the headquarters give us a clarification.

Mr. McCANN. All right.

Mr. CAMBIANO. Now, I have had that from a man that has given his life to the motion-picture industry.

Mr. McCANN. Now the thing that it seems to me—and I am talking to the chairman now as well as the witness—if the directive of December 26, 1947, said one thing and meant another, isn't the only solution to this problem to go back to the 1945 directive, agree that the status quo as of that time before it was issued should be restored?

Mr. CAMBIANO. Before it was issued?

Mr. McCANN. Before it was issued, go back now to the status quo before the first grave mistake was made.

Mr. CAMBIANO. In other words, the carpenters should be returned back to the previous position.

Mr. McCANN. That is right, and then have a group of arbiters who are disinterested, with a dictator who can say, "This is IA work, and this is carpenter work," so that there can be no more arguments or battles over jobs. Wouldn't that be the solution?

Mr. CAMBIANO. Before I answer that now, I would take it to mean that everybody be returned back to their jobs.

Mr. McCANN. That is what I am thinking of.

Mr. CAMBIANO. You know that happened once before, you know, everybody was returned back to the jobs.

Mr. McCANN. When was that?

Mr. CAMBIANO. During the first trouble.

Mr. McCANN. By that you mean the 1945 strike?

Mr. CAMBIANO. That is right. That happened at that time, but I am for anything that would bring peace in the industry.

Mr. McCANN. All right, now let's stop right there. Suppose you and I are agreed that that would solve it; I have just met Mr. Walsh this morning and Mr. Brewer and his group. We are going to examine them later. I want to ask if you among the labor leaders in this town, and I am speaking to you first and Mr. Skelton and Mr. Sorrell and the rest of them on that side and on down the line over here, is there enough give in your natures to allow the welfare of the

people here to take the place of your pride in your organizations, or the disposition not to give to anybody anything because somebody 50 years ago said a carpenter could do something, do you think that there is enough give in them?

Mr. CAMBIANO. Well, sure; all our rules and regulations are elastic to give and take on all of these problems.

Mr. McCANN. I know that your rules and regulations are elastic, but you and I are about 60 years old. Are we elastic?

Mr. CAMBIANO. Well, I have not gotten that far along that life has become stationary.

Mr. McCANN. Is Mr. Hutcheson elastic enough, that is the question; will be give this power to your people to deal with it here?

Mr. CAMBIANO. I am sure that he will.

Mr. McCANN. Now here's a question I want to ask you that has been presented by Mr. Luddy. Is the dispute which you said "went to arbitration" a dispute involving refusal of carpenters to do construction work at the studios?

Mr. CAMBIANO. Will you read that again?

Mr. McCANN. Is the dispute which you said "went to arbitration" a dispute involving refusal of carpenters to do construction work at the studios?

Mr. CAMBIANO. I don't know where that came from.

Mr. McCANN. Mr. Luddy.

Mr. CAMBIANO. Is that in reference to what I said this morning? I made no statement of construction work this morning.

Mr. McCANN. I don't understand it myself, sir.

Mr. CAMBIANO. All right.

Mr. McCANN. Mr. Chairman, would you allow Mr. Luddy to explain that question, please, for the record? I don't understand it, that is all.

Mr. LUDDY. This afternoon the witness said that pursuant to the arbitration arrangement which had been set up by the building trades council, so many in the southern counties and so many in the northern counties, that they had settled all the disputes except one dispute which he said "went to arbitration." He so testified within the last 10 minutes.

Mr. McCANN. I didn't know you were referring to that. That is what confused me.

Mr. LUDDY. That is why I put it in quotes when I said to him, "Is the dispute which you said 'went to arbitration' a dispute involving refusal of carpenters to do construction work at the studios?" And then in the very next question I say what I mean by construction work.

Mr. McCANN. Can you answer that question whether that was the dispute that went to arbitration?

Mr. CAMBIANO. The dispute that occurred at that time was within our own family, between the carpenter rate and the pile-driving rate, our two different rates, on a bridge job. This job happened to be one of a heavy bridge that was built with heavy timber, where you had to use heavy machinery, cant hooks, and what not, which under our contract comes under the bridge and construction groups, and they paid off on the carpenter rate, which was a lesser rate. That was the dispute involved, and that was the only one that we have had during the 7 years that went to the arbitration.

Mr. McCANN. One more question. Are the arbitration proceedings now pending, and if so, to what does it relate? He is talking about that dispute.

Mr. LUDDY. No; I am not talking about that dispute.

Mr. McCANN. Are the arbitration—

Mr. LUDDY. Make it, Are there arbitration proceedings pending—

Mr. McCANN. Are there arbitration proceedings now pending, and if so, to what does it relate?

Mr. CAMBIANO. You mean under the master contract?

Mr. McCANN. Yes.

Mr. CAMBIANO. We have, any case we came to a disagreement that would be settled between the two groups. That is, there is arbitration machinery set up for the purpose of settling it.

Mr. McCANN. What is the machinery?

Mr. CAMBIANO. Well, the machinery is set up between the groups on the conference board, which is comprised of six international representatives with two secretaries of the local building-trades councils. In other words, I would have to give you the background of it.

In the set-up we have, I think there are 10 building-trades councils in the 12 southern counties, and there are two of those secretaries, namely, the one here in Los Angeles and one in San Diego, because there are two groups here in southern California of the Associated General Contractors. We have six internationals sitting in with an equal number of the contractors representing the employers' side. Now, in the event we come to a disagreement, then there are four from each side picked out which constitutes the arbitration committee for the purpose of handling any dispute arising. We have had only one case of it during all this time.

Mr. McCANN. Isn't it a fact that the carpenters did refuse to build certain additions and improvements at the studios?

Mr. CAMBIANO. We have not refused, but we are not building them because there are picket lines there and we can't go in on them.

Mr. McCANN. Mr. Chairman, those are all the questions I have.

Mr. CAMBIANO. Mr. Chairman, I would like to make one more clarification of the point just before the recess, that was with reference to the photographs that went back East. To the best of my recollection there were about 30 of them that were presented in New York of the particular group that I sent, I remember sending in there, that I said I could remember, because I spent \$6 in postage stamps to do it. That was the exhibit and some extra pictures that I forwarded to the general office. I erred when I said it was the ones that were sent in to the New York meeting.

Mr. McCANN. Now, Mr. Chairman, at some place in the record here I desire to have the National Labor Relations Board bring up any and all petitions which have been filed in regard to the Hollywood dispute.

Mr. LUDDY. Since when?

Mr. McCANN. Since just before the 1945 strike, with any and all decisions that they have made.

Mr. LUDDY. I think a good starting point probably would be some place sometime in August of 1944, when the first petition was filed by local 1421, at which we intervened. I think that is the first petition that led up to the subsequent events.

Mr. McCANN. What do you think of that?

Mr. COBB. So far as I know that is right.

Mr. McCANN. Mr. Chairman, I think that is rather essential, to get the action of all the Government agencies having jurisdiction over these matters.

Mr. KEARNS. Then I want to ascertain whether or not there is any construction work in the State of California being held up because of any jurisdictional disputes where the carpenters are employed.

Mr. McCANN. I should think Mr. Cambiano could answer that.

Mr. CAMBIANO. The only—we have no construction jobs tied up in the State of California, other than right here in the motion-picture industry.

Mr. KEARNS. That is the only place?

Mr. CAMBIANO. That is the only place.

Mr. KEARNS. That is all I want to know.

Mr. CAMBIANO. That is right.

Mr. McCANN. Mr. Cobb, that completes our examination of Mr. Cambiano. Do you have another witness?

Mr. COBB. Yes; Mr. Mackay.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MACKAY. I do.

TESTIMONY OF ANDREW MACKAY, CARPENTER, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name, your address, and your telephone number for the committee.

Mr. MACKAY. Andrew Mackay. 8926 Baring Cross Street, Los Angeles.

Mr. McCANN. Your telephone number?

Mr. MACKAY. Pleasant 1-0752.

Mr. McCANN. By whom are you employed, or were you employed on September 23, 1946?

Mr. MACKAY. Metro-Goldwyn-Mayer.

Mr. McCANN. And prior thereto by whom were you employed?

Mr. MACKAY. Metro-Goldwyn-Mayer.

Mr. McCANN. How long were you so employed?

Mr. MACKAY. Twenty-four years. In fact, before Metro-Goldwyn-Mayer came into existence; a year before that.

Mr. McCANN. What was your position and the character of your work there?

Mr. MACKAY. Carpenter.

Mr. McCANN. You did carpentry work there during all those years?

Mr. MACKAY. Carpenter always.

Mr. McCANN. Did you have any carpenters working under you, and if so, approximately how many?

Mr. MACKAY. No; just a journeyman carpenter there.

Mr. McCANN. Please state in your own language what happened on about September 23 and anything that happened prior or subsequent to said date pertaining to the lock-out of carpenters.

Mr. MACKAY. Well, I went to the studio at the usual time, about 20 minutes to 12 on the morning of September 23. I worked from 12 to 6, the afternoon shift.

I happened to go through the office, which is customary with us, the office is close to the bench I work at; I go in one door and out the other door.

I noticed two trays, one of them contained checks and the other contained checks. Like all Scotchmen, I was curious. I looked through the checks and I found my check was there, so I went in there and before 12 o'clock I wasn't assigned to any job, as usual. But when the whistle blew we were ordered to line up and get our checks. That was between 70 and 100 people that were there, from other departments, as well.

Mr. McCANN. Let me get that straight. What time did you report to work?

Mr. MACKAY. I run in about 25 minutes to 12 o'clock.

Mr. McCANN. You got in there about 25 minutes to 12?

Mr. MACKAY. Yes.

Mr. McCANN. When you saw that money, as a Scotchman, did you stop for 25 minutes and look at it?

Mr. MACKAY. No. I went in and saw my check was there.

Mr. McCANN. You went on about—

Mr. MACKAY. I went on outside, picked my working card out of the rack and signed it, and went outside expecting the foreman to pick it up and assign me to a job. No such a thing happened.

Mr. McCANN. Was that your regular day to receive your compensation?

Mr. MACKAY. No, my regular day was on Thursday.

Mr. McCANN. What day was this you received it?

Mr. MACKAY. Monday.

Mr. McCANN. Now, just a minute. Let's go back. Now, you didn't get any assignment then for that 25 minutes, is that it?

Mr. MACKAY. Yes.

Mr. McCANN. How long did you stay there?

Mr. MACKAY. I stayed there until the whistle blew.

Mr. McCANN. At noon?

Mr. MACKAY. At noon. That is the regular time I start to work.

Mr. McCANN. Then what did you do?

Mr. MACKAY. We were ordered to line up for our pay.

Mr. McCANN. Ordered to line up for your pay?

Mr. MACKAY. Yes.

Mr. McCANN. And how many of them were there?

Mr. MACKAY. Well, between seventy and a hundred.

Mr. McCANN. Now, were you a full-time employee who had been on the pay roll by the week for 24 years?

Mr. MACKAY. Yes; I have been practically working steady there for 24 years.

Mr. McCANN. I mean by that, were you actually a week-to-week employee, or were you a day-by-day employee?

Mr. MACKAY. Well, you know, when you get into that employment you may be permanently there or you may be canned 5 minutes after you are hired; you never know.

I have been there from day to day and week to week and year to year for a period of 24 years and a little more.

Mr. McCANN. That is what I wanted. I wanted to be sure you weren't there on a basis of a day-to-day for 24 years.

Who gave the order to pick up your checks?

Mr. MACKAY. Well, I couldn't say. I just heard the voice cry—there was quite a crowd there—"Line up, boys, and get your checks; get paid."

Mr. McCANN. You weren't asked to do a job on some set?

Mr. MACKAY. No.

Mr. McCANN. Some set that was hot?

Mr. MACKAY. No.

Mr. McCANN. You weren't taken from the regular work you did and sent to some other work?

Mr. MACKAY. No.

Mr. McCANN. You were just told to line up and get your check?

Mr. MACKAY. That is right.

Mr. McCANN. And then what did they tell you to do?

Mr. MACKAY. They gave me my check, full week's check, plus \$1.11 for the time I spent there after 12 o'clock, until I picked the check up, and my tool pass which you get for taking your tools out. And when I looked at my tool pass, I noticed it was dated the 19th. That was the previous Thursday. On the 19th it was scored out and it was marked above that the 23d. So I didn't take my tools out. I kept the pass, because I thought there was something doing.

Well, I discovered that on the 19th that the mill was loaded with so-called hot sets, and that—

Mr. McCANN. You didn't take your tools out then?

Mr. MACKAY. No; I didn't take my tools out.

Mr. McCANN. That pass was to allow you to take your tools out?

Mr. MACKAY. To take my tools through the gate.

Mr. McCANN. Why didn't you take them through?

Mr. MACKAY. Because when I looked at the two dates, I thought there was something phony about it.

Mr. McCANN. You didn't think it meant what it said, because it had the 19th on it and then it had the 23d on it?

Mr. MACKAY. Yes.

Mr. McCANN. So you left your tools there?

Mr. MACKAY. Yes.

Mr. McCANN. Have you got them yet?

Mr. MACKAY. Yes; I got them out.

Mr. McCANN. Have you the pass you had?

Mr. MACKAY. No. I think it is in Eric's possession, or Mr. Cobb's.

Mr. McCANN. Now, what are you holding in your hand?

Mr. MACKAY. This isn't the tool pass. This is a Paramount Pictures' check receipt. I wish it was mine; 125 bucks, nothing to sneer at.

Mr. McCANN. Well, we will let that go, Mr. Chairman. When we get the pass, I want you to identify it, so it may be made a part of the record.

Mr. MACKAY. When we were waiting in line there in front of the office door to pick up our checks after we got the orders, Mr. William Walsh was standing at the end of the bench there, about 10 feet away, and he was talking to some people. I heard him make the remark, "You will never collect a damn dime of insurance. We have that fixed."

Mr. McCANN. I didn't get that. Say it over again. "You will never collect another dime" for what?

Mr. MACKAY. "You will never collect a dime of that unemployment insurance. We have got that fixed."

Mr. McCANN. You are referring to State unemployment insurance?

Mr. MACKAY. Yes.

Mr. McCANN. Now, what else did you hear? Who is Walsh?

Mr. MACKAY. He is the labor relations man in M-G-M.

Mr. McCANN. Is he present?

Mr. MACKAY. I couldn't say.

Mr. CASEY. No.

Mr. MACKAY. I don't see him.

Mr. McCANN. I would like for Mr. Walsh to come down and answer a question or two, if you will have him do so.

Mr. PRICE. Yes.

Mr. McCANN. What else did you hear, if anything?

Mr. MACKAY. That is all I heard at that time. I found out that was quite true. I made application for my unemployment and it was denied me on the grounds of labor trouble.

So I made an appeal to Mr. Rafferty. There was about over a thousand appeals there made. I made that statement in front of Mr. Rafferty down at Eleventh and Flower. And there were four or five witnesses corroborated it. But Mr. Walsh, with a shrug of the shoulders, threw out all of that.

Mr. McCANN. That Scotch oatmeal you folks ate when you were little certainly does leave a burr.

Is there anything else from him, sir?

Mr. LUDDY. Here.

Mr. McCANN. This question is by Mr. Luddy. You know certain sets had been declared hot by your union, did you not?

Mr. MACKAY. Well, at that time I didn't know anything about hot sets. I worked in the mill practically all the time. You know, when I go to work I go to work. I don't listen to anything that is going on around. In other words, I don't snoop around. I get a job and I finish it.

Mr. McCANN. Another Scotch characteristic. Would you have worked on such hot sets had you been ordered by your superior to do so?

Mr. MACKAY. Counsel, that is a highly hypothetical question, and I don't think it should be asked.

Mr. McCANN. I am in thorough accord with you.

Mr. MACKAY. I will answer it like this: My mind isn't static. It is very flexible. I make a decision when I reach an object. In other words, I don't cross a bridge until I come to it.

Mr. McCANN. You didn't get to that bridge?

Mr. MACKAY. I didn't get to that bridge.

Mr. McCANN. You are excused, sir.

Mr. COBB. Mr. Harry Beal.

Mr. McCANN. Could we have a 5-minute recess, Mr. Chairman?

Mr. KEARNS. All right.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BEAL. I do.

TESTIMONY OF HARRY BEAL, CARPENTER FOREMAN, COLUMBIA STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Will you state your name and your address?

Mr. BEAL. Harry Beal, 5828 Willoughby Avenue, Hollywood.

Mr. McCANN. Your telephone number?

Mr. BEAL. Granite 5058.

Mr. McCANN. By whom were you employed on September 23, 1946, and prior thereto.

Mr. BEAL. Well, I was employed by the Columbia Studios Corp. I was one of the first foremen and constructed one of the first sets for Columbia Studios in 1926. Since that time I have lost approximately 5 years, up to the present time. In other words, my work has been continuous more or less at Columbia Studios in the capacity of one-time superintendent and later as foreman, and at that particular time on the 23d I was general construction foreman under the assistant foreman, Art Schwartz, who was under John Roach, superintendent.

Mr. McCANN. How long had you held that position, sir?

Mr. BEAL. Approximately 3 years as general foreman. Before that I was foreman.

Mr. McCANN. In other words, you were then a full-time employee, not a part-time employee?

Mr. BEAL. No; I couldn't say I was a full-time employee, because I was paid by the hour. The superintendent is paid a salary, and a general foreman is paid by the hour at the rate of \$2.68½ per hour.

Mr. McCANN. And you were paid by the hour?

Mr. BEAL. Yes.

Mr. McCANN. How long were you a foreman before you became a general foreman?

Mr. BEAL. Before that?

Mr. McCANN. Yes.

Mr. BEAL. Oh, I think I was at Columbia—I am just presuming, it was around about 4 years, and before that—

Mr. McCANN. Did you work every week during that time?

Mr. BEAL. Every week.

Mr. McCANN. What did you earn in that position, sir, a week?

Mr. BEAL. Well, I averaged \$150 per week; not less.

Mr. McCANN. You averaged \$150 per week?

Mr. BEAL. Yes. I averaged more than the assistant superintendent.

Mr. McCANN. You had averaged that in this particular job for approximately 4 years?

Mr. BEAL. Yes.

Mr. McCANN. Now, what were your duties on September 23, 1946?

Mr. BEAL. I was general foreman at the Sunset lot, which is another small studio in connection with Columbia, at the corner of Sunset and Landon Place, which is about a mile and a half from the main lot.

There was a location set came up at MacArthur's Ranch, Malibu Lake. Inasmuch as there wasn't any work in the construction of sets at the Sunset lot, they thought it a good idea to let me take over the exterior construction work, which I did.

That was at MacArthur's Ranch, about 6 miles beyond Malibu. I had with me about 14 carpenters on the construction of a church for the picture called Glencoe.

We worked out there about 3 weeks. And I remember—I might say I have a picture of the church there, if it is of any interest.

On the 23d, John Roach dispatched a man, a chauffeur out to the set with a letter, a letter from John Roach to Harry Beal, instructing me to see that all my men came in that night, together with their tools; taking all their belongings back to the main lot. And also to see that the painters came in.

There was around, I think there was around five or six painters. In other words, the painters and the carpenters all went in in a body on the truck, taking all their possessions. The laborers, of course, stayed there with what they had on the job.

So when I got back to the studio—I might say, incidentally, the chauffeur, he says, "Well, it looks like you boys are at the end of the rope. I think the whole bunch of you are going to be fired tonight." That is the remark he passed.

Mr. McCANN. The chauffeur that took you back to the studio?

Mr. BEAL. No; the one that brought out the message.

Mr. McCANN. The one that brought out the message says, "It looks like you boys are at the end of your rope?"

Mr. BEAL. That is right.

Mr. McCANN. "And that you are going to be fired?"

Mr. BEAL. That was the first hunch that I got that there was anything in the wind at all.

Mr. McCANN. Were you through with the job on the church at the time you got this message?

Mr. BEAL. No, sir.

Mr. McCANN. How much more work was there to be done at the church?

Mr. BEAL. Well, there was about 3 days' work to be done at the church.

Mr. McCANN. For the carpenters?

Mr. BEAL. For the carpenters.

Mr. McCANN. All right. Now continue.

Mr. BEAL. And on the Wednesday previous—no, I am getting ahead of my story here. On Saturday night, when we got in there, that was the 21st, when we got in there with our tools, the 21st, was when we were ordered to bring our tools into the studio. John Roche, he told me; he says, "Well," he says, "better have your boys come into the studio on Monday, the main lot." So, inasmuch as it was around about 14, it wouldn't be good policy to bring them all in on the first shift, so they divided them up between 2 shifts, so many in the morning and so many in the afternoon, and as soon as I got the men there, because the chief gave the instructions from that time on, I don't know what happened, other than the men didn't come back any more; they were talked to or they had their instructions not to come back. I didn't know what it was all about; they didn't say to me. Mr. Roche, he says, "Harry," he says, "you go back to the Sunset lot Monday morning." He says, "You know, these boys are going to be canned," and he says, "I will try to keep you on."

Mr. McCANN. That is what Roche said to you?

Mr. BEAL. Yes. So I went back to the Sunset lot Monday morning and at 7 o'clock—and of course there was no set erectors up around there at that time, they were right up against it, there was nothing to do in regard to the sets, that there was some maintenance work.

Now, you understand that when I left the Sunset studio to go on location, a man by the name of Lehman was foreman there, and he had five men under him doing maintenance work, fixing roofs, and so forth. This didn't come to my attention until Monday morning when I went over to the Sunset lot. So I wandered around with nothing to do. There was a phone call came at 7:30 from Mr. Roche, requesting that I return back to the main lot and send a car over there immediately, and to bring all carpenters over there and see that their tools came with them. However, there was just one man, and he was a machine man, he didn't do any carpenter work at all in the studios, so he had nothing to do with the sets at all, just in that jurisdictional work in the mill, and to see that the painters came over also. So there were two painters, one carpenter, and myself; we went back to the studio, the main studio, and I went in the mill and I says, "Hello, John."

So he started from the mill office across the floor and says, "Well, got some work over here for you to do."

I says, "Sure," I says, "that is O. K." I says, "Where is the men?"

He says, "No men. I will give you a check."

So we waited there for our check about a half an hour. O. K., about 8:30 they handed me my check and a pass-out, tools. I got that in my pocket. It is pretty well wore out. I am afraid it is going to get wore out before I get called back.

Mr. McCANN. Let's see that, sir. I wish you would go back to the stand and tell me what that is—that little slip of paper.

Mr. BEAL. This is given to our men on the job when there isn't any work and it is expected that they will call you back in a day or so. That is what this means.

Mr. McCANN. How long has it been since you had one of those things before?

Mr. BEAL. Never, never had one before.

Mr. McCANN. In the twenty-odd years that you had worked there?

Mr. BEAL. That is right.

Mr. McCANN. And did that enable you to take your tools home with you?

Mr. BEAL. Yes.

Mr. McCANN. That was also a pass for your tools?

Mr. BEAL. Inasmuch as I didn't have any tools, of course, I didn't use tools on my job.

Mr. McCANN. I wish that you would let me have that. I want to introduce it in the record. I will read it.

Mr. BEAL. There is one more little statement that I wanted to make, and that was the Wednesday previous to the 23d—

Mr. McCANN. Just a moment, please, sir. This is, apparently, form CIOH—I don't know whether that is right—and printed on there is, "Off till called, date September 23, 1946, pass H. Beal with tools." Signed, "Roche," I imagine.

Mr. BEAL. John Roche.

Mr. McCANN. Now, you can have it back, sir.

Will you tell me about what happened the Wednesday before?

Mr. BEAL. The previous assistant superintendent, Arthur Schwartz, came out onto the job with a big roll of blueprints, and he says, "Harry," he says, "here we have got another big job. We have a castle

to set up out at the Lead Ranch near Chatsworth. I want you to estimate the amount of materials necessary to construct this job and give it to me." He says, "We will have the stuff shipped out there and we will go ahead on it, start going on it Monday morning." Which I did. I made out the estimate and handed it to Schwartz, and he saw that the material was out, not all of the material but part of the material, but it was all ready enough to go ahead with on the Monday morning.

Saturday morning, Leslie Thomas, together with Schwartz, took me over there on Saturday morning, that was the 21st.

Mr. McCANN. That was the day they pulled you off the first job?

Mr. BEAL. That was the afternoon, yes. They pulled us off in the afternoon, yes; but in the morning they took me over to the other job. And they gave me the points and the location of the set, pointed out the material that had just arrived, and we discussed the plans in general in regards to the construction of the job. I presume it would have taken about 36 men about $3\frac{1}{2}$ to 4 weeks to put up that job, so you see I didn't have any inkling of the matter, I was just as—I was in my glory to progress.

Mr. McCANN. Have you done any work through all these years, any carpenter work except the work in the studios?

Mr. BEAL. Well, no; just doing a little work around the house.

Mr. McCANN. Have you been employed since you were pulled off on the 23d day of September?

Mr. BEAL. Yes; I have.

Mr. McCANN. What work have you done since?

Mr. BEAL. I have worked for a man by the name of Friskin at the Columbia Studios. He is production manager at the Columbia Studios.

Mr. McCANN. And what did you do for him?

Mr. BEAL. Well, I have been working out there at—oh, out at the club on Sunset Boulevard, 8477 Sunset Boulevard.

Mr. McCANN. But that is not working for the studio that you had worked for, at all?

Mr. BEAL. No; I have been on vacation.

Mr. McCANN. In other words, this is private work that you have secured since you were laid off?

Mr. BEAL. Yes. I was off for a couple of months, and I applied for my unemployment insurance down there.

Mr. McCANN. Did they turn you down?

Mr. BEAL. Turned me down. I went down here on Olive Street, I think it is 1100. He says, "Well, you got a pretty good case, you better come back again," so they are going to call me back one of these days.

Mr. McCANN. Have you anything else that you wanted to tell? Some plans that you were talking about; did you have some plans that I cut you off on?

Mr. BEAL. Well, I was going to say something, but I forgot what it was.

Mr. McCANN. I believe you said you were deeply interested in your work and found it intensely satisfactory.

Mr. BEAL. Yes; I think back in the studio.

Mr. McCANN. Would you like to go back there now at your old work?

Mr. BEAL. Well, I will tell you, my heart is in that work. I have been in it all my life, and I don't know anything else but the work, and I am an expert at it, that is the way I feel. I don't believe I could have held such positions as I have if I had not been tiptop and knew all the short cuts.

Mr. McCANN. You had no knowledge at all that this was going to happen to you until it did happen?

Mr. BEAL. Absolutely not, because, you know, there has been talk about if you don't belong to something around the studios, but the outside work is clear and simple, it has always been ours, it has been ours in most of the agreements they have had on the lots.

Mr. McCANN. Who is doing that work now?

Mr. BEAL. Well, when I got back to that job it was 2 days later, there were men called set erectors that done that work. In my experience I never heard of such a thing as a set erector until 1946. We have always done carpenter work, and I know nothing else but carpenter work, but using my tools, that is the usual work. These men are not carpenters, I can state that, because I have had those men under me at the Sunset lot. When you give them plans, I have to discuss the plans and bring the foreman back several times to show him with reference to it and he has not completed his work properly and the men, it is pitiful, that is all there is to it. It takes three or four of these men to do one man's work, and it isn't half done.

Mr. McCANN. Any questions, gentlemen?

Mr. LUDDY. No.

Mr. McCANN. Any questions, Mr. Cobb?

That is all, sir.

Next witness.

Mr. KEARNS. What is your name?

Mr. KIERSTEAD. John L. Kierstead.

Mr. KEARNS. Do you solemnly swear the testimony that you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. KIERSTEAD. I do.

TESTIMONY OF JOHN L. KIERSTEAD, CARPENTER, RKO-PATHE STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name, your address, and your telephone number.

Mr. KIERSTEAD. I have a little larynx condition and I hope you will bear with me.

My name is John Lindsey Kierstead. They call me Jack.

Mr. McCANN. Do you have a home?

Mr. KIERSTEAD. Yes, sir.

Mr. McCANN. Proceed.

Mr. KIERSTEAD. 127 West Fifty-eighth Place, Los Angeles 3.

Mr. McCANN. California.

Mr. KIERSTEAD. Adams 1-1039.

Mr. McCANN. Where were you employed on the 23d of September 1946?

Mr. KIERSTEAD. I was employed at a Culver City studio, known as the RKO-Pathe, which is a part of the RKO studio.

Mr. McCANN. How long have you been employed there?

Mr. KIERSTEAD. At this particular time I was employed there between 12 and 14 years, off and on, but mostly 8 years constantly.

Mr. McCANN. What were your duties there?

Mr. KIERSTEAD. Well, I was registered as a carpenter, but I have been a foreman previous, and I also acted as lay-out man and foreman at the RKO-Pathe studio intermittently.

Mr. McCANN. Did you say you have been employed steadily at RKO for the last 8 years?

Mr. KIERSTEAD. Yes, sir.

Mr. McCANN. How many years have you worked at the studio altogether?

Mr. KIERSTEAD. 28 years in the show business.

Mr. McCANN. 28 years?

Mr. KIERSTEAD. Yes, sir. I came out here with Mr. D. W. Griffith from New York City.

Mr. McCANN. Please state of your own knowledge what happened on or about September 23.

Mr. KIERSTEAD. Just freely?

Mr. McCANN. Well, you know, profanity is not allowed.

Mr. KIERSTEAD. Well, sir, we were working at a place known as the 40 Acres. This is a location adjacent to the studio, within half a mile. We were on a street scene there, a large one. We had plenty of work. So on this morning of September 23, which was on a Monday morning, this thing happened. But previous to this day they let off all the men that were working from other locals on a Saturday evening, and included about 80 men that were dismissed. I had an opportunity to hear little rumors around, so Monday morning came and I came to the lot a little before 6 o'clock, and here was my superior, Mr. Clyde Dobel, along with a large bus. So Clyde says to me, he says, "Well, Jack, I guess this is the time." I says, "Well, I guess so." I had already known rumors around, what was going on, from the conversations in the timekeeper's office the week before.

So he says, "Well, wait around," he says, "will you, Jack, and we will see what happens."

So 6 o'clock came and he says—well, at first he gave me the order, this is the superintendent of construction at the studio, Mr. Clyde Dobel—so he says, "Jack, you better tell some of the boys to get their things together and we will put them in the bus and fill it up and we will go on in the studio to work."

I said, "That is swell." I knew where we were going.

So we arrived at the studio. This first bus is a large bus, a 30-passenger bus, and we get into it and it takes us to the studio, tools and all. In the meantime, our cars are at the 40 Acres, we are not parking at the studio, we are parking out at the 40 Acres, so we left our cars there, and we go to the lot and we go down to stage 14 and they unload us, tools, baggage, and everything.

So we waited there. Shortly afterward another bus load of men came. They got there and they waited and then another bus load. So then Mr. Noble appears on the lot and he gives the orders. He says, "Well, boys, here is the work we have on stage 14," so previously we had all been in there looking it over, the stage was filled with sets, the walls were up and the trim was on everywhere and the material was on the floors and the plan was there. There was nobody there.

but us. These so-called set erectors had left, and we assumed that they were doing this work that was standing there that I had previously mentioned. There were doors hung, there were picture moldings up, in general the rough construction of the rough finish of the set was started. So then Mr. Noble gives his orders, he says, "Well, boys, there is the work. Three or four go into this room, three or four go into this room, and Jack, you take seven or eight men over in this room."

I says, "Well, what do you want us to do?"

He says, "Well, we want you to go ahead and finish these sets."

I says, "Well," I says, "Clyde, in my understanding these sets are not in order, they are not regular, and you know that."

"Well," he says, "that is my orders, Jack."

Well then I said, "You mean to say that you want us to take over on this work?" I says, "Well, Clyde, I personally will have to refuse." So they started from there and we had big pow-wows. Every man refused to take over. Well, we had one argument after another, and poor Clyde, he is a nice sort of fellow, he don't like to get into any arguments, so I discussed with him, at one side, and told him, I says, "Why don't you call Mr. Barry, Clyde, Harold Barry?" He is the general superintendent of all the operations of the RKO studio. So pretty soon Mr. Barry arrives on the scene, and of course you know he knew what was going on. His face was all red and he was excited, and down there between two stages, you know, on both sides, with about 80 men, I guess he kind of got worried, so we argued around the job was irregular, the work was, in other words, the term we used here was "hot," it was done by people that were not supposed to do it in the first place, these replacements, in other words. I told him, I says to Mr. Barry, I says, "Mr. Barry," I says, "why did you take us from a perfectly good job, we have 3 weeks work on this set, on this street scene, there is no set erector in the place there, it is just all 100 percent our job, why did you take us to this studio and ask us to work on a job that is irregular? Now, you knew the conditions we were supposed to work under." I says, "You know the set-up. Why did you do that? Why don't you send us back to the 40 Acres?"

He says, "I can't do it."

I says, "Well, why can't you do it?" I says, "What reason?"

"Well," he says, "Oh, the reason is this, I want you to work on this stage 14, and that is it."

"Well," I says, "I am sorry, but," I says "we cannot do it."

Mr. McCANN. That was obviously a subterfuge to fire you.

Mr. KIERSTEAD. That is right, sir.

Mr. McCANN. Well, there can't be any doubt about it.

Mr. KIERSTEAD. So then—may I continue?

Mr. McCANN. Continue.

Mr. KIERSTEAD. So then we had an argument back and forth and we called our business agent, the steward, the steward did, that is Mr. Skelton, was at the time, and before he had ever gotten there I brought up the fact, I says, "Well, all right, what do you want us to do?"

"Well," he says, "you will have to leave the lot".

I says, "I wish you would give me a dismissal slip to that effect with your name attached to it and I want your signature on it".

So we argued pro and con there, so finally Mr. Skelton arrives and then they had a discussion in the office, so I didn't happen to be in on it at the time, but later I found out that they had the discussion.

And he refused. Then he was willing to give us this dismissal slip with his name attached to it. Finally he reached the admission—so he says, "Well," he says, "you will have to leave the lot, boys."

I said, "We can't leave the lot here. We are still under the employ of RKO studios. So far as I am concerned I punched a card in here at 6 o'clock this morning and I intend to be paid for it.

"Well," he says, "this is up to the timekeeper." He says "We will give you your pay now".

"Well," I says, "all right". So we hung around there until 3:30 or better in the afternoon. And we still didn't have any pay.

I finally got my pay through the mail, my closing check and my week's check. And that was on a Monday morning.

So a day after this all happened—that evening before I left the manager—assistant manager to the lot, which is Mr. J. R. Krone, and Mr. Sol Linden, was his assistant, he said, "Jack," and he named the boys, he said, "Come back tomorrow morning." That was the 24th.

We came back on the 24th and there wasn't any cards in the rack.

Mr. McCANN. You were told to come back on the 24th?

Mr. KIERSTEAD. A verbal understanding with him. We would come back. Of course, we were keymen. I am a keyman there. I have been a keyman in the studio business many, many years; a lay-out man that makes out the lay-out for the rest of the boys to build. I have a substantiation of that fact by people in this audience.

Mr. McCANN. Have you worked since you were laid off?

Mr. KIERSTEAD. Not at the motion-picture business.

Mr. McCANN. Have you worked at anything else?

Mr. KIERSTEAD. Part-time work for friends and people I know. You wish me to continue?

Mr. McCANN. Yes, go ahead. I didn't mean to stop you.

Mr. KIERSTEAD. The 24th I come back. That is on a Tuesday. The racks are clear with cards; not a card.

I says to the chief of police, "Mr. Morrison—Maurie Morrison—what is wrong with the cards?" I says, "Now, I was instructed verbally to come back here".

He says, "Things will be adjusted and everything will be all right".

Well, there was no cards. The following morning was the 24th—25th. I come back again to report for work at 6 o'clock. There still was no cards.

On the 26th of that same week was when the picket line went on and I refused to go through the picket line. They could have had me in there in conference and they could have had me to work, but I wouldn't go through that picket line; when they promised my card to be there, it wasn't there.

So I, of course, this period of time between the 23d and the 25th I got to find out a lot of things about what was going on, so I arrived at the fact there was just a clear-cut piece of collusion. And I was set for a dismissal on a large scale.

And it was not only myself, but there are some mighty good men out on these bricks today. They have put in a lot of time in this motion-picture business.

Mr. McCANN. How many men were laid off among the carpenters?

Mr. KIERSTEAD. I will say conservatively between 55 and 60 men. I have all the names. I haven't got them with me. I have all the names.

Mr. McCANN. In your own plant?

Mr. KIERSTEAD. At this one particular place, from the 40 Acres.

Mr. McCANN. You mean men who weren't on any hot sets at all, 55 or 60 men were laid off from that place?

Mr. KIERSTEAD. That is right, correct.

Mr. McCANN. They were all brought in and asked to do this work on the hot sets and none of them would do it, and they were laid off?

Mr. KIERSTEAD. Yes, sir.

Mr. McCANN. Have you anything else to tell us?

Mr. KIERSTEAD. Well, nothing more than the general—as I say, they didn't pay me off right then. I got my pay check in the mail the following end of that week.

Mr. McCANN. Were you able to get unemployment insurance?

Mr. KIERSTEAD. No, sir; I was rejected. I have a rejection now that is pending—I have an appeal on it.

Mr. COBB. Let's have the next witness. Mr. Thomas Hill.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. HILL. I do.

TESTIMONY OF THOMAS W. HILL, CARPENTER, UNIVERSAL STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. HILL. I am Thomas W. Hill, 5539 Carthridge Street, North Hollywood.

Mr. McCANN. Your telephone number?

Mr. HILL. Sunset 2-8819.

Mr. McCANN. Where were you employed on September 23, 1946?

Mr. HILL. Universal Studios.

Mr. McCANN. How long have you been employed there?

Mr. HILL. I started at Universal in April in 1924.

Mr. McCANN. Had you been employed there continuously from that date until September 23, 1946?

Mr. HILL. No, sir. I was employed there whenever they had work from 1924 until 1930.

There were a few periods that there was a slack of work. I left the lot and went and worked on the outside. In 1930 Mr. Garber, who later became at Universal one of the head men there in supervision, and went over to RKO-Pathe.

He called me along with Mr. Morris Nelson, to come over there with him, as lay-out man.

So I went over there with them in '30. They stayed there approximately 8 months, and then the studio changed hands again.

Mr. Bill Langdon at Pathe, who was my foreman at the time over there, he took supervision. He made me his assistant or head carpenter foreman on the lot, which I stayed there approximately until 1933 with Mr. Langdon.

In 1933 it was pretty slack over there, so I went to RKO, the main lot over on Gower Street, I think it is. And I worked for Mr. De Lang, who was superintendent over there, who I had originally worked for at Universal.

Then I went back to Pathé and in 19—I think it was 1934, it was slack again, and they sent me over to Hal Roach's. Mr. Langdon loaned me out to Hal Roach's as a foreman, to work on the Babes of Toyland set.

While I was there, Johnny Shellberg, from Universal, called me up to come back to Universal. They had a big boat that I had worked on as a straw boss on outside of stage 12 previous to the time—previous to the time I was back there. I had been running men on this boat.

I went back over—Shellberg called me back. They were moving the boat to the back lot and putting it in what they called the Pollard Lake.

Shellberg called me back over to the studio, and I told him then, "I have a good job. I don't want to leave it." I says, "I would like some kind of a condition if I do, before I come back with you."

So he called me out there and Archie Hall, who is general manager at Universal, called me in his office. He says, "Tom, we are in a mess with this boat. You know what it is." He says, "I would like you to take a gang and put it up in the Pollard Lake."

I said, "Mr. Hall, it has been the practice here at this lot to take a man, a carpenter, advance him to a foreman, break him down without his knowing it, and let him run men for 2 or 3 days on carpenter's pay and doing foreman's work."

I says, "I don't want to work under that condition again. I will stay where I am at, first."

He says, "I will promise you, Tom, if you will come and do this job, that won't happen."

So I came back over to Universal. I worked for them, started in then in, I think it was, about '35 or '36. I don't recall just the time.

And I went to work for them then, and I have been on their pay roll ever since. I don't remember of any time being laid off from Universal.

Mr. McCANN. In other words, for approximately 13 years you have been on the same job, in the same studio, as what, a carpenter foreman?

Mr. HILL. Not on the same job.

Mr. McCANN. I mean in the same—

Mr. HILL. I been on the same lot at Universal.

Mr. McCANN. The same pay roll?

Mr. HILL. Yes.

Mr. McCANN. For 13 years?

Mr. HILL. That is approximately it.

Mr. McCANN. How old are you?

Mr. HILL. Fifty years old.

Mr. McCANN. And how many years altogether have you had in the studios?

Mr. HILL. Twenty-four.

Mr. McCANN. Now, what happened to you on the 23d of September, or thereabouts?

Mr. HILL. At the time—may I just make a few remarks there?

Mr. McCANN. Yes.

Mr. HILL. I have held a job as night superintendent at Universal from 1940 until 1944.

I asked to be removed from that job because I wanted to get on the day shift. My wife was crying about it at home, and I spent all the time I wanted on that job. I asked to be removed from it. I even had to insist to get off that job to the point where I told Mr. Dave Garber I would quit the studio if he didn't take me off from it.

Then they made me what they call a unit man. That is a man that—he is assigned by the construction superintendent to a picture. He is solely responsible for all construction on that picture, according to Mr. Al Richards. He must see that everything is done and that the picture is ready to shoot.

I held that position—the last picture I did for them was—well, I had two pictures at the last. I had Marie Montez' picture of Pirates of Monterey, and the Swell Guy. I was doing both of those pictures, about finished them, about 3 weeks before this lock-out came on.

I didn't have—they assigned me to another picture which was The Egg and I picture. Then Mr. Vince Leet, who was the construction foreman for maintenance work, was leaving the lot, retiring. I was offered that job.

I told Mr. Nelson that I didn't want that job, I was very happy with the job I was doing and I wanted to remain on it, if they were happy with me.

So he says, "All right, Tom, but," he says, "will you do us a favor? We are going to have to put another man on that job. Will you work along with him and show him what there is to do on it? Will you help until he gets acquainted with the job?"

So I says, "Certainly, I will."

So I was transferred over with this man on permit maintenance.

Now, during this time or just before this time, there were five unit men on the lot. We had—I had talked with Mr. Murphy, who was general manager of the studio. When we came back, we were kind of orphans because I don't know if we were a foreman or what we were. We were classified as unit men.

I talked to Mr. Murphy and I says, "I don't know if I belong in the category of a carpenter foreman, or what."

"Well," he says, "Tom," he says, "you just go and do the work that is assigned to you and you will be taken care of here."

I says, "I don't know if I should have been out on this—respected the picket line the first time or if I should have been out with the boys, or what, because" I says, "I supposed I was in management and I don't know."

Nothing had ever been done about it. I was a flat-salaried man, drawing \$165.25 a week, at the time I was locked out. But I went along with Perry on this maintenance work.

The morning I was locked out I came in and Perry says—I left a little early the night before. When I came in, Perry says, "We have a job to do." He says, "They want to make a new storage place for process screens." He says, "Mr. Nelson and I were out last night and we went over the situation. We found two places." He says, "Now, I would—we want to find out which one to use."

So with Mr. Nelson's instructions, I went with Perry and we went over them and came back in and had picked one out to use, and went into Mr. Nelson's office and decided on which one to do.

Nelson says to me, "Go estimate that so we can turn in a report on it and see which one we are going to use."

I went back in the office and we broke down an estimate on it and had it all ready when Mr. McCausland walked into the office. They were laying men off outside all the time. I didn't get into it. I don't know what the trouble was. I know what it was, but I had nothing to do with it because I figured it was none of my business.

I had talked to Jim Skelton, my business representative of 946, and he told me that as long as I didn't do any carpenter work, it was none of his business, because he had nothing to say as long as I tended to my own job.

In the meantime, us five men had had a meeting, us five unit men had had a meeting between ourselves, and we had decided in that meeting that we would have nothing to do with this lock-out, and that we would stay there until we were fired.

Mr. McCANN. All five of you were carpenters?

Mr. HILL. No, we were unit men.

Mr. McCANN. I mean, you were members of local 946?

Mr. HILL. That is right.

Mr. McCANN. You were unit men but you were members of the local on strike or lock-out?

Mr. HILL. That is right. So about 10:30 Mr. McCausland with Don DeLuca came into our office. We were still figuring on this estimate, and he called the other boys into our office. We had an office together, the five of us or six of us.

He called the rest of the boys in there and he says—Mr. DeLuca says to us, he says, "You boys put on your overalls and go over on stage 16 and finish that set."

I didn't know what set he was talking about because I had never been over there on it, that I remembered.

Mr. McCANN. You hadn't done any of that work for a long time?

Mr. HILL. No, sir.

Mr. McCANN. How long?

Mr. HILL. Thirteen years I hadn't done a bit of it.

Mr. McCANN. Go ahead.

Mr. HILL. I says, "Mr. DeLuca, I question your right to make a carpenter out of me in the middle of a shift like this." I says, "I wish you would find out about that."

Mr. McCANN. What is his name again?

Mr. HILL. Don DeLuca.

Mr. McCANN. Will you have Mr. Don DeLuca in tomorrow?

Mr. PRICE. I will see if I can find him.

Mr. HILL. May I say Mr. Don DeLuca will be here tomorrow morning. It has already been arranged. I want his testimony, too.

Mr. McCANN. Fine.

Mr. HILL. He and Mr. McCausland went out in the other room and came back in. I don't recall for sure, I am not going to make the statement, which one of them it was said to me, "We do not have the right to make a carpenter out of you in the middle of the shift, but you are still going to be fired."

I was handed what they call a tool pass, which, by the way, this unemployment group took and I have never had it returned to me.

Mr. McCANN. You got a tool pass, too, although you hadn't worked with tools for 13 years?

Mr. HILL. I got a tool pass, too; I got a tool pass, too. And so he says, "Here is your tool pass. We will have your checks for you immediately."

About 15 minutes he returned with our checks.

He says—I says, "Do you want us to finish the day?" to Mr. McCausland. That is the labor relations man.

He says, "No, we want you off the lot as soon as possible. We will pay you for the day, but get off the lot as soon as possible."

So I got my hat and coat and what few brains I had, and took them off the lot as soon as I could get off.

I haven't worked only to build myself—I had to sell my larger home and build myself a smaller place to keep going. I am now living in a smaller place. I haven't worked other than that since I have been off on strike.

I understand from my business representative or union that I belong to that there is over 500 men in the same condition today.

Mr. McCANN. Well, Mr. Chairman, it begins to look like a pattern to me.

That is all. You haven't had any unemployment insurance?

Mr. HILL. No.

Mr. McCANN. Next witness, please.

Mr. HILL. May I have one more statement?

Mr. McCANN. Yes, sir.

Mr. HILL. When they called me down to the unemployment for the referee, for my unemployment, I was sitting there in a chair. I gave my statement as to what happened.

The man I took to be the referee of this business turned to one of the studio lawyers, or one of the lawyers who was listening in on this thing, and he says, "This looks to me as though this man's case is discrimination. What are you going to do about it?"

The gentleman says, "We are not going to take any individual." He says, "We are going to hear all cases and then," he says, "We will act from there." That is all I have to say.

Mr. COBB. Mr. Jensen.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. JENSEN. I do, sir.

TESTIMONY OF JAMES JENSEN, FORMER ASSISTANT SUPERINTENDENT, TWENTIETH CENTURY-FOX STUDIOS

Mr. McCANN. Please state your name and your address.

Mr. JENSEN. My name is James Jensen. 1317 Linden Avenue, Glendale 1, Calif.

Mr. McCANN. What is your telephone number?

Mr. JENSEN. Citrus 2-5864.

Mr. McCANN. How long have you been employed in the motion-picture industry, sir?

Mr. JENSEN. About 38 years.

Mr. McCANN. Just a young fellow, aren't you?

Mr. JENSEN. Yes, sir.

Mr. McCANN. When did you start in, and with whom?

Mr. JENSEN. I started in 1909 with the Kalem Co. in Glendale, Calif., when Carlyle Blackwell and Alice Joyce were the stars.

Mr. McCANN. By whom were you employed on the 23d of September 1946?

Mr. JENSEN. Twentieth Century-Fox studios.

Mr. McCANN. And how long had you been employed by them?

Mr. JENSEN. About 28 years, except for about 5 months during 1927.

Mr. McCANN. And you were a regular employee, were you, paid by the week or month?

Mr. JENSEN. I was paid by the week, sir.

Mr. McCANN. What was your salary at the time you discontinued with them?

Mr. JENSEN. \$165.25, I believe, was the exact number.

Mr. McCANN. What was your position at the studio?

Mr. JENSEN. I was assistant superintendent to Mr. Ben Wurtzel at the Western Avenue studios.

Mr. McCANN. How long had it been since you did any carpentry work yourself?

Mr. JENSEN. About 25 years.

Mr. McCANN. What were your duties as assistant superintendent?

Mr. JENSEN. I had charge of all sets in construction, both outside and mill and stages.

Mr. McCANN. How long had you had charge of that?

Mr. JENSEN. About 7 years.

Mr. McCANN. All right. Tell us what happened on the 23d of September 1946, or thereabouts.

Mr. JENSEN. On the 23d—in fact, a few days before—I can't say the exact date—a couple of days before that I received a telephone call from my superior, from the main studio, Mr. Ben Wurtzel, to take a foreman and two or three men and send them down on the stage and work on a set, and if they refused to work, to fire them and send them off the lot. That is the exact words.

Mr. McCANN. Who told you that?

Mr. JENSEN. Mr. Ben Wurtzel. He is the general superintendent of Twentieth Century-Fox.

Mr. McCANN. I would like to have Mr. Ben Wurtzel tomorrow. Proceed.

Mr. JENSEN. I believe it was the 23d. I couldn't say the exact date. I believe it was on the 23d, we had constructed a small set in the mill. It had been transported to the stage by the grips and had been set up, I believe, on Monday.

I walked down on the stage, which was my business to do, to see that the set was completely finished. And I walked down and looked at it and I saw everything finished, and reported it to the paint department.

The next morning when I came back to work my mill foreman was sitting in my office, and said that Mr. Zukor, a clerk, had received orders from Mr. Ben Wurtzel to tell none of the boys to start working, they were laid off.

When I came in at 7 o'clock, that is the message given to me. They were supposed to be laid off. I said, "I do the laying off at the present time."

In the meantime I contacted my superior, Mr. Wurtzel, and he said, "Yes, there is a piece of base down on the stage, on the small set," he says, "I want you to take the boys down there and finish up that base."

That set, mind you, had been completed.

I think there was about, either about 12 or 14 men. I told the boys, "Well, boys, take your tools and go down on stage 1"—I believe it was at the time—"and complete the set." And, of course, they knew.

I says, "If you can't work on it, you know it has been declared hot by your local, there is nothing I can do but lay you boys off."

That is exactly what happened. The boys were laid off, and that was about 10:30 in the morning.

Mr. McCANN. Then how long did they wait to lay you off?

Mr. JENSEN. Sir, I was not laid off. I was—my own reason for being out is the fact I respected the picket lines, and another was they had fired all the boys that I had working for me, so that was the two reasons why I am out. I respected the picket line—I mean that is the second reason.

Mr. McCANN. When did they run the picket line?

Mr. JENSEN. I believe that was on a Thursday morning. That would be the 25th, I believe. And when I came to work that morning and saw the picket line, I refused to go in.

Mr. McCANN. I see. So you were not one who received a check?

Mr. JENSEN. No, sir; I was not.

Mr. McCANN. That is all, sir.

Any examination, gentlemen?

Mr. LUDDY. No.

Mr. McCANN. Any further questions, Mr. Chairman?

Mr. KEARNS. No.

Mr. COBB. Mr. Charles Albright.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. ALBRIGHT. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF CHARLES A. ALBRIGHT, CARPENTER, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. ALBRIGHT. Charles A. Albright, 3857 Wisconsin Street.

Mr. McCANN. What is your telephone number?

Mr. ALBRIGHT. Rochester 8225.

Mr. McCANN. By whom have you been employed and in what capacity prior to this lock-out or strike?

Mr. ALBRIGHT. Paramount Pictures and Hal Roach, as a journeyman carpenter.

Mr. McCANN. For how many years did you work at that business?

Mr. ALBRIGHT. Fourteen years.

Mr. McCANN. Where were you employed on the 23d of September 1946?

Mr. ALBRIGHT. Hal Roach Studios in Culver City.

Mr. McCANN. As a journeyman carpenter?

Mr. ALBRIGHT. Yes.

Mr. McCANN. Tell us what happened to you on that date.

Mr. ALBRIGHT. I was ordered by the superintendent, Mr. Art Djerf, at 7 o'clock; he selected eight men for me to take over and work on the particular pipe-organ set that was declared hot, you understand. And he says, "You know what this is all about just as well as I do." He says, "If the men won't work, there is no alternative but to fire you."

I went to these certain men that he picked out, and I told them the circumstances, and they all refused. And he said, "Stick around, and I will get your checks."

He makes the routine of another man or two and picks up a group of men and does the same thing with them.

Of course, we all just sat around and sat around and sat around and sat around until 10 o'clock that morning, when he came in and gave us our checks and told us to get off the lot.

Mr. McCANN. What was his name?

Mr. ALBRIGHT. Art Djerf.

Mr. McCANN. We would like to have Mr. Art Djerf.

Mr. PRICE. Yes.

Mr. McCANN. Does that cover your story, sir?

Mr. ALBRIGHT. Yes.

Mr. McCANN. Have you tried to get unemployment insurance?

Mr. ALBRIGHT. Yes, sir.

Mr. McCANN. You were unable to do so?

Mr. ALBRIGHT. That is right.

Mr. McCANN. I think that is all.

Mr. KEARNS. Are you married?

Mr. ALBRIGHT. No; my mother and I.

Mr. KEARNS. Do you have insurance? Do you carry insurance, life insurance?

Mr. ALBRIGHT. I carry the studio group insurance; that is all.

Mr. KEARNS. Is that carried on for you?

Mr. ALBRIGHT. No; it is not.

Mr. KEARNS. Now you carry no life insurance?

Mr. ALBRIGHT. I carry no life insurance.

Mr. KEARNS. All right.

Mr. PRICE. There is one question on that.

Mr. McCANN. Have you tendered your premiums on your group insurance?

Mr. ALBRIGHT. The insurance automatically drops when you leave the studio. That is taken out weekly out of your checks, pay checks. It can be changed. The policy can be changed over, as I understood it at the time, but the rate was pretty high, so I just passed it up, figuring I would go back to the studio to work shortly.

Mr. McCANN. You always figured you would be going back?

Mr. ALBRIGHT. Yes.

Mr. McCANN. You haven't tendered your premiums during the time you have been out of employment?

Mr. ALBRIGHT. No.

Mr. McCANN. What work have you done in the meantime?

Mr. ALBRIGHT. Very little. I have been treated by a doctor for ulcers of stomach.

Mr. McCANN. Any further questions, Mr. Chairman?

Mr. KEARNS. None here. That is all.

Mr. COBB. Mr. Thomas A. Morrissey.

Mr. KEARNS. You solemnly swear the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MORRISSEY. I do.

TESTIMONY OF THOMAS A. MORRISSEY, CARPENTER SUPERINTENDENT, TWENTIETH CENTURY-FOX STUDIO, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. MORRISSEY. Thomas A. Morrissey, 1108 Lomita Street, Hollywood.

Mr. McCANN. Your telephone number?

Mr. MORRISSEY. Sunset 2-1022.

Mr. McCANN. Where were you employed on the 23d of September 1946?

Mr. MORRISSEY. Twentieth Century-Fox, Beverly Hills.

Mr. McCANN. How long had you been employed there?

Mr. MORRISSEY. About 24 years.

Mr. McCANN. In what capacity were you employed on September 23?

Mr. MORRISSEY. I was the superintendent of carpenters on the lot.

Mr. McCANN. How long have you held that position?

Mr. MORRISSEY. For about 7 years.

Mr. McCANN. What was your compensation weekly?

Mr. MORRISSEY. \$197.

Mr. McCANN. And you had that kind of compensation for 7 years?

Mr. MORRISSEY. Well, it had been increased a little bit.

Mr. McCANN. It had been increased?

Mr. MORRISSEY. Yes; that was the last of it, 197.

Mr. McCANN. Tell us just what happened on September 23, 1946.

Mr. MORRISSEY. That was the day I fired all of my men.

Mr. McCANN. Well, you tell about it.

Mr. MORRISSEY. I was called early in the morning, Monday morning, to be in early. I generally got in around 7:30 or 8 o'clock, and the shift started at 6, so I was in there at 6 o'clock, and told to send my men out onto a stage, stage 15, onto a set, and I said, "Well, I don't think my men will work on it. It has been declared a 'hot set,' so that if they won't work on it, then what?"

He said, "Then, if your men won't work on it, then you will have to fire them."

Mr. McCANN. Who told you that?

Mr. MORRISSEY. That was told to me by my superior.

Mr. McCANN. Who is that?

Mr. MORRISSEY. Mr. Ben Wurtzel.

Mr. McCANN. We want Mr. Ben Wurtzel tomorrow.

Mr. PRICE. You already subpoenaed him.

Mr. MORRISSEY. I told him I didn't think the men would work on the stage, and if they wouldn't, then what?

He says, "Then you will have to fire them."

I said, "How about the checks? If I fire the men, they will have to have their checks." I was told not to worry about the checks, that they were already made out and that they would be paid for the time they worked in the morning before they were fired.

Then I raised my gang, I had about 197 men or something like that at that time, and I arranged them into gangs and with foreman to go out on the stage, and told them if they had any trouble up there to give me a call, I would be in my office, and the stewards were up there, we had a steward sitting on the stage for each gang, and as they went up I told the steward the same thing, and the steward told them this is a "hot set," you can't work on it, so the foreman called me and I went up there and asked what the trouble was and they says, "Well, we can't work on it, on the No. 15 stage."

I says, "Boys, if you can't work on it," I says, "I will have to lay you off, but wait around until you get your pay." And then I went out and had my clerk get all the details on the gang being laid off, and I sent a closed slip up to the time office and asked them to send me tool passes and that I would wait there on the stage.

Mr. McCANN. You waited there until the next group came in?

Mr. MORRISSEY. When that group had gone, another group came up there, and that procedure was carried out all that day and then the following day, I think it was the following day or the day after the maintenance men were sent down to me. Now, they were on a different pay roll entirely, and they had to be closed out of that pay roll and started on mine, and then I fired them.

Mr. McCANN. That happened with the maintenance men?

Mr. MORRISSEY. That happened with the maintenance men.

Mr. McCANN. Very interesting. Did you get hold of anybody else who were carpenters around there that were sent in for you to fire?

Mr. MORRISSEY. No; that was all.

Mr. McCANN. You remind me of the black sheep that leads the sheep down to slaughter down at the stockyards.

Mr. MORRISSEY. It seemed to me that way myself.

Mr. McCANN. What about you? Did they fire you then?

Mr. MORRISSEY. No, sir.

Mr. McCANN. Are you still working there?

Mr. MORRISSEY. No, sir.

Mr. McCANN. What happened to you then?

Mr. MORRISSEY. There was a picket line one morning when I went to work, and that is as far as I went.

Mr. McCANN. What have you been doing since then?

Mr. MORRISSEY. Nothing.

Mr. McCANN. Do you want to go back to work?

Mr. MORRISSEY. Yes, sir; \$197 looks awfully good.

Mr. McCANN. Have you had any compensation insurance?

Mr. MORRISSEY. No, sir.

Mr. McCANN. Have you tired to get it?

Mr. MORRISSEY. Yes, sir. I tried at the agency where I worked and I was turned down, and then I went up on appeal and I was turned down on that.

Mr. McCANN. That is all.

Mr. KEARNS. Who determined that was a "hot set"?

Mr. MORRISSEY. At that particular time all the set was declared hot when the erectors were working on it and doing work that the carpenters figured they should be doing.

Mr. KEARNS. When you say the carpenters figured, how do you know that they became familiar with the fact that they were assigned to the work? Was that done unbeknown to the carpenters or were you conscious of the fact?

Mr. MORRISSEY. No; we were all conscious of it, that they were doing it.

Mr. McCANN. When did you decide then to label that as a "hot set"?

Mr. MORRISSEY. Well, I had no decision on doing it. That was done by the local, the business agent of the local and the steward. They informed me that that was a "hot set."

Mr. KEARNS. But that doesn't mean that they were doing the telling of what was determined?

Mr. MORRISSEY. No, I don't think it was ever entered into that I know.

Mr. KEARNS. Do you have your own ideas?

Mr. MORRISSEY. Sure, we all have our own ideas.

Mr. KEARNS. Do you have your own ideas of what is a prop and what is not a prop?

Mr. MORRISSEY. Sure.

Mr. KEARNS. All right.

Mr. COBB. Mr. Bennett.

Mr. KEARNS. Mr. Cobb, it is quite obvious a lot of these cases are practically the same. I mean, the situation has established a pattern of what happened at that particular time. I wonder how many more witnesses you have.

Mr. COBB. It was our desire, Mr. Chairman, to show that this occurred at each major studio. We think it is important to show it in detail, for this reason: The Taft-Hartley bill gives the right of collective bargaining. It is not an open-shop bill. In section 8 the Taft-Hartley bill provides that a contract in existence shall be observed until its expiration. These men were all working under a contract of July 2, 1946.

Mr. KEARNS. To run until when?

Mr. COBB. To run to next July 1, 1948. On this fatal day when this pattern was used, it was in disregard of the existing contract and it was by conspiracy of these motion-picture companies. I am saying that for you, Mr. Chairman, and for the record, because it is my view that the conspiracy of the motion-picture companies to violate the contract which they acknowledge having made, which they acknowledge was then in existence, was not merely an attack upon the contract rights of these men, but constitutes an attack upon the Taft-Hartley bill and the rights it guarantees a workingman of America.

I want this record to show, Mr. Chairman, that I am personally in favor of the Taft-Hartley bill, that I personally believe that it protects the workingman as well as the management, and I want to say to the wide, wide world that if this conspiracy is permitted to deprive these men of their constitutional right to work under the contract that is respected by the Taft-Hartley bill, then, sir, your Taft-Hartley

bill will have been sabotaged and will not be worth the scrap of paper upon which it is written.

It is for that reason that I am here in full respect for this committee and in a reverential respect for the Congress of the United States and for the great men in its leadership. We have had no speaker of Congress in my time any better than the Hon. Joseph W. Martin. I say that as an independent Democrat in respect for a great Republican Speaker of the House of Representatives, and as long as God gives me strength to stand, no conspiracy is going to sabotage the law enacted by this Congress through sabotaging the right of these carpenters to work under their lawful collective bargaining contract of agreement.

I thank you, Mr. Chairman, for the privilege of making this statement for the record, and I trust through the press that the American people will learn these carpenters are here defending that law as well as defending their sacred right to work. Now, Mr. Chairman—

Mr. KEARNS. How many more witnesses do you have, Mr. Cobb?

Mr. COBB. Sir?

Mr. KEARNS. How many more witnesses of this type do you have?

Mr. COBB. I think the time we need to dispose of them will be over tomorrow. I would like to have every studio in black and white shown in this conspiracy to violate the law of our country.

Mr. PRICE. I think we can enter into a stipulation, Mr. Chairman. I am perfectly willing to stipulate, this has all been gone into at great length before the California Unemployment Commission. I think there is a short statement in their opinion, and I am willing to stipulate in the language in which it describes the transactions rather fully, and I am willing to stipulate to that. I believe I can work out a stipulation with Mr. Cobb.

Mr. COBB. If counsel will submit a stipulation, I will be happy to check it with counsel, and I have no desire to waste time.

Mr. KEARNS. No.

Mr. COBB. I just want the Congress, and I want the American people to know the conspiracy of these companies and the wrong they have done to these American citizens.

Mr. KEARNS. I appreciate that, Mr. Cobb. What I am trying to find out—

Mr. McCANN. Mr. Chairman, I was wondering if we should not let him try to do that during the evening. I think that our experience with Mr. Price indicates he is a very reasonable and conscientious counsel, and I wonder if he can do that after we close, and I suggest—

Mr. PRICE. I will be very happy to.

Mr. McCANN. I suggest that we close and let him work out a stipulation and save that much of the record.

Mr. KEARNS. We will convene at 10 a. m. tomorrow morning.

(Whereupon, at 3:58 p. m., the hearing in the above-entitled matter was adjourned to 10 a. m. on August 26, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

TUESDAY, AUGUST 26, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 10 a. m., in room 324, United States Post Office Building and Courthouse, Hon. Carroll D. Kearns (chairman of the subcommittee) presiding.

Also present: Laurence W. Beilenson, 321 South Beverly Drive, Beverly Hills, Calif., appearing for Screen Actors Guild.

Mr. KEARNS. The hearing will come to order, please.

Counsel, are you prepared with your witnesses?

Mr. McCANN. Mr. Chairman, I would like to have Mr. Ben Wurtzel take the stand.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. WURTZEL. I do.

TESTIMONY OF BENJAMIN WURTZEL, SUPERINTENDENT OF SET CONSTRUCTION, TWENTIETH CENTURY-FOX FILM CORP., LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. WURTZEL. Benjamin Wurtzel. 1546 South Shenandoah.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. WURTZEL. Twentieth Century-Fox Film, superintendent of set construction.

Mr. McCANN. How long have you been so employed?

Mr. WURTZEL. Since 1938 this last time. And prior to that from 1924 to 1935.

Mr. McCANN. What union are you a member of?

Mr. WURTZEL. None.

Mr. McCANN. You were never a member of a union there?

Mr. WURTZEL. No.

Mr. McCANN. Have you been superintendent of set construction ever since you went there?

Mr. WURTZEL. Well, not continuously. With the exception of probably about a year or a year and a half.

Mr. McCANN. You have never been identified with any union?

Mr. WURTZEL. No; not as a member—you mean?

Mr. McCANN. Yes.

Mr. WURTZEL. No.

Mr. McCANN. You are almost the first man I have met that hasn't been a union man.

Now, when you were employed at Twentieth Century-Fox, to whom did you report and from whom did you get your orders?

Mr. WURTZEL. The general production manager.

Mr. McCANN. Who was that?

Mr. WURTZEL. Ray Klune.

Mr. McCANN. Who was over Mr. Ray Klune?

Mr. WURTZEL. I think Mr. Schreiber.

Mr. McCANN. Mr. Schreiber?

Mr. WURTZEL. Yes.

Mr. McCANN. Do you know how to spell that?

Mr. WURTZEL. S-c-h-r-e-i-b-e-r.

Mr. McCANN. Who is over Mr. Schreiber?

Mr. WURTZEL. I think Mr. Zanuck.

Mr. McCANN. Mr. Zanuck?

Mr. WURTZEL. Yes.

Mr. McCANN. Does Mr. Zanuck have someone over him?

Mr. WURTZEL. That I don't know.

Mr. McCANN. Now on the 23d of September 1946, as I understand it, there was a little incident at the Twentieth Century-Fox involving the lay-off of a number of carpenters. We have had the testimony of Mr. Morrissey to the effect that he was employed there at that time. Do you know him?

Mr. WURTZEL. That is right.

Mr. McCANN. What was his job?

Mr. WURTZEL. Mill foreman.

Mr. McCANN. Did he work under you?

Mr. WURTZEL. That is right.

Mr. McCANN. He states that he worked there 24 years. Is that correct?

Mr. WURTZEL. It may be.

Mr. McCANN. Mr. Morrissey testified that he arrived at the plant at 6 o'clock that morning and was told to "send my men out onto stage 15 onto a set, and I said, 'Well, I don't think my men will work on it. It has been declared a 'hot set,' so that if they won't work on it, then what?'" Is that correct?

Mr. WURTZEL. I think in substance it is.

Mr. McCANN. You did tell him to send his men out on this set on stage 15 and he said he didn't think his men would work on it because it had been declared hot?

Mr. WURTZEL. I think that is right.

Mr. McCANN. And he further testified that he said, "If they won't work on it, then what?" Is that accurate?

Mr. WURTZEL. Well, I think the conversation went something like this: I told him to send his men over to the set, and we will wait to see when they get on the set, to see what happens. If they refuse to work then we will have to do the next thing, if they refuse to work we will have to ask them to leave.

Mr. McCANN. He says, "Then if your men won't work, then you will have to fire them."

Mr. WURTZEL. No; I told him they would have to leave if they refused to work; we didn't want them in the studio.

Mr. McCANN. Now, you said it one way then and he said it the other way, and it meant the same thing; is that right?

Mr. WURTZEL. Probably is.

Mr. McCANN. In other words, the difference of words doesn't make any difference in fact; they did have to get out if they didn't do the work.

Mr. WURTZEL. That is right.

Mr. McCANN. Now, Mr. Wurtzel, from whom did you get your instructions to take that step?

Mr. WURTZEL. Mr. Klune.

Mr. McCANN. Was Mr. Klune a member of the bargaining committee?

Mr. PRICE. No, sir.

Mr. McCANN. Please have Mr. Klune here.

Mr. PRICE. Mr. Meyer tells me he is out of the city. Mr. Klune's orders came from you, didn't they, Fred? Mr. Klune's orders came from Mr. Meyer.

Mr. McCANN. All right, then, Mr. Meyer. just before calling you, there was another gentleman testified yesterday. What was his name?

Mr. PRICE. Jensen.

Mr. McCANN. We also had a Mr. James Jensen, who testified before us yesterday. Was he an employee of Twentieth Century-Fox?

Mr. WURTZEL. That is right.

Mr. McCANN. He testified that a couple of days before the 23d that he received a telephone call from you from the main studio to take a foreman and two or three men and send them down on a stage to work on a set, and if they refused to work to fire them and send them off the lot. That is the exact words.

Mr. WURTZEL. I don't know whether it was 2 or 3 days before. It may have been September 23, and it may have been a day before, but I told him to send these men there, I think it was on stage 3, I think it was the interior of a dressing room that we were putting up, and to tell the men to go ahead and complete the set, that is as far as their jurisdiction was concerned, which was supposed to be applying trim or mill work, and if they didn't want to do the work, just to close them out.

Mr. McCANN. You told him if they would not do the work to throw them out?

Mr. WURTZEL. I didn't say throw them out. I said close them out.

Mr. McCANN. Well, again, close out and fire them are the same words in substance, aren't they? And you told him to send them off the lot if they would not do the work.

Mr. WURTZEL. That is right.

Mr. McCANN. Now, have you any other names? I don't want to call Mr. Wurtzel back, Mr. Chairman, if there are any other individuals to whom he issued similar orders, I want to ask him about them. Did you issue orders to any other foremen or top carpenters, whatever their positions may have been, with respect to discharging men?

Mr. WURTZEL. Well, I can't recall right now. There may have probably been one or two flat-salary foremen, but as a rule I always issued the orders direct to the head of that particular department, but whether I could recall anybody as an individual I don't remember.

Mr. McCANN. I think that covers it, Mr. Cobb. It was testified by Mr. Morrissey, I believe, speaking to you, "I didn't think the men would work on the stage, and if they would not, then what?" He said, "Then you will have to fire them." Now you have answered that.

Mr. WURTZEL. That is right.

Mr. McCANN. Then Mr. Morrissey testified, "How about the checks if I fire the men, they will have to have their checks. I was told not to worry about the checks, that they were already made out and that they would be paid for the time they worked in the morning before they were fired." Is that correct?

Mr. WURTZEL. No.

Mr. McCANN. This is a very serious statement, sir. Do you want to affirm that is not correct?

Mr. WURTZEL. Absolutely not correct. If you want me to I will give you the statement in substance how I told him.

Mr. McCANN. You tell us what you did say.

Mr. WURTZEL. I told him that if the men refused to work he was to tell them to leave or close them out, and that as soon as he had put in the closing slip that closing slip would be sent up to the time office or to the pay-roll office, and the checks made out.

I remember one distinct incident where the steward, I think his name was Terry Stewart, was the name of the carpenters' steward, who made quite an issue of it on the stage.

I was standing there at the time, and he says, "I am not going to let my men to get off the stage," he says, "until the checks are made out for the amount of money up to the time that they actually leave the studio."

I says, "All right."

I think I told Morrissey—I am not sure whether I told Morrissey—no; I told Stewart at the time the checks would be made out. The slips were turned in and the checks, so far as I could remember, were computed up to the time they left the studio. In other words, I think they allowed him about a half-hour time.

And Al DeWiese, who is head of the pay roll department, himself brought the checks down to the stage and paid the men off. That was that one particular gang, I think.

Mr. McCANN. Well, as I understand it, Mr. Morrissey also testified that there were about 197 carpenters on your lot. Is that approximately correct?

Mr. WURTZEL. That may be. That may be.

Mr. McCANN. And that he was told to arrange them into gangs and with foremen to go out on the stage.

Mr. WURTZEL. That is right.

Mr. McCANN. You told him that?

Mr. WURTZEL. That is right.

Mr. McCANN. And that he told them that if they had any trouble up there to give him a call, that he would be in the office. The stewards were up there—were to go up there. "We had a steward sitting on the stage for each gang, and as they went up I told the steward the same thing, and the steward told them this is a 'hot set,' you can't work on it, so the foreman called me and I went up there and asked what the trouble was and they says, 'Well, we can't work on it, on the No. 15 stage.'"

Mr. WURTZEL. Yes.

Mr. McCANN. Is that accurate? Were 197 men lined up in gangs and sent up to work on the same hot set knowing that the steward would say they were hot sets and they couldn't work on them, and they would be paid off?

Mr. WURTZEL. What a steward told him, I don't know. But in order to facilitate the thing and not to cause any confusion, which I felt would exist, I told him to arrange them in gangs so he could send down each gang, to see what they were going to do. If they refused to work and they were closed out, to send the next gang down with a foreman or gang boss in charge.

Mr. McCANN. When did you get your orders from your immediate boss to set up this particular machinery, to dispose of these carpenters?

Mr. WURTZEL. I think it was the day before.

Mr. McCANN. And did he tell you how to arrange to have this matter settled at one time to get them all together and send them in one gang after another to these hot sets?

Mr. WURTZEL. No.

Mr. McCANN. What did he tell you?

Mr. WURTZEL. He told me to go ahead and ask them to go to work on that set, and to use my own judgment.

Mr. McCANN. In other words, he did tell you, though, that you were to put all the men on a hot set, but you were to use your own judgment as to how you did it.

Mr. WURTZEL. That is right.

Mr. McCANN. So in getting the 197 carpenters lined up in gangs that day you were simply carrying out the orders you received from your immediate superior?

Mr. WURTZEL. That is right. I would like to qualify that, if you will allow me to.

Mr. McCANN. Yes. All we want is the truth, the whole truth, and nothing but the truth.

Mr. WURTZEL. All these men were not held in one spot in the mill waiting for instructions to go down to that particular set. They were spread out, depending on where the work was going to go on. And I told them at the time, I said, "There is one gang refuses to work then you collect another gang."

Now, there may have been some of these men who may have been working in the mill, some working on exterior sets, some may have been working on other stages. As one gang refused to work on that particular set on stage 15 they were to get another gang and send them down.

Mr. McCANN. Regardless of the work the men had been accustomed to doing for the studio, whether they were millwrights or whether they were set erectors, whether they were working on the outside of the studio on some special job, they were all brought in and told to work on this set; is that correct?

Mr. WURTZEL. If there was any work for them on that set; yes.

Mr. McCANN. Well, was there any work on the set?

Mr. WURTZEL. Yes; there was. Well, you just mentioned the words "set erectors."

Mr. McCANN. I mean by "set erectors" carpenters who had been doing set-erection work.

Mr. WURTZEL. Well, I don't get that quite clear.

Mr. McCANN. Let's leave out the "set erectors" entirely. I didn't mean to complicate it. Let's go back to this: Regardless of the task that had been performed by the carpenters in your shop, whether they were millwrights or journeymen carpenters or foremen of carpenters, or whatever their tasks were, if they were carpenters they were brought in and put on this hot set.

Mr. WURTZEL. That is right.

Mr. McCANN. Every carpenter in the organization?

Mr. WURTZEL. That is right; and to me any man that came out of that 946 was to me a carpenter, regardless of what work he performed.

Mr. McCANN. And 946 local men were all shot in on this hot set.

Mr. WURTZEL. Right.

Mr. McCANN. Now, did you have any supervisor of the paint shop?

Mr. WURTZEL. Yes; there was a foreman in the paint shop.

Mr. McCANN. Did you give the painter foreman the same instructions?

Mr. WURTZEL. That is right.

Mr. McCANN. So all of the painters, regardless of their duties and whether they were ordinarily painters on a set of this kind, were allowed to go, too?

Mr. WURTZEL. That is right—for the same reasons I done it with the carpenters.

Mr. McCANN. How many carpenters were turned out by your company?

Mr. WURTZEL. Well, I can't recall offhand the exact number. I would say probably around 175. I don't remember the exact number. I haven't got the records with me.

Mr. McCANN. Excuse me. The last three questions were Mr. Cobb's questions. I want the record to show that.

Mr. WURTZEL. That last figure just refers, I think, to the Fox Hills Studio—175.

Mr. McCANN. Yes.

Mr. KEARNS. Are you finished?

Mr. McCANN. I am waiting for questions on either side of me, sir.

Mr. Chairman, do you have some questions to ask?

Mr. KEARNS. Yes. I want to ask some. Mr. Wurtzel, your title is what, again?

Mr. WURTZEL. Superintendent of set construction.

Mr. KEARNS. And your company held you responsible for what, under that title?

Mr. WURTZEL. To see that all of the sets, when the plans came through, they were laid out, stage space assigned for the set, to see they were laid out properly and to see the work was put into effect, and to see they were all completed in time so the companies could shoot them.

Mr. KEARNS. Would your job depend on the efficiency of your men that worked with you and also would your job depend on how well you got the production through in your department?

Mr. WURTZEL. I think it would.

Mr. KEARNS. Is the company, or was the company, cognizant of that fact, do you think?

Mr. WURTZEL. I think they are.

Mr. KEARNS. How did you feel when you had to tell these experienced and skilled men to leave?

Mr. WURTZEL. Not very good.

Mr. KEARNS. I am asking a very important question. You mean to tell me, as you sit here under oath this morning, when you passed that edict down to those men, you, in your own heart, felt the best skilled men in your studio were walking out of the doors? I mean in that particular class of work.

Mr. WURTZEL. I would say "Yes."

Mr. KEARNS. Would you say that, in order to continue in the future—and naturally every man who works for a company is ambitious and probably has ideas of a career with the company—your efficiency and your work would definitely be curtailed by that decree you had to make?

Mr. WURTZEL. Well, I felt that the efficiency would be curtailed. But as far as the work was concerned, I figured eventually the work would be done.

Mr. KEARNS. Eventually?

Mr. WURTZEL. That is right.

Mr. KEARNS. In other words, would you define your use of the word "eventually" as I would describe it this way: If you had long enough to train other men to do the work those men were doing, sometime you may reach the standard of efficiency you had on September 23?

Mr. WURTZEL. No; I wouldn't put it that way, Mr. Kearns, for this reason: We would crowd a set. By crowding I mean we would put more men in on the set or switch men around from other departments.

Mr. KEARNS. I see.

Mr. WURTZEL. I had instructions to go ahead and use men from wherever I could find them on the lot, that I thought would be capable on that work.

Mr. KEARNS. Expense was no item?

Mr. WURTZEL. I didn't bring up the question of expense.

Mr. KEARNS. That naturally comes under the question of labor costs.

Mr. WURTZEL. Yes. I never brought the question up. I said, "Do you want the work done?"

And they said, "Yes." And that is the way I done it.

Mr. KEARNS. I imagine they have an accounting department in the studio, and if they are making a picture they make charges against certain pictures, don't they?

Mr. WURTZEL. They do.

Mr. KEARNS. And if you were employing on this set, on a certain date, so many men, and then in the next 10 days you had to employ a lot more men to get the same work done, that would be charged against the picture, wouldn't it?

Mr. WURTZEL. That is right.

Mr. KEARNS. But nothing was said about that?

Mr. WURTZEL. No.

Mr. KEARNS. It was charged off the books, evidently?

Mr. WURTZEL. I don't know how it was charged. But I know I put the charges in against the sets.

Mr. KEARNS. How long did it take you, in your work in your department there, to regain your efficiency as of September 23, after you had lost these skilled men, especially lay-out men and men who were good on detailed work?

Mr. WURTZEL. Well, I will tell you, I experimented one way. After these men were out—I think they left in September 1946—for about

3 or 4 weeks, I experimented. And it didn't work out, and I went ahead and I made another change. I took other men from another local, or rather another craft, and switched them into the mill.

Mr. KEARNS. They knew what to do with their hands?

Mr. WURTZEL. That is right. They were just as competent, in my opinion—they may not have been so fast—they were just as competent and they went ahead and slammed that work out in just as fast time and done it well.

Mr. KEARNS. Have they ever reached the efficiency of the men who gave their entire lives to certain phases of this work?

Mr. WURTZEL. I will say this: That some of them were just as efficient in the beginning and some will never reach the efficiency of those men.

Mr. KEARNS. That would be only reasonable.

Mr. WURTZEL. That is right. That is a natural assumption, after watching these men for all these years.

Mr. KEARNS. As a boss there, did you feel sorry for these men?

Mr. WURTZEL. I did; yes.

Mr. KEARNS. Those are all the questions I have.

Mr. McCANN. I want to ask a question. From what local did he secure these men after he waited 3 or 4 weeks?

Mr. WURTZEL. I took them out of the prop miniature shop; I think that was local 44.

Mr. McCANN. They were men who had been doing carpentry work?

Mr. WURTZEL. That is right.

Mr. McCANN. In the studios prior to this time?

Mr. WURTZEL. They were in our studio.

Mr. McCANN. In your studio?

Mr. WURTZEL. Yes.

Mr. McCANN. I have some questions. One is by Mr. Price.

Under your collective bargaining contract were you not required to use members of the carpenters' union for all trim work on stages as long as carpenters were available?

Mr. WURTZEL. Yes; that is under the directive of 1945. I was told at that time, with the other contract, at the first time, or the trouble that they had, I think it was the early part of 1945, and they came back and they issued a new directive, of which I received a copy. They told me this was the directive, all the mill work and trim work was to be done by the carpenters of 946, and that is the way we operated.

Mr. McCANN. That was the directive of December 26, 1945?

Mr. WURTZEL. 1945, that is right.

Mr. McCANN. Now, I have two questions from Mr. Cobb. Whom did you use to replace the carpenters? I think you have answered that, 3 weeks later, but whom did you use at first?

Mr. WURTZEL. Well, we used set erectors, and I picked out, I think there were about half a dozen men out of the prop miniature shop, that was 44 men, and the reason they were used, they were more experienced, they were better trained in lay-out work.

Mr. KEARNS. Was that your big problem, getting lay-out men?

Mr. WURTZEL. That is right, tog et the lay-out going.

Mr. McCANN. How many of the men that you substituted there were permittees, of that 175 that you testified to?

Mr. WURTZEL. I can't answer that offhand. There were quite a few permittees.

Mr. McCANN. You don't know how many?

Mr. WURTZEL. No, sir. Of course, I don't know, there were quite a few card men and quite a few permittees.

Mr. McCANN. How many were IA's?

Mr. WURTZEL. All of them.

Mr. McCANN. Do you know whether the program used by you was part of a general pattern used by all the major companies?

Mr. WURTZEL. That I don't know. As a matter of fact, I never communicated with any other studio as to how they were running their work, or I don't think anybody ever asked me as to how I was running my work.

Mr. McCANN. I don't think that is a fair question. He works for one company.

Were the permittees all permittees of the IATSE?

Mr. WURTZEL. That is right.

Mr. McCANN. Any other questions, gentlemen?

The witness is excused, Mr. Chairman.

We would now like to call the second boss above him; Mr. Meyer.

TESTIMONY OF FRED S. MEYER, STUDIO EXECUTIVE, TWENTIETH CENTURY-FOX FILM CORP., LOS ANGELES, CALIF.

[In his appearance before the subcommittee on August 6, 1947, in the investigation of James C. Petrillo, the American Federation of Musicians, et al., Mr. Meyer identified himself as Fred S. Meyer, studio executive in charge of industrial relations and personnel at Twentieth Century-Fox Film Corp., Los Angeles, Calif.; office address, 10201 West Pico; telephone Crestview 6-2211.]

Mr. KEARNS. You have been sworn, Mr. Meyer. Take the chair.

Mr. McCANN. Mr. Meyer, you have heard the testimony of the last witness in which he stated that he received his orders from—do you recall who the man was?

Mr. MEYER. Mr. Klune.

Mr. McCANN. I asked him who was above Mr. Klune, and he stated you were.

Mr. MEYER. No, he didn't. He stated that Mr. Klune got his orders from me.

Mr. McCANN. From you?

Mr. MEYER. That is right.

Mr. McCANN. Did you give the orders to Mr. Klune?

Mr. MEYER. I did.

Mr. McCANN. Which were then given to Mr. Wurtzel.

Mr. MEYER. In fact, I was present at the time.

Mr. McCANN. Now, from whom did you get your orders?

Mr. MEYER. I can't call them orders. I received a legal interpretation as regards procedure from our attorney, Mr. Alfred Wright, who is the corporation attorney for Twentieth Century-Fox Film Corp.

Mr. KEARNS. Mr. Counsel, I object to that answer, for this reason, that counsel as a rule are not giving production orders in any plant. The orders must come down from somebody who is in charge of operation of the plant.

Mr. MEYER. Well, then, they came from me.

Mr. KEARNS. All right.

Mr. McCANN. Now, did you consult with Mr. Alfred Wright?

Mr. MEYER. Yes, sir.

Mr. McCANN. Where does he have his office?

Mr. MEYER. Here in Los Angeles.

Mr. McCANN. Was he the counsel who was present at the time of the conference which followed the ultimatum to which you testified, I believe, a few days ago.

Mr. MEYER. I don't recall, Mr. McCann, whether he was present. I was present at that meeting. I don't recall whether Mr. Wright was there or not, but if he was not, I contacted counsel after that.

Mr. McCANN. Was he counsel for all of the other studios?

Mr. MEYER. No; he was not. He only represents Twentieth Century-Fox Film Corp.

Mr. McCANN. Now, there isn't any question that the other studios, from the testimony that we received, did the same thing, is there?

Mr. KEARNS. Mr. Counsel, let's not try to get these studios too; I would rather just take the testimony of each studio, and then we will put that together. We know how to add two and two.

Mr. PRICE. I am ready to reach a stipulation, Mr. Chairman.

Mr. McCANN. Mr. Chairman, I think if he has a stipulation prepared and it is acceptable to us——

Mr. KEARNS. Well, I want to get a few of these word-for-word testimonies, then we will take a lot of the paper stuff later on.

Mr. McCANN. Mr. Chairman, I just wanted, in defense of the profession of the law, to indicate the fact that Mr. Wright, not having been counsel for the other studios, certainly could not have given advice to the others upon which there seems to have been a general program used. I wanted to establish by Mr. Meyer while he was on the stand, Mr. Chairman, to get a definite statement as to the one man, if there was one man, who determined that this procedure should be followed.

Do you know of such a man?

Mr. MEYER. There was no such man. I want to make that statement very definite, and if I may, Mr. Kearns, I would like to elaborate.

Mr. KEARNS. The only thing is, now, just so I get it straight in my mind here, when you say this order came from you, you were the top man in the company, it came from your idea alone?

Mr. MEYER. After consulting Mr. Wright.

Mr. KEARNS. Who is Mr. Wright, then?

Mr. MEYER. Mr. Kearns, let me say——

Mr. KEARNS. What was his title with the company?

Mr. MEYER. He is the general counsel.

Mr. KEARNS. Is he a production man?

Mr. MEYER. No. This involves a legal problem, Mr. Kearns, not an operation problem. We were told by Mr. Cambiano that "unless our men do certain work tomorrow morning, we are going to declare sets hot."

Mr. KEARNS. When did he tell you that?

Mr. MEYER. I don't recall the exact date.

Mr. KEARNS. September 11 is the record of it.

Mr. MEYER. All right. Mr. Cambiano, Mr. Skelton, and a committee from local 946 met with the representatives of the various studios and gave us the ultimatum late one afternoon, that unless their men did whatever they construed to be carpenter work, sets would be declared hot.

Mr. KEARNS. He gave you that personally?

Mr. MEYER. Oh, yes. That did not present as much of a production problem, in my opinion, as it confronted me with a question of the Wagner Act, that concerned me a great deal more. I contacted Alfred Wright and said to him, "What do I do when men at the studio have refused to do work? Supposing local 946, or the carpenters' local, go through with their threat and refuse to do the work, that would result in a sit-down."

And he says, "What do you do when you ask somebody else to do something and they don't?"

And my answer was, "We terminate them."

Mr. KEARNS. Did he say they had that right under the Wagner Act?

Mr. MEYER. He did not. He said, "I would definitely request any individual"—these were his words—"tell the men to either do the work or ask them to leave the premises."

My instructions to Klune and to Mr. Wurtzel were to the effect that as these men refused to perform the work assigned, to terminate them and mark the notice, "Requested to leave premises for failure to perform work as assigned," or something like that.

Mr. KEARNS. Then you never had to take the ultimatum up directly to any man in your company higher than yourself?

Mr. MEYER. No, sir.

Mr. KEARNS. You acted on your own initiative after you had that ultimatum?

Mr. MEYER. Well, that is—

Mr. KEARNS. You didn't call up the other studios?

Mr. MEYER. I relayed my discussion with Mr. Wright to Mr. Joe Schenck, I believe.

Mr. KEARNS. That is when you turned on the hook-up, then, to find out what was going on all the way around.

Mr. MEYER. I don't understand what you mean.

Mr. KEARNS. I mean you got in touch with all the other studios to find out what they were doing?

Mr. MEYER. No; I didn't.

Mr. KEARNS. You acted as an individual?

Mr. MEYER. That is right.

Mr. KEARNS. That is what I wanted to establish.

Mr. MEYER. That is right. I didn't consult any other studio; I was guided entirely by the violation of any—of the Wagner Act, and Mr. Wright's instructions as to how to proceed.

Mr. McCANN. There are two or three other questions I would like to ask, Mr. Chairman.

Mr. KEARNS. All right.

Mr. McCANN. Did you before you acted on this, talk to Mr. Schenck in New York?

Mr. MEYER. No; I didn't talk to Mr. Schenck.

Mr. McCANN. Did you talk to anyone in New York, talk to Mr. Nick Schenck about it?

Mr. MEYER. No; Mr. Nicholas Schenck has not anything to do with our company in any way, shape, or form.

Mr. McCANN. Did you talk to Mr. Joe Schenck?

Mr. MEYER. Yes.

Mr. McCANN. Where was he?

Mr. MEYER. I believe he was here at the time.

Mr. McCANN. He was here at the time?

Mr. MEYER. I think so.

Mr. McCANN. Would you mind telling us what the conversation was between you and Mr. Joe Schenck?

Mr. MEYER. I relayed to Mr. Schenck the ultimatum we had received that afternoon. I told him of my conversation with Mr. Wright, Mr. Wright's interpretation of our rights as he understood them to be under the Wagner Act, and Mr. Schenck's reply was, "You have to do the best you can," and I proceeded on that basis.

Mr. McCANN. He didn't tell you what to do?

Mr. MEYER. No.

Mr. McCANN. He just simply said, "Do the best you can"?

Mr. MEYER. That is correct.

Mr. McCANN. Mr. Schenck was in town; there were no trips between the 11th of September and the 23d of September by the bargaining committee to New York City, were there?

Mr. MEYER. Mr. McCann, I can only speak for myself. There was no trip, no consultation, no telephone conversation, no communication by myself with anyone other than Mr. Joseph Schenck.

Mr. McCANN. That is all, Mr. Chairman.

Mr. KEARNS. Thank you, Mr. Meyer.

Mr. McCANN. Do you mean to inform us that you are only dealing with what took place on the 11th and 12th of September?

Mr. MEYER. I don't understand the question, Mr. McCann.

Mr. McCANN. Did you talk with Mr. Schenck, did you talk with Mr. Nicholas Schenck, did you talk with anyone else about what was to be done between the 11th of September and the 23d of September, when this action was taken?

Mr. MEYER. I didn't talk to Mr. Schenck either then or at any other time. I had no discussions with Mr. Nicholas Schenck while this crisis, if I may use that word, existed. I probably consulted with Mr. Joseph Schenck and Mr. Al Wright every day, or every other day.

Mr. McCANN. You consulted with them from the 11th right on up to the 23d?

Mr. MEYER. Now, Mr. McCann, the date of the 11th was the date that Mr. Price gave. I assume—

Mr. McCANN. I mean from the beginning to the 23d, to the end.

Mr. MEYER. I assume that was correct; yes.

Mr. McCANN. On what date was the decision made by you that these men were to be laid off en masse on the 23d?

Mr. MEYER. It was reached the afternoon of Mr. Cambiano's ultimatum.

Mr. McCANN. That decision was made on the 11th?

Mr. MEYER. Well, if that was the date, then that would be my answer. I don't know what the date was, but the afternoon that, or—yes, the afternoon that we received that ultimatum, we were confronted with the practical problem, what to do.

Mr. McCANN. At that meeting all the representatives of the bargaining committee of the various studios were present?

Mr. MEYER. That I can't say, Mr. McCann.

Mr. McCANN. Weren't you there with them?

Mr. MEYER. Yes, I was there, but I mean there were 9 or 10 studios, and I could not say offhand that they were all there.

Mr. McCANN. I am not asking any catch question, but the point is at that meeting at that time it was decided that the carpenters were to be laid off en masse?

Mr. MEYER. Oh, no.

Mr. McCANN. That is what you said, sir.

Mr. MEYER. Oh, no; I didn't say that.

Mr. McCANN. Read the testimony back to him.

Mr. MEYER. I didn't say at that meeting, I am sorry.

Mr. KEARNS. You should redefine your question, maybe, to say a representative group of the studios.

Mr. McCANN. Well, was it when a representative group consisting of bargaining representatives of the several studios were present and the ultimatum was served by Mr. Cambiano, that this program was made that laid off the carpenters on the 23d of September?

Mr. MEYER. No, sir.

Mr. McCANN. It was not done then?

Mr. MEYER. No.

Mr. McCANN. When was it done?

Mr. MEYER. I can't recall that there was any meeting when any uniform policy was adopted. I have previously stated I was concerned about our studio, and I don't recall now whether Mr. Alfred Wright was present, but if he was not I immediately consulted him thereafter, and then Mr. Schenck, and adopted a policy for our studio.

Mr. McCANN. Mr. Schenck adopted the policy?

Mr. MEYER. No, no; I said I did. I said I consulted with him.

Mr. McCANN. What time was the ultimatum served on the 11th to you gentlemen?

Mr. MEYER. It seems to me it was somewhere between 2 and 4 o'clock. It was quite late that afternoon.

Mr. McCANN. In the afternoon?

Mr. MEYER. Yes, sir.

Mr. McCANN. What time did the meeting break up?

Mr. MEYER. Oh, I think within an hour after that ultimatum.

Mr. McCANN. You mean that the group sat and discussed the ultimatum for an hour after Cambiano left?

Mr. MEYER. As to where do we go from here. We didn't have any choice. Mr. Cambiano said, "This is it, either or." There was only one problem confronting us.

Mr. McCANN. And you say for 1 hour that you discussed his ultimatum?

Mr. MEYER. Oh, maybe it was 45 minutes, maybe it was an hour and a half, Mr. McCann. That is a long time ago.

Mr. McCANN. I am not going to be technical.

Mr. MEYER. Approximately.

Mr. McCANN. You didn't have dinner together that night?

Mr. MEYER. I wouldn't know.

Mr. McCANN. In the conference that followed Mr. Cambiano's ultimatum, the studios discussed "What do we do from now on?"

Mr. MEYER. That is right.

Mr. McCANN. And yet, at that conference, it was not decided to lay off all of the carpenters at one time?

Mr. MEYER. No; definitely not.

Mr. McCANN. Was there a subsequent conference with these men between that time and the 23d?

Mr. MEYER. Which men do you mean?

Mr. McCANN. With the men of the bargaining committee.

Mr. MEYER. You mean the producers' labor committee?

Mr. McCANN. Yes.

Mr. MEYER. Oh, yes; we had many meetings after that.

Mr. McCANN. Was it discussed what they should do? Was that discussed at all of those meetings between that time and the 23d?

Mr. MEYER. I don't know that the 23d ever came into the picture. As a matter of fact, I can't recall now the interlapse between what Mr. Price states was the 11th and the 23d. The only thing we discussed was that in order to keep operation going we had no alternative but to operate as best we could and request the men to leave the premises for failure to perform work as assigned, as, if, and when they refused to perform that work.

Mr. McCANN. Did you have any conferences with Mr. Walsh, the president of the IATSE?

Mr. MEYER. I had a lot of conferences with him.

Mr. McCANN. During that period?

Mr. MEYER. I don't think so. I don't believe he was here at that time. I don't remember.

Mr. McCANN. Well, I am trying to get at, with whom did you consult with respect to what you would do when you let the carpenters go? Was that with Mr. Brewer or Mr. Walsh or with whom?

Mr. MEYER. I didn't contact Mr. Brewer about it, I didn't contact Mr. Walsh about that. That was the studio policy. The only backing I needed was that of Mr. Joseph Schenck, who is the executive head of the studio, other than Mr. Skouras, the president in New York, and who certainly was not familiar with the actual physical problems confronting us here.

Mr. McCANN. Did you talk with him about that at all?

Mr. MEYER. Oh, yes.

Mr. McCANN. During that period you discussed that with him?

Mr. MEYER. I believe so.

Mr. McCANN. And he left that in your hands to decide what to do?

Mr. MEYER. He did.

Mr. McCANN. Was there a particular day, a particular conference, at which unanimity of mind was reached between the producers as to the policy which they should follow?

Mr. MEYER. I can't recall the day.

Mr. McCANN. Well, was there a day at which unanimity of mind and a definite policy was established as to what you would do?

Mr. MEYER. Yes.

Mr. McCANN. Do you think that was 2 or 3 days, or how long before the 23d of September?

Mr. MEYER. I wouldn't want to venture a guess.

Mr. McCANN. You can only say it was between the 11th and the 23d?

Mr. MEYER. No; I can't even say that. It was sometime subsequent to the 11th. I still am trying to be just as honest and truthful as I know how, and I still can't for the world of me understand and recall the significance of that date of September 23d, unless that happened to be the day when the carpenters refused en masse to perform work assigned. That is the only significance September 23d has in my mind.

Mr. McCANN. Well, that is the significance which has been testified

to here, Mr. Meyer, so I suggest that the policy must have been made prior to that day.

Mr. MEYER. Probably.

Mr. McCANN. I think that is all.

Mr. KEARNS. Now, there is one thing that I want, Mr. Counsel, here, before we write in some other names, that you establish that Mr. Wright exemplified, where we had present management making the decision here in Hollywood. He said that he had the decision from his counsel that they would greet the carpenters with the ultimatum that if they didn't want to do work assigned they would have to leave the lot. In other words, he was acting as the sole head of Twentieth Century-Fox here. In other words, he was not guided in any way by any meeting of the group, he took his counsel's advice and gave the order to his subordinates. Now, we want to put Twentieth Century-Fox on record, according to the testimony of this man here, who was then running the show over there, that he took his advice from counsel and gave the order. He was not influenced in any way by any other group. That was his first testimony on the stand here.

Mr. MEYER. Mr. Kearns, may I make a statement?

Mr. KEARNS. Yes, sir.

Mr. MEYER. You said the decision of counsel. A like situation has come up many times since. Counsel, speaking for Mr. Wright, never gives a decision. He gives an opinion as to our legal rights.

Mr. KEARNS. Yes; I will modify that.

Mr. MEYER. As to our legal rights, and then it is up to us.

Mr. KEARNS. After he handed down his opinion, then it was up to you to use your own good judgment about it.

Mr. MEYER. That is right.

Mr. KEARNS. And as head of Twentieth Century-Fox, you did it?

Mr. MEYER. That is right.

Mr. McCANN. As an individual, and were not influenced by the other companies; you said you had not consulted them at that time.

Mr. MEYER. That is right. I had not consulted them at that time.

Mr. KEARNS. That is right. That is the thing I wanted to establish here. Here is one company right in Hollywood, Mr. Counsel, through this gentleman here that represents ownership and management that is on the job, rendering the decision right here. In other words, the carpenters at Twentieth Century-Fox were told to go out because this man here gave the order for them to go out.

Mr. MEYER. Now, Mr. Kearns, you must understand. Mr. McCann asked that question, that between this date and the 11th and the 23d many meetings of the committee were held.

Mr. KEARNS. Yes; but they had nothing to do with your decision, you said right here in this chair. You just took the opinion from your counsel and then on that you gave the decision.

Mr. MEYER. That is right.

Mr. KEARNS. That is all I wanted to establish. That is all I have to ask him.

Mr. McCANN. I have two or three more questions which have been presented by Mr. Esterman of the CSU.

In connection with the decision to lay off the carpenters and the painters, did you consult with any member or members of the producers' labor committee?

Well, he has answered that. I think you have answered that, haven't you?

Mr. MEYER. I think so.

Mr. McCANN. Were not all the major studios, in respect to labor matters, acting through the producers' labor committee, and was not the function of the producers' labor committee to coordinate all labor policies in the major studios?

Mr. KEARNS. I don't think that is a fair question in view of the testimony given, Mr. McCann. He said he was running the show over there at Twentieth Century-Fox, and I wanted to keep that in the record here.

Mr. McCANN. Mr. Cobb asks this question: Did you discuss the decision and program with officers of any other companies?

Mr. MEYER. I think that is the same thing exactly.

Mr. McCANN. That is all, Mr. Chairman.

Mr. MEYER. Thank you.

Mr. McCANN. May we have 5 minutes' recess?

Mr. KEARNS. Five minutes' recess ordered.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, there was another man we asked for yesterday and he showed up a while ago. What was his name?

Mr. HILL. Don DeLuca.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. DeLUCA. To the best of my knowledge.

TESTIMONY OF DON DeLUCA, FORMER ASSISTANT SUPERINTENDENT OF CONSTRUCTION, UNIVERSAL STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. DeLUCA. Don DeLuca, 1029 Willard Avenue, Glendale, Calif.

Mr. McCANN. Give me your telephone number, please.

Mr. DeLUCA. Citrus 2-5995.

Mr. McCANN. Are you employed at this time?

Mr. DeLUCA. No, sir; by myself.

Mr. McCANN. By whom were you employed on September 23, 1946?

Mr. DeLUCA. Universal Pictures Corp.

Mr. McCANN. How long had you been employed by them?

Mr. DeLUCA. Since 1929.

Mr. McCANN. In what capacity were you employed on September 23, 1946?

Mr. DeLUCA. Assistant superintendent of construction.

Mr. McCANN. How long had you held that position?

Mr. DeLUCA. Oh, approximately 7 or 8 years.

Mr. McCANN. What was your salary?

Mr. DeLUCA. Well, they never did complete the salary; \$150 a week.

Mr. McCANN. \$150 a week?

Mr. DeLUCA. Yes.

Mr. McCANN. You mean that the salary was never just what it was supposed to be? What do you mean?

Mr. DeLUCA. Well, I had an increase, but never did receive it; always promised.

Mr. McCANN. You had a salary of \$150 a week?

Mr. DeLUCA. Yes.

Mr. McCANN. All right. Now, did you have under you a Mr. Hill?

Mr. DeLUCA. Yes, sir.

Mr. McCANN. And what was Mr. Hill's job?

Mr. DeLUCA. Well, some studios called them coordinators. We called them follow-up men.

Mr. McCANN. Did you have any conversation with Mr. Hill on the morning of September 23, 1946?

Mr. DeLUCA. I imagine so.

Mr. McCANN. Will you tell us what took place at that time?

Mr. DeLUCA. In regards to what?

Mr. McCANN. In regard to the carpenters on the job.

Mr. DeLUCA. Well, it seemed like everybody knew what was going to happen, what was coming on. I was told to get a foreman and seven men and send them on a set, to go to work.

We didn't have a set ready, so I made one ready by 468 set erectors.

Mr. KEARNS. What do you mean you made one ready?

Mr. DeLUCA. It seemed at the particular time we didn't have much to do on the stages for the carpenters, so I was told to get one ready and to send the carpenters out. I got the set erectors on the stage to start work on the set. I got the carpenters over there with a foreman. The steward was over there and declared the set hot.

Mr. McCANN. And then on that morning Mr. Hill testified that about 10:30 Mr. McCausland with Don DeLuca came into their office. Do you recall that?

Mr. DeLUCA. Well, I had been with Mr. McCausland until about 7 o'clock that evening.

Mr. McCANN. At what hour in the morning did you send these carpenters in to work on this set you had had the set erectors work on so as to make it a hot set?

Mr. DeLUCA. I imagine between 7 and 8 o'clock a. m.

Mr. McCANN. Now, then, he quotes you as telling the boys—and I assume they were carpenters—"You boys put on your overalls and go over on stage 16 and finish that set"; is that correct?

Mr. DeLUCA. No, sir; not stage 16. I got the foreman and told him to go on stage 12.

Mr. McCANN. Stage 12 instead of stage 16?

Mr. DeLUCA. That is right.

Mr. McCANN. Stage 12 was the one that was hot you sent the men to?

Mr. DeLUCA. Yes, sir.

Mr. McCANN. Would you mind telling us in your own words because I find that this statement by Mr. Hill is rather long and I can't refer to just one sentence, will you tell us in your own words what took place that morning from the beginning to the end?

Mr. DeLUCA. Well, I was told to get this set going by the set erectors, and get the carpenters and send them over there with a foreman and so many men. I did.

And I met the steward there. He declared the set hot. They came back in. I reported to my superior that they wouldn't work, so from

then on, why, he went out and made their checks; ordered them off the lot. They didn't leave the lot immediately because the checks weren't made up to the proper time. I don't think that first group ever did get their checks that day. I think it was mailed to them the following day.

Mr. McCANN. Now, who was it that told you, sir, to get this set 12 ready for them?

Mr. DeLUCA. A man by the name of Mr. McCausland.

Mr. McCANN. What was his job?

Mr. DeLUCA. Personnel department.

Mr. McCANN. Who was his superior?

Mr. DeLUCA. Well, the studio is at the time—the studio was at the time in a change, and we didn't exactly know who our superiors were.

Mr. McCANN. You didn't know who was the boss over you?

Mr. DeLUCA. Well, yes; I knew who was over me; Mr. Morris Nelson directly.

Mr. McCANN. Did Mr. Nelson have anything to say to you about—

Mr. DeLUCA. He was superintendent of construction.

Mr. McCANN. Did he have anything to say to you about what you should do about this hot set, about fixing it up?

Mr. DeLUCA. I took orders from him.

Mr. McCANN. You got your orders not only from Mr. McCausland but from Mr. Morris Nelson?

Mr. DeLUCA. Yes. Mr. Morris Nelson was new on the lot. It seems I was more familiar with it.

Mr. McCANN. Now, who was over Mr. Morris Nelson?

Mr. DeLUCA. At the time he was hired, Mr. Garber.

Mr. McCANN. Who was over Mr. Garber?

Mr. DeLUCA. Well, just who—Mr. Murphy.

Mr. McCANN. And who was over Mr. Murphy?

Mr. DeLUCA. I don't recall whether Murphy was there at the time; I don't think he was.

Mr. McCANN. Well, do you know who the chief of the Universal Pictures was in this town at that time?

Mr. DeLUCA. Cliff Work.

Mr. McCANN. Did he talk to you about this?

Mr. DeLUCA. No, sir.

Mr. McCANN. About setting up a hot stage?

Mr. DeLUCA. No, sir.

Mr. McCANN. You got your orders from whom?

Mr. DeLUCA. Between Mr. McCausland and Morris Nelson.

(Discussion off the record.)

Mr. McCANN. Mr. Chairman, I would like to have Mr. McCausland called as a witness.

Mr. KEARNS. No objection.

Mr. McCANN. What are Mr. McCausland's initials?

Mr. PRICE. I am not sure.

Mr. SORRELL. A. J. McCausland.

Mr. McCANN. Now, in the case of Universal the checks were not made out in advance?

Mr. DeLUCA. The first checks were not.

Mr. McCANN. Do you know how many carpenters you had in Universal who were working as carpenters that were laid off on the 23d?

Mr. DeLUCA. I would say approximately 100.

Mr. McCANN. And did you send all of them to the same set?

Mr. DeLUCA. All of them who would go over.

Mr. McCANN. Did you take men who had never worked on sets who were mill men and send them over there?

Mr. DeLUCA. Yes, sir.

Mr. McCANN. Did you call in all the carpenters from every place in your organization who were members of this particular union and send them over there?

Mr. DeLUCA. Any man who had a 946 card, it was my instructions.

Mr. McCANN. Any man who had a 946 card was to be sent there?

Mr. DeLUCA. Yes, sir.

Mr. McCANN. To work on this set?

Mr. DeLUCA. Yes, sir.

Mr. McCANN. And they were all discharged the same day?

Mr. DeLUCA. Yes; with the exception of the ones that were absent.

Mr. McCANN. Now, did you do the same thing with the painters?

Mr. DeLUCA. The painters, why, I imagine the same thing.

Mr. McCANN. Did you have anything to do with that?

Mr. DeLUCA. I did and I didn't. We had Mr. McCausland went between the painters' superintendent and themselves and took care of that.

Mr. McCANN. You were in charge of the carpenters?

Mr. DeLUCA. Well, carpenters, also the painters. I had to see the work got done.

Mr. McCANN. You are not employed there now?

Mr. DeLUCA. No, sir.

Mr. McCANN. Why aren't you?

Mr. DeLUCA. Well, they gave me the same ticket.

Mr. McCANN. Were you a member of the union?

Mr. DeLUCA. After I got through giving them all theirs, they gave me the same ticket.

Mr. McCANN. Were you a member of that same union?

Mr. DeLUCA. Yes.

Mr. McCANN. When did you get yours?

Mr. DeLUCA. Seven o'clock that afternoon, after everybody left.

Mr. McCANN. You had just a few hours' grace?

Mr. DeLUCA. Oh, yes. I performed my duties as long as I was inside those gates, why, I exercised—

Mr. McCANN. At 7 o'clock you received your ticket?

Mr. DeLUCA. That is right.

Mr. McCANN. I don't have any further questions. Do you have any questions?

Mr. COBB. No.

Mr. PRICE. No.

Mr. KEARNS. I have no questions. We would like to have Mr. McCausland here this afternoon.

Mr. PRICE. Yes.

Mr. KEARNS. Do you expect to go back there to work?

Mr. DeLUCA. Well, I spent half of my life or better in a studio.

Mr. KEARNS. You hope to get back there to work?

Mr. DeLUCA. I hope to get back into some studio. Of course, that is if they accept me.

Mr. KEARNS. All right.

Mr. McCANN. Mr. William Walsh.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God.

Mr. WALSH. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF WILLIAM R. WALSH, INDUSTRIAL RELATIONS MANAGER, LOEW'S, INC., LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your residence address.

Mr. WALSH. William R. Walsh, 1456 Pacific Avenue, Glendale, Calif.

Mr. McCANN. Your telephone number?

Mr. WALSH. Citrus 3-8014.

Mr. McCANN. By whom are you employed?

Mr. WALSH. Loew's, Inc.

Mr. McCANN. How long have you been so employed?

Mr. WALSH. Five years, approximately.

Mr. McCANN. Where were you employed before that?

Mr. WALSH. United States Government, regional director of the National Labor Relations Board. Previous to that regional attorney for the same organization.

Mr. McCANN. Were you employed by Metro-Goldwyn-Mayer on September 23, 1946?

Mr. WALSH. Yes, sir.

Mr. McCANN. What union did you belong to?

Mr. WALSH. Well, I belong to the State bar of California.

Mr. McCANN. Well, I am glad to find there are some of you men that at least are free from the problems here that exist with other people.

Mr. LEVY. That is a good union.

Mr. McCANN. Now, what was your job with Metro-Goldwyn-Mayer on September 23, 1946?

Mr. WALSH. I am the industrial relations manager.

Mr. McCANN. Did you know a Scotchman by the name of Mackay?

Mr. WALSH. Personally I don't know Mr. Mackay.

Mr. McCANN. Did you have anything to do with him on September 23, 1946?

Mr. WALSH. I did.

Mr. McCANN. Tell us in your own words what you had to do with him on that date.

Mr. WALSH. Mr. Mackay was a carpenter, member of local 946, employed on the 12 o'clock noon shift. He came to work at 12 o'clock on that day and was assigned to a set in the mill, which had previously been declared hot by that union.

He was asked, along with a number of other men, to go to work, and declined to work on account it was a hot set. So he was requested to leave the premises for refusing to do the assigned work, and was paid off.

Mr. McCANN. Now, as Mr. Mackay went in to his work that morning, I understand he said he saw two trays, one of which contained

checks and the other contained money, as I remember. I notice in the record here it shows just checks and checks.

Were there two such trays when he came to work that morning?

Mr. WALSH. There were.

Mr. McCANN. Had you previously—

Mr. WALSH. He came to work at noon.

Mr. McCANN. Did you have checks made out to those who hadn't yet been asked to work on the hot sets?

Mr. WALSH. Yes.

Mr. McCANN. When were they made out?

Mr. WALSH. On Sunday.

Mr. McCANN. On Sunday?

Mr. WALSH. Yes.

Mr. McCANN. To pay the men who would refuse to work on Monday?

Mr. WALSH. No; not necessarily. You see, our pay roll week closes on Saturday night. And we saw this trouble coming. After all, it had been brewing for several days, as you probably now know.

We didn't know whether we were going to have any office workers, either, as the end of the week. We pay off on Thursday. So we got all the work done we could, including making out the pay-roll checks. The carpenters' were made out. The painters' were made out, and other people's were made out.

Mr. McCANN. Were any employees of the IATSE made out?

Mr. WALSH. I believe so. I don't know exactly. We went right ahead with our pay roll work. The order in which those things fall I don't know. That is an accounting problem.

Mr. McCANN. Were the checks ready for the painters and the carpenters that morning?

Mr. WALSH. That is true.

Mr. McCANN. Now, you gave the orders to him to work on a hot seat.

Mr. WALSH. Passed on through the superintendent of construction. I was present when they were given.

Mr. McCANN. Who was the superintendent of construction?

Mr. WALSH. Fred DeBorey.

Mr. McCANN. You passed the orders to Mr. Mackay through Mr. DeBorey?

Mr. WALSH. It went through several steps. Through Mr. DeBorey, I believe Lew Bechtel was the foreman of the carpenters on that particular shift. And from Mr. DeBorey to Mr. Bechtel to the gang boss in charge of the gangs out in the mill.

Mr. McCANN. How many carpenters did you lay off that day?

Mr. WALSH. I think it was upwards of 200. I don't know the exact number.

Mr. McCANN. How many painters?

Mr. WALSH. None on that day I know of.

Mr. McCANN. Were they saved for the next day?

Mr. WALSH. Yes.

Mr. McCANN. They were let out the next day?

Mr. WALSH. Yes.

Mr. McCANN. How many painters were let out?

Mr. WALSH. About 175 or 180; I believe Mr. Sorrell can tell you.

Mr. McCANN. Approximately 400 employees from the Conference of Studio Unions were laid off in those 2 days?

Mr. WALSH. I ask leave to correct the record as to the number. That is approximately correct.

Mr. McCANN. We are not going to be picayunish about a matter of that kind. Would you mind telling me from whom you received orders that the checks were to be prepared and the men were to be asked to work on this hot set?

Mr. WALSH. Well, if you divide your question, Mr. McCann. The perforation of the checks was my own problem. That was an operating problem. I received my orders from Mr. Mannix.

Mr. McCANN. Who?

Mr. WALSH. Mr. Mannix.

Mr. McCANN. Mr. Mannix told you about the checks?

Mr. WALSH. No; he didn't. That is my problem, as to how the men get paid.

Mr. McCANN. Mr. Mannix told you about the fact that you were to put them on the hot sets?

Mr. WALSH. That is right.

Mr. McCANN. Mr. Mannix was the one that told you that this was the day that you were to put them on?

Mr. WALSH. That is correct.

Mr. McCANN. And you were following out Mr. Mannix's orders?

Mr. WALSH. That is right.

Mr. McCANN. We will have to have Mr. Mannix back. Mr. Chairman; that is all from this gentleman.

Mr. KEARNS. Who is the attorney that has that question?

Mr. WALSH. Mr. Esterman.

Mr. KEARNS. Who does he represent?

Mr. PRICE. Mr. Esterman representing the CSU.

Mr. KEARNS. Mr. Welsh, you weren't in any way in charge of production?

Mr. WALSH. No, sir.

Mr. KEARNS. Who is the man in charge of all of the production?

Mr. WALSH. Well, Mr. Mannix is general manager of the studio.

Mr. KEARNS. Who does he hold responsible for the production?

Mr. WALSH. It is broken up in a little different way than some of the other studios, perhaps. We have a production manager whose job it is to see that actually the production takes place at the scheduled time.

Mr. KEARNS. Is he held responsible for the costs and all, and efficiency, and so forth?

Mr. WALSH. No; I believe not. That would be, I suppose, the function of the supervising art director for the set cost construction.

Mr. KEARNS. Who is that?

Mr. WALSH. Cedric Gibbons.

Mr. KEARNS. We ought to have those two gentlemen.

Mr. McCANN. Who are the men?

Mr. PRICE. Mr. Cedric Gibbons——

Mr. KEARNS. And whoever is the production manager.

Mr. WALSH. Mr. T. E. Butcher.

Mr. McCANN. We would like to put them on the stand before we put Mr. Mannix back on.

Mr. KEARNS. That is right.

Mr. McCANN. Mr. Chairman, a question has been presented by Mr. Esterman. Is it not true that at the time the painters and the carpenters were laid off management, including yourself, was aware the IATSE had offered to replace all men who were fired?

Mr. WALSH. I don't know what management he refers to. And I have no immediate recollection of being aware of that. I know that during the strike which preceded this one the IA had replaced the men who went out. And I assumed—

Mr. McCANN. Were you aware they were to replace these men when you fired them?

Mr. WALSH. I was.

Mr. McCANN. You were?

Mr. WALSH. That is right.

Mr. McCANN. I think that is the only answer that is important.

Mr. KEARNS. Mr. Walsh wouldn't be responsible for the top orders.

Mr. McCANN. No. Now, there is another question here that I want to ask. When Mr. Mackay was testifying, he stated, "When we were waiting in line there in front of the office door to pick up our checks after we got the orders, Mr. William Walsh was standing at the end of the bench there, about 10 feet away, and he was talking to some people. I heard him make the remark, 'You will never collect a damn dime of insurance. We have that fixed.' " Is that true?

Mr. WALSH. That is not true.

Mr. McCANN. Did you say substantially that?

Mr. WALSH. I did not.

Mr. McCANN. Did you say anything on that subject?

Mr. WALSH. Yes.

Mr. McCANN. What did you say?

Mr. WALSH. Some of the men were asking me whether or not they would get any unemployment compensation as a result of the separation from our services. I told them I didn't know. They would have to take that up with the Commission. That was the substance of the conversation.

Mr. McCANN. They never had gotten it yet, have they?

Mr. WALSH. I think not.

Mr. McCANN. Any further questions?

Mr. ESTERMAN. One right here.

Mr. KEARNS. Let's move a little faster on these questions. We lose too much time.

Mr. McCANN. This question is from Mr. Esterman. In connection with the replacement of 946 and 644 men, it is true, is it not, that there were conferences with the IATSE in advance of the lay-off, and that you were present at these conferences?

Mr. WALSH. I attended many meetings. I have no particular recollection of meetings with IA representatives on that subject.

Mr. McCANN. Well now, you say you don't have any recollection of it.

Mr. WALSH. No.

Mr. McCANN. You attended many meetings?

Mr. WALSH. That is right.

Mr. McCANN. Do you have any recollection of it? We don't want you to specify a date and an hour, but we want to know if you recall

attending any conferences with the IATSE in advance of the lay-off at which the question of replacements was discussed.

Mr. WALSH. I have no present recollection, Mr. McCann.

Mr. McCANN. Any further questions?

Mr. COBB. No.

Mr. McCANN. That is all, Mr. Chairman.

Mr. KEARNS. Did your superior at any time tell you what they were going to do up at Metro-Goldwyn-Mayer would be uniform through the major studios?

Mr. WALSH. I don't think so; no, sir.

Mr. KEARNS. So far as you were concerned you were just doing business with one company?

Mr. WALSH. That is right. I have only one job, and that is to try to operate—

Mr. KEARNS. That is all right. That is the only question I have.

Mr. WALSH. Am I excused?

Mr. KEARNS. Yes.

Mr. McCANN. Mr. Sproul.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. SPROUL. I do.

TESTIMONY OF C. A. SPROUL, PRESIDENT, CARPENTER'S LOCAL 946, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. SPROUL. C. A. Sproul, 2813 Coolidge Avenue, Los Angeles 26.

Mr. McCANN. And what is your telephone number?

Mr. SPROUL. Olympia 1349.

Mr. McCANN. Are you an officer of local 946?

Mr. SPROUL. I am.

Mr. McCANN. How long have you been an officer of that local?

Mr. SPROUL. I think I was elected as vice president in '41; as president in '42.

Mr. McCANN. Have you been president ever since?

Mr. SPROUL. I have.

Mr. McCANN. Can you state officially how many members of your local were laid off by the major studios on or about September 23, 1946?

Mr. SPROUL. Well, as near as I can recall at the present time, there was something between 1,400 and 1,500 in all studios combined. I think we had a membership of about 2,341 at that time, but they weren't all working in the studios.

Mr. McCANN. I see. And you think it was from 1,400 to 1,500 laid off at approximately this date?

Mr. SPROUL. I think at that date, and a few days before that time. They weren't all laid off on the 23d. Some were laid off prior to that time. I think around 1,400 would be very approximate.

Mr. McCANN. Now, do you know, as president of the union, how many of those men have secured employment elsewhere; regular employment elsewhere?

Mr. SPROUL. That would be very hard to answer very close. I would think that possibly out of the amount that were laid off, there might be half of them have worked at some time or other on the outside; not continuously.

Mr. McCANN. What provision, if any, does the international make for these men who are out on strike or on lock-out?

Mr. SPROUL. Well 946 does have a contingent fund, and we make donations—benefit donations to members that require help. That fund is established by a certain amount of money from the dues and by donations and from general outside sources; outside unions.

Mr. McCANN. What does the international do for your men who are out of employment?

Mr. SPROUL. They have made donations to us over the period of the lock-out of various amounts of money, which go into this contingent fund and goes for welfare purposes only.

Mr. McCANN. All right. Can you tell me how much the international has contributed since the strike started in September, or the lock-out started in September 1946?

Mr. SPROUL. They have contributed \$75,000.

Mr. McCANN. Were you employed in the studios yourself?

Mr. SPROUL. I was.

Mr. McCANN. On the 23d day of September?

Mr. SPROUL. No; I was on vacation at that time and was not due to return back until the Monday following the morning the picket lines were established. I was on vacation and had not yet returned, although I had been working since August 9, 1928.

Mr. McCANN. By what organization were you employed?

Mr. SPROUL. Metro-Goldwyn-Mayer.

Mr. McCANN. You had been with that same firm?

Mr. SPROUL. Continuously.

Mr. McCANN. Since 1928?

Mr. SPROUL. That is right.

Mr. McCANN. What was your position with them?

Mr. SPROUL. Well, various. As gang boss, as a mill foreman at times, and various orders of that kind. I have not worked with my tools, you might say, for the last 15 or 16 years. I have been in the capacity of running work and laying out work, and so forth.

Mr. McCANN. When you returned from your vacation, you found there was a picket line?

Mr. SPROUL. That is right.

Mr. McCANN. And you honored the picket line?

Mr. SPROUL. Yes.

Mr. McCANN. You did not go through any of the experiences that the other boys mentioned on the 23d?

Mr. SPROUL. No. I was not laid off because I was not there. I didn't go back.

Mr. McCANN. No further questions from me, Mr. Chairman.

Mr. KEARNS. No questions.

Mr. McCANN. Mr. Cobb has a question. You say 1,400 were laid off on or about September 23, 1946, and that there were about 2,300 members of No. 946. Were the other members previously employed by the studios?

Mr. SPROUL. Most of them had been at various times. We have a casual employee list that does not work in the same studio at all times.

They change from one to the other. Possibly out of that number, I would say possibly 300 to 400 are men that have not worked steady and lots of them are retired, but in that amount the others had worked there off and on on various lots. They were not considered as regular employees, in most studios. I only give that number as an over-all number that might be involved at the time of the lay-off at that particular time.

Mr. McCANN. The witness is excused.

Art Djerf.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. DJERF. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF ARTHUR DJERF, FORMER CONSTRUCTION SUPERINTENDENT, HAL ROACH STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and address.

Mr. DJERF. Arthur Djerf. 4641 Laurel Canyon Boulevard, North Hollywood, Calif.

Mr. McCANN. Give your telephone number, please, sir.

Mr. DJERF. Sunset 2-2651.

Mr. McCANN. What is your business or occupation?

Mr. DJERF. At which time?

Mr. McCANN. Now.

Mr. DJERF. Carpenter foreman.

Mr. McCANN. You are a carpenter foreman. By whom are you employed?

Mr. DJERF. At present?

Mr. McCANN. Yes.

Mr. DJERF. Hershberg & Sons.

Mr. McCANN. How long have you been with them?

Mr. DJERF. About 7 months.

Mr. McCANN. Where were you employed on the 23d of September 1946?

Mr. DJERF. Hal Roach studios.

Mr. McCANN. How long had you been employed there?

Mr. DJERF. Since 1926, except during the war period.

Mr. McCANN. Were you in the service?

Mr. DJERF. No, sir. The studio was taken over by the armed forces.

Mr. McCANN. What did you do during that period?

Mr. DJERF. I worked for Consolidated Steel Corp., building ships.

Mr. McCANN. As a carpenter?

Mr. DJERF. No, sir.

Mr. McCANN. As what?

Mr. DJERF. Shipwright superintendent.

Mr. McCANN. Now, how many years did you work for Hal Roach studios?

Mr. DJERF. '26 to '46. It would be 20, less about 3 years. About 17 years.

Mr. McCANN. What was your job with Hal Roach studios at the time on September 23, 1946?

Mr. DJERF. Construction superintendent.

Mr. McCANN. What was your salary?

Mr. DJERF. \$200 a week.

Mr. McCANN. How long had you been construction superintendent?

Mr. DJERF. Until the time they reopened after the war.

Mr. McCANN. What happened to you on September 23, 1946? Tell us what happened in the studio to carpenters.

Mr. DJERF. Well, I believe the 23d is the wrong date. On the 25th, which was a Wednesday—

Mr. McCANN. All right.

Mr. DJERF. I received orders to put the men on the hot set in gangs of five or six. If they refused to work, to ask them to leave the premises and give them their checks, if they so requested.

Mr. McCANN. Did you do so?

Mr. DJERF. I did.

Mr. McCANN. How many men did you let out?

Mr. DJERF. Oh, I believe it was 65.

Mr. McCANN. And when did they let you out?

Mr. DJERF. Well, I went out the following Monday.

Mr. McCANN. Did they give you a hot set to work on?

Mr. DJERF. No, sir. The following Monday was the day they brought in replacements. I walked off.

Mr. McCANN. You walked off?

Mr. DJERF. Right.

Mr. McCANN. And had the strike started or the lock-out started at that time?

Mr. DJERF. Yes, sir.

Mr. McCANN. When did they throw the picket line?

Mr. DJERF. That same Monday I walked off. There was no picket line until replacements were put in, you understand.

Mr. McCANN. Now, who was your boss in the studio that gave you that order?

Mr. DJERF. Mr. S. S. Van Keuren. I think that stands for Sidney Van Keuren.

Mr. McCANN. Who was his boss that gave him the order?

Mr. DJERF. Mr. Hal Roach, I believe.

Mr. McCANN. Which one of them is on the bargaining committee?

Mr. PRICE. Van Keuren. Roach was not. I am not sure whether Van Keuren—I believe it was Faust. Van Keuren would be the man.

Mr. McCANN. Do you think Van Keuren was on the bargaining committee?

Mr. PRICE. I think Faust was on the bargaining committee.

Mr. McCANN. Van Keuren was your boss?

Mr. DJERF. Correct.

Mr. McCANN. Let us have both of them this afternoon at 2 o'clock.

Mr. COBB. Hal Roach knew all about it.

Mr. PRICE. Roach didn't know anything about it. He was out of town.

Mr. McCANN. Those two we have to have. If we find Roach knows anything about it, we will bring him in.

I have no further questions to ask you, sir, unless someone else does.

Mr. KEARNS. You are excused.

Mr. McCANN. Did you have any conversation with Mr. Roach in connection with the discharge of these men?

Mr. DJERF. Not directly; no sir.

Mr. McCANN. Were you told by your foreman or by your boss that he had had conversations with Mr. Roach?

Mr. DJERF. No, sir.

Mr. McCANN. On this subject?

Mr. DJERF. No, sir.

Mr. McCANN. Do you know from hearsay or otherwise whether Mr. Roach had anything to do with the discharge of the men?

Mr. DJERF. I do not.

Mr. McCANN. That is all.

Mr. KEARNS. We will stand adjourned until 2 o'clock.

(At 11:50 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order, please.

Mr. McCANN. Mr. Mannix.

TESTIMONY OF EDWARD J. MANNIX—Recalled

Mr. McCANN. Mr. Mannix, you have been sworn, have you not?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Have a seat. For the purpose of the record, I would like for you to state what position you hold in M-G-M Studios.

Mr. MANNIX. Vice president of Loew's, Inc.

Mr. McCANN. Are you the executive chief in Los Angeles, Calif.

Mr. MANNIX. Well, I am one of the executive chiefs in Los Angeles.

Mr. McCANN. Who are the others?

Mr. MANNIX. Mr. Mayer—we have several other vice presidents. But so far as the operations of the studio are concerned, you can consider me as the chief.

Mr. McCANN. You are the chief when it comes to the operation of the studios?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Now, I notice from a list that has been given to me that you have been doing a bit of air travel back and forth over the country in connection with the labor troubles in Hollywood.

Mr. MANNIX. Yes, sir.

Mr. McCANN. In the first place, you made a trip on October 22, 1945, to Cincinnati, Washington, and Chicago with Eric Johnston and party.

Mr. MANNIX. I did not make the trip to Cincinnati.

Mr. McCANN. Did you go to Washington and Chicago?

Mr. MANNIX. I went to Washington and Miami; not Chicago.

Mr. McCANN. That was on October 29, 1945. And then January 29, 1946—

Mr. MANNIX. I will have to accept the dates.

Mr. McCANN. They have been furnished by your counsel. I assume that is correct. When you went to Washington, Mr. Mannix, you were with Mr. Freeman, Mr. Work, and possibly others, were you not?

Mr. MANNIX. Yes, sir.

Mr. McCANN. On the trip to Washington, D. C., were any labor leaders with you?

Mr. MANNIX. Richard Walsh went to Washington, D. C., with us.

Mr. McCANN. What is his position?

Mr. MANNIX. He is the international president of the IATSE.

Mr. McCANN. That was on October 29, 1945. That was prior to the directive which came out by the three-man committee?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Then on January 29, 1946, you went to Miami, Fla., with Mr. Freeman, Mr. Walsh, and possibly others. Was Mr. Walsh the head of the IATSE that went with you then?

Mr. MANNIX. Yes, sir.

Mr. McCANN. That was after the directive?

Mr. MANNIX. That was after the directive.

Mr. McCANN. I assume that at that time you discussed with Mr. Walsh the possible meaning of the directive?

Mr. MANNIX. Yes, sir.

Mr. McCANN. And did the members of the—or the representatives of the industry at that time inform Mr. Walsh it was their intention to carry through the terms of the directive?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Now, following that trip to Miami, I observe you took a trip on April 5, 1947, with Mr. Freeman, Mr. Boren, Mr. Benjamin, and Mr. Mitchell and possibly others?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Now, I want to ask you what that trip was about. Who you went to see on April 5, 1947.

Mr. MANNIX. We had a meeting in New York and we discussed the labor situation in Hollywood.

Mr. McCANN. That was following the directive?

Mr. MANNIX. That was—that was a year after the directive.

Mr. McCANN. That was a year after the directive. That is right. And that was after the clarification?

Mr. MANNIX. After the clarification.

Mr. McCANN. And on that trip did you have Mr. Walsh of the IATSE with you?

Mr. MANNIX. Mr. Walsh was in New York during that trip.

Mr. McCANN. And you saw him when you got to New York?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Who else did you see with him in New York?

Mr. MANNIX. Mr. Brewer was with him.

Mr. McCANN. Who were the company executives you saw on that trip to New York?

Mr. MANNIX. Why, we had a meeting with all the presidents of the studios. This was not the matter the meeting was called for, but we discussed this matter with the presidents while we were there.

Mr. McCANN. In other words, on April 5, 1947, you discussed with all of the presidents of the producers the problems which existed here in Hollywood, and at that time you had in the conference Mr. Walsh, president of the IATSE, and Mr. Brewer, the business agent of the IATSE here?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Now, just prior to that time is it not a fact that the National Labor Relations Board had come out with a decision?

Mr. MANNIX. Related to what, Mr. McCann?

Mr. McCANN. With a decision relating to the liability of the studios to those members of the IATSE who had been discharged for refusal to cross the picket line and other reasons.

Mr. MANNIX. Let me get it. A general order against the IA—I think that at that time there was a case of Warner Bros. with 44. There was something came out; I don't recall what it was.

Mr. McCANN. It was just before that time; was it, sir?

Mr. MANNIX. I couldn't place the date, Mr. McCann.

Mr. McCANN. At that time was there a discussion between your representatives of the industry and the presidents of the companies and the president and business agent of the IATSE with respect to the advisability of holding conferences with and having collective-bargaining talks with the members of the carpenters and other employees in the Conference of Studio Unions?

Mr. MANNIX. Yes, sir.

Mr. McCANN. That was—

Mr. MANNIX. That was discussed.

Mr. McCANN. Was it decided?

Mr. MANNIX. And agreed upon to meet with them.

Mr. McCANN. It was agreed upon at that meeting?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Was it agreed upon at that time that conferences would be held with these people, but that nothing would be done for them?

Mr. MANNIX. I can answer that question definitely no.

Mr. McCANN. You can answer it definitely no?

Mr. MANNIX. I couldn't see the reason of going to have a meeting to decide not to talk about anything.

Mr. McCANN. Wasn't it decided that it was advisable between the employer groups and the IATSE group that there should be some bargaining conferences with the representatives of the Conference of Studio Unions and the carpenters?

Mr. MANNIX. You had better repeat that question, because—

Mr. McCANN. Will you read it to him?

Mr. MANNIX. There are many, many complications.

(The question was read.)

Mr. MANNIX. I don't know what IA had to do with whether we met with the carpenters or not. They had nothing to do with it.

Mr. McCANN. That is not answering the question, my friend; and you are a smart man, so let's have your answer.

Mr. MANNIX. It wasn't my being smart that I didn't answer your question.

Mr. McCANN. I am not criticizing you; I am complimenting you.

Mr. MANNIX. The question directly I can't answer yes or no. Whichever I answered, I would be in difficulty. The meeting was held in New York and we discussed with the presidents the advisability of insisting—we had called upon the carpenters, we had called upon the others to meet. We always run into some difficulties in our conferences.

We come back and invited them again into a meeting, and I think our records—I think this invitation was by telegram; and they came to the meeting.

But I had nothing to do with whether we met with them or not.

Mr. McCANN. Didn't they discuss it with the presidents there, and were you—

Mr. MANNIX. Did they discuss it?

Mr. McCANN. Yes.

Mr. MANNIX. The matter was discussed, of course. It wasn't discussed for the IA to give any opinion on it.

Mr. McCANN. But I mean the IA was in on the conference, and it was decided it would be advisable—

Mr. MANNIX. A lot of things were discussed that didn't deal particularly with IA.

Mr. McCANN. Was it or was it not agreed upon at that time that regardless of the conferences that were to be held with the carpenters and the painters, that the studios were going to play ball exclusively with the IATSE, insofar as the work in Hollywood was concerned?

Mr. MANNIX. No, sir.

Mr. McCANN. That was not decided?

Mr. MANNIX. No, sir. We decided to meet with the carpenters and painters to do business with them. We didn't decide to meet with them not to do business with them. We decided to meet with the carpenters and painters to get a deal with them.

Mr. McCANN. Mr. Mannix, you and I know from experience sometimes bargaining conferences are held which are not in the best of faith. Sometimes bargaining conferences are held by unions when they are not in the best faith. They are simply demands and not bargaining conferences at all.

Perhaps you may have some experience with those. Have you ever had any experience with them?

Mr. MANNIX. I can only speak from my own experience. I don't enter into any conference except with an intention of arriving at some conclusion.

Mr. McCANN. That isn't what I had in mind. I say, have you ever known a union to come in and not confer with you, but to make a demand?

Mr. MANNIX. Yes, I have had demands made of me.

Mr. McCANN. Yes. In those cases it wasn't collective bargaining; was it?

Mr. MANNIX. Well, if you want to take the words "collective bargaining," I agree with you it was not collective bargaining.

Mr. McCANN. So there are times, too, when employers have met with unions not for the purpose of collective bargaining, but to meet the outward appearance of good faith?

Mr. MANNIX. I can't say that for the employer meetings. Just for the outward appearance of good faith. I don't think we ever met with the purpose of just the appearance of good faith with any union.

Mr. McCANN. I hadn't asked that question. I asked if that wasn't true, that that was done by employer groups. I didn't say that of you.

Mr. MANNIX. In generalities you are speaking possibly of the fact that that has happened. It hasn't happened in my experience dealing with unions.

Mr. McCANN. That is fine. Then you would say this: That the conference requested by the producers with the CSU, the carpenters, painters, and so forth, was a conference held in good faith for the purposes of collective bargaining?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Now, would you, in your own words, then tell me what the painters and the carpenters asked for when you met them for the purposes of collective bargaining?

Mr. MANNIX. After the date we were in New York, I never met with the carpenters or the painters.

Mr. McCANN. You didn't meet with them?

Mr. MANNIX. No.

Mr. McCANN. You didn't take any part in that?

Mr. MANNIX. I took no part in the conference.

Mr. McCANN. Let's forget that and go to the meeting of July 22, 1947. At that date you again made a trip to New York with Mr. Freeman, Mr. Boren, and Mr. Benjamin. Did Mr. Walsh and Mr. Brewer go with you on that trip?

Mr. MANNIX. I think that is the meeting you referred to in your previous designation of dates.

Mr. McCANN. I thought I had referred to April 5, sir.

Mr. MANNIX. I think that my memory serves me right, and there was only one trip to New York on that. It was one or the other of two dates. It was either April 5 or the July date.

Mr. McCANN. Were they with you on both trips, because this has been furnished to me by your counsel, this list of trips you took to New York, and you seem to have been a traveling man in those days?

Mr. MANNIX. If there was some record of what was discussed at this July date—I don't just recall a July meeting, Mr. McCann. It is very possible—July 26?

Mr. McCANN. July 22, sir.

Mr. MANNIX. Twenty-second. That is a month ago.

Mr. McCANN. Yes.

Mr. MANNIX. My memory should serve me back for a month.

Mr. McCANN. Do you recall that? Your counsel said it had nothing to do with this.

Mr. MANNIX. We met. It had nothing to do with this particular question that has been going on; had nothing to do with it at all.

Mr. McCANN. It was the April 5 meeting where you discussed whether or not you should meet with the carpenters, and so forth?

Mr. MANNIX. That is right.

Mr. McCANN. Mr. Mannix, we come back to a problem we have been discussing here this morning with the other witnesses, and we have had some rather interesting stories from individuals to the effect that members of the carpenters' union have been brought from different place to the lots where they were asked and assigned jobs on what was known as hot sets; and then were paid off as soon as they refused to work on those hot sets.

Now, we had a witness this morning—I have forgotten his name—from your organization. And a Mr. Walsh said that you were his immediate superior on that date and he was instructed to assign these carpenters to work on hot sets, and that after assigning them to these hot sets they walked off—approximately 200 carpenters, I believe. And then the next day he stated approximately the same thing happened to 175 painters.

Now, Mr. Mannix, the question I want to ask you is: Was that done on your judgment alone, or was it done on the judgment of a group, or by agreement between a group, or several people?

Mr. MANNIX. Well, let me try to answer that question in a rather long, long explanation. I have got to start away back to answer the question.

In early September the Conference of Studio Unions, Mr. Cambiano, of the carpenters, and Mr. Skelton, and Mr. Sorrell, and a group of others, asked for a meeting with the labor committee. We met one afternoon and we were told then that the next morning at 6 o'clock these sets would be declared hot.

So they left and the next morning certain carpenters refused to do certain assigned work to them. A number of the carpenters—a good many of them during the next 5 or 6 or 8 days, I don't recall—stayed on the job doing their work. It came about that the dispute came up over the question of trim being put on sets. That was carpenters' work and the erection was the set erectors'.

While we were building the sets in the mills, it had no effect whatsoever on the jurisdictional dispute, because the carpenters were doing the work they were supposed to do in their minds, and the set erectors were supposed to do theirs under the terms of the directive.

So each studio had a little different situation to contend with. For instance, our studio had a larger mill space than some other studio. We could afford to go on and build—keep the carpenters employed for a long period. But what happened as time went on, the carpenters in the mill, when they would build a set and we put it on the stage for erection of certain work to be done, and trim to be put on by the other people at this time, they said they would not work in the mill.

So we were faced with a strangulation of work there. We had a certain amount of work we could carry on with, but there was a limit to it, a sort of reserve we had. As we used up the sets in the pictures and there were no new ones to be built, we had to demand the work be done. We met, the labor committee met, and we met during that week, discussing what was going on in the studios.

Mr. McCANN. When did that labor committee meet?

Mr. MANNIX. Sometime between the 1st of September—what is the date?—the 13th of September; is that the established date the carpenters came and gave the ultimatum? I don't want to mention the 7th or 12th or 13th, and then say it is somewhere in this period.

Mr. McCANN. As I understand it, the ultimatum was given to you on the 11th day of September.

Mr. MANNIX. The 11th day of September. And we met for the next week, I should say, most every day, our committee, in checking up what was going on in the studios.

Mr. McCANN. You mean, now, the labor committee of the majors?

Mr. MANNIX. The labor committee of the majors. We met and discussed the situation. When we found it was getting now to where you had to close down, make a decision or close down, we assigned the carpenters as the jobs came up, and we assigned them to do the work.

Now, every man who was assigned and refused to do it, we asked him to leave the premises for refusing to carry on the assignment assigned to him.

Eventually what happened, every man that was a member of the carpenters union was assigned a job. Up to that time all carpenter work—and there was a closed shop with carpenters—a closed shop

with the IA unions. We assigned them to jobs and they refused to do them, and we laid them off.

It is right that one day there was a lot of assignments. We assigned a lot of jobs to men and they refused to do them, and they were asked to leave the premises. The records will show that. I think it will show 120, 125 at Metro.

Mr. McCANN. Now, we get down to this point : I haven't any doubt, because the evidence clearly and conclusively shows that some men were laid off before the 23d, but we have now definite proof, I think, we can say, that on the 23d in the major studios large groups of carpenters, some of whom hadn't done a day's work in carpentry for 15 or 20 years, were assigned to carpenter work on hot sets, and they were all laid off on that day unless they were off on vacation. There was some other excuse for it; is that true?

Mr. MANNIX. Mr. McCann, I don't think that is quite a statement of fact, they never did carpentry work for 15 years.

Mr. McCANN. We have had testimony to that effect.

Mr. MANNIX. I think the assignment of work may not have been carpentry work of building sets. They must have been doing carpentry work to be on the job they were on.

Mr. McCANN. Some of these men, Mr. Mannix—I am not trying to take advantage of you, I am dealing with you over the table—have testified they have been assistant superintendents, they have directed work, they have laid out carpentry work for others to do. And as a result, they haven't had to do any personal carpentry work for many years.

And either one or two of these men testified yesterday that they were asked to work on the hot sets.

Mr. MANNIX. Well, Mr. McCann, this may seem very strange, but I had no knowledge of that until you told me. The kind of men I thought you were referring to were the men doing maintenance work around the studio. This is the first time I have heard of what you have just said. I don't deny it may have happened. I couldn't testify one way or the other for it.

Mr. McCANN. Now, Mr. Mannix, we have had this testimony, and I want to check with you on it: We have had testimony that the order went out and was executed that on the 23d of December every member of local 946 of the carpenters union was to be assigned a hot set and if he didn't do that work on that day he was to be discharged. Was that true, in your plant?

Mr. MANNIX. I don't think that the question of every member of 946 was to be assigned a hot set, and discharged, was ever used.

I think that in our discussions we said we would assign to carpenters carpentry work to do. And if they refused to do it, they would be asked to leave the premises.

Mr. McCANN. When did that discussion take place?

Mr. MANNIX. I would think it took place sometime 2 or 3 days prior to the 23d.

Mr. McCANN. And who was there?

Mr. MANNIX. The labor committee.

Mr. McCANN. All of them were there?

Mr. MANNIX. I presume they were all there. It was quite an important meeting.

Mr. McCANN. That was agreed to by the labor committee, as a joint policy, and was executed by the representatives of the several companies, as soon as they could get back to their plants?

Mr. MANNIX. The function—

Mr. McCANN. Can you answer that?

Mr. MANNIX. The function of the labor committee recommends to its members what would be the thing to do. They have no instructions from the labor committee what they should do. The recommendation was to assign these men to the jobs.

Mr. McCANN. All right.

Mr. MANNIX. That was carried out.

Mr. McCANN. All I want from you, sir, is the fact that the labor committee recommended this policy to each of the companies to be followed by them.

Mr. MANNIX. They recommended, each representative on the labor committee, and the labor committeemen went back and took it up with the executives, and then a decision was made by the executives. So it was evidently unanimously carried out in the industry.

Mr. McCANN. Mr. Mannix, there is just one thing wrong with this story, so far as I see it. I am going to ask you for an answer to this: Who told your committee to make that policy?

Mr. MANNIX. Who told them?

Mr. McCANN. Yes.

Mr. MANNIX. I think it came out of a joint discussion of the committee.

Mr. McCANN. It didn't come from New York?

Mr. MANNIX. No, sir.

Mr. McCANN. No suggestion of it?

Mr. MANNIX. No suggestion of it.

Mr. McCANN. No one telephoned anyone, to your knowledge, and said, "This is to be done"?

Mr. MANNIX. That I couldn't say. Now, I couldn't testify to that, who telephoned New York. I know there was no instructions from New York what we should do. New York was advised what we were doing; that is a different thing. But New York didn't call us and tell us what to do.

Mr. McCANN. All right. Mr. Mannix, I believe you are an honest witness. I want an honest answer. When you received this recommendation from this labor committee, did you act on that without getting a clearance from New York?

Mr. MANNIX. The question of whether I spoke to New York about it—

Mr. McCANN. I asked if you had a clearance from New York before you did it.

Mr. MANNIX. I didn't get any clearance from New York.

Mr. McCANN. What did you get?

Mr. MANNIX. I told New York what I was going to do.

Mr. McCANN. You told New York what you were going to do?

Mr. MANNIX. Yes, sir; and the reason I was doing it.

Mr. McCANN. Did you get any instructions, either personally, or any type of instructions from anyone else in that group that this was to be what you ought to do?

Mr. MANNIX. Mr. McCann—

Mr. McCANN. I just want the truth.

Mr. MANNIX. I will answer it as truthfully as I can. I was the representative of our company in Hollywood. What was going on in Hollywood, I have discussed with our president—not for instructions, but to advise him—he had to rely on my judgment out here, to make the recommendation for him as to what was to be done.

Surely he approved it. Surely, in the discussions many things may have been said between us that I may have taken—but it was my telephone call, it was my message. It wasn't he to me. I called him. I told him what we were going to do. Of course, he approved of it. He knew exactly everything we were going to do every minute. I wouldn't be involved in a situation with the tremendous importance this was without advising him. I would have been remiss in my duties if I didn't tell him.

I didn't only tell him, but I told Mr. Mayer and everyone else. But the responsibility of acting was mine. The responsibility of the results was his.

Mr. McCANN. All right. Now, who is your president?

Mr. MANNIX. Mr. Nicholas Schenck.

Mr. McCANN. Mr. Mannix, I work under the chairman. I consult with him. He renders the final judgment here. I am just counsel for the committee, and I think I understand your problem. But I want to ask you this: The other members of that board who were sitting around and who acted exactly as you acted at the same time you acted, were they acting as individuals or were they acting under the orders of their presidents from New York?

Mr. MANNIX. I think at these meetings they were all acting as individuals.

Mr. McCANN. And yet you think they did consult with the presidents of their organizations, as you did in New York, and received clearance from them before they took this momentous step?

Mr. MANNIX. I don't think we could have anticipated and asked for an approval before. We had to formulate a plan and the action against us formulated a plan we had. We wanted the studios open. We didn't want any strike. The strike wasn't by the choosing of the producers.

We pleaded with them, both sides, to keep the studios open. We pleaded with them on the directive, to operate under it. It was no advantage for us. An employer gets none of the best of strikes. How can we get any of the best of it?

Mr. McCANN. Did you, before you took your step, consult with Mr. Walsh of the IATSE?

Mr. MANNIX. Oh, there is every reason in the world why I should have told him what it looked like, what was going to happen.

Mr. McCANN. Did he tell you that when you let the carpenters go and the painters go he would fill those places?

Mr. MANNIX. He said he would do everything he could to keep the studios open.

Mr. McCANN. And so we have this: Two or three days before the meeting, or before the 23d day of September, there was a conference at which the members of the labor committee arrived at an agreement that it would be necessary for them to assign the members of local 946 to hot sets.

Mr. MANNIX. Why not the carpentry work, and instead of hot sets the carpentry work, which they considered hot sets. We didn't consider them hot sets. They considered them hot sets, the carpenters. We had no such thing as a hot set, so far as the employers were concerned.

Mr. McCANN. Let me revamp it, to suit you, sir. They should be assigned to carpentry work which had been designated by their stewards as hot sets—

Mr. MANNIX. Yes, sir.

Mr. McCANN. Is that accurate?

Mr. MANNIX. Yes, sir.

Mr. McCANN. And that it was agreed among all of the major producers' labor committee that that should be done at one time, and that the carpenters who refused to do this work should be asked to leave the premises? Is that correct up to this time?

Mr. MANNIX. Can I add to that?

Mr. McCANN. Well, I am going to add to it myself in a minute. I want to know if that is correct up to this time.

Mr. MANNIX. Up to that, it is correct.

Mr. McCANN. Then you and your associates submitted the plan to New York and discussed it with the presidents of your companies?

Mr. MANNIX. Now, you keep that in the singular, which I did. I know nothing of what the others did.

Mr. McCANN. You submitted that to the president of your company and discussed it with him?

Mr. MANNIX. Yes, sir.

Mr. McCANN. And he approved your judgment and the action of the committee?

Mr. MANNIX. Yes, sir.

Mr. McCANN. And then on the 23d day of September, approximately 200 carpenters were pulled from all of the work that they were doing in the studios, and were assigned to specific jobs which had been designated as hot sets by their stewards, and upon their failure and refusal to work on those jobs, they were all asked to leave the premises and paid off; is that accurate?

Mr. MANNIX. It is quite dramatic in the way you put it.

Mr. McCANN. I don't mean it as drama, sir. I mean it as a fact.

Mr. MANNIX. The way you presented it—I think if you would say the men were assigned to the sets to do carpentry work, which they had designated hot—the number I don't want to testify yes or no to. There were a number of carpenters assigned to it. Not all carpenters, because it was over a period of—how many days were they laid off? The 23d date, and why it happened at that date—it was a question then of closing the studios down or not.

They had to build sets. Sets had to be built. You want to bear in mind it was the 11th day of September when the carpenters refused to put on any mill or trim work. That is the day they refused. It is 12 days later that this happened.

Now, there was just—you just run out of material at that time. There was no more sets.

Mr. McCANN. Mr. Mannix, I am not challenging the soundness of your judgment. I am not challenging the reason for your action. I

am only questioning you as to the unity of action by the representatives of the producers on that occasion.

They agreed to this program, did they not?

Mr. MANNIX. I agreed to the program and put it into effect.

Mr. McCANN. And you put it into effect on the 23d?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Any questions, Mr. Chairman?

Mr. KEARNS. Mr. Mannix, as I understand, this is an investigation, not a trial. There are certain things that we must clear for the record. You probably have noticed my comments. I intend to find out, while I am here, whether the movie industry is run by management on the grounds or absentee management.

To me it is an important factor whether or not these carpenters were told to get out by men who were running a job here in Hollywood, or told to get out by men in New York, because the testimony this morning which, to me, is very important, was definitely established here that Twentieth Century-Fox is absolutely bona fide local management.

When this situation arose, the man who was locally in charge here of Twentieth Century-Fox had an opinion from his attorney regarding the ultimatum handed in by the carpenters, so the attorney gave him his opinion. He told these men, the carpenters, that if they would not work on sets assigned to them, that they would have to leave the lot. They would be paid off.

Now, it is quite obvious from your testimony here that Metro-Goldwyn-Mayer is in a little different position than Twentieth Century-Fox. You stated here, Mr. Mannix, that your president doesn't call you as much as you call him; is that correct?

Mr. MANNIX. Yes, sir.

Mr. KEARNS. In other words, you then are really running Metro-Goldwyn-Mayer and you are located in Hollywood?

Mr. MANNIX. Yes, sir. I say, "Yes, sir." My location—I will answer your question more thoroughly.

Mr. KEARNS. I would take it, then, your president of Metro-Goldwyn-Mayer relies entirely upon your judgment as to the operation, and you make designations then such as you did in this case, where you felt that inasmuch as the carpenters had served your company with this ultimatum that, in your good judgment, the thing to do was to operate without them if they didn't want to work on jobs assigned to them, regardless of their principles or the regulations of their union, and then you notified your president of your decision, and then he said to you, as vice president in charge of operations, "You use your own judgment. If that is what you decree, that is the thing to do"?

Mr. MANNIX. Yes. May I add to that in this respect: I myself was aided by legal counsel in my decision, I mean by—in advising Mr. Schenck I told him I had discussed it with counsel. In fact, counsel was present at the meeting we had.

Mr. KEARNS. You have counsel?

Mr. MANNIX. Counsel was present at our labor meeting. We didn't act without counsel.

Mr. KEARNS. Did your counsel advise that the carpenters were in violation of the Wagner Act when they did this?

Mr. MANNIX. I don't know whether the Wagner Act played a part in this particular situation of the strike.

Mr. KEARNS. Well, they threatened to quit work, didn't they?

Mr. MANNIX. They threatened—they did quit work.

Mr. KEARNS. Mr. Mannix—

Mr. MANNIX. I didn't answer that question more directly, Congressman, because I don't recall the discussion at that particular time about the Wagner Act in this particular instance.

The Wagner Act has been discussed so much in the last 4 or 5 years—

Mr. KEARNS. I just wondered. I just asked you that for the record.

Mr. MANNIX. I don't think we differ much from Twentieth Century-Fox in operation, Congressman. Fox's representatives were present at this meeting. His lawyer, I think, was present at the meeting, and he was advised of that.

I am quite confident he advised somebody what the decision of the committee was.

Mr. KEARNS. He said his decision was absolutely his.

Mr. MANNIX. Well, I might have said that my decision was absolutely mine, but I have been vetoed many times by my president.

What I approved at this particular time—he said, "You go ahead. You are on the front yourself; you can make the decision."

I don't want you folks to assume I run Loew's, Inc. I am an employee. I liken myself to Mr. McCann's comparison. I discuss matters with Mr. Schenck. Many times my ideas, he approves them. Many times he says "No." Mr. Schenck happens to be a very, very brilliant man. I would be very unwise not to take advantage of his good judgment at times. That is why I call him more often than he calls me. I appreciate the fact I have someone that can give me a good, sane decision, and I call him.

I think Twentieth Century may be a little different. The chairman of the board is here in California and he can walk across the hall and talk to him, and he can give a decision.

But I do not run the destiny of our company. I just make recommendations and they are approved or disapproved.

Mr. KEARNS. You don't think that Mr. Meyer then was acting solely on his own—that he had some other advice from up above?

Mr. MANNIX. I imagine he had some other advice. I mean I think his lawyer or somebody, but you do assume a certain amount of importance when you are in that position—to make a decision. No question about it that he was sent to make the decision. He had authority to make it.

But I am sure he would be careful, even with the authority to discuss the conclusions of the meeting. I think the fact he was given the authority—he was truthful when he said, "I had the authority to do it," and it was his.

But it doesn't seem that Fred would act without saying to Mr. Skouras or Mr. Schenck or Mr. Zanuck, "These are the conclusions we came to at the labor meeting. Do you approve them or don't you approve them?" I am sure that is what happened.

Mr. KEARNS. I have a couple of other questions.

On September 23, when these carpenters walked out of your studio, with them walked out some of your best lay-out men and detail men. Did you not feel, as the head of your company here, that as they walked out of your doors you were losing some of the best skilled employees that you had in your possession, that you had brought up with that industry, and that it would take a long time to replace them?

Mr. MANNIX. Congressman, an organization we built for 20 years was disrupted at that time. Of course, I knew I was losing a lot of valuable men. I knew it was going to cost me money to reorganize.

I was hopeful at all times it would be a very short strike. I didn't see the justifiability of the strike at all. I thought it would be a short strike.

I lived with that hope. As time went on, I said, "Here I have got to build a new organization." Building a new organization isn't a very easy task. But you can rebuild, and we have rebuilt. But it has been 9 months that we have been rebuilding. It is always costly to rebuild anything.

Mr. KEARNS When you decided to keep the studios open, through an agreement you had, as you testified here, with the IA, they said they would try to keep the studios open, even when you accepted the—may I put it this way: You accepted the suggestion of Mr. Walsh, when he said he would try to keep the studios open, and it has never been the intention, I imagine, of management of the studios to keep these carpenters out permanently?

Mr. MANNIX. It has never been our intention to keep them out permanently.

Mr. KEARNS. It has never been your intention?

Mr. MANNIX. Never.

Mr. KEARNS. That is all the questions I have.

Mr. McCANN. I have a few more questions that have been presented here.

Here is one that is presented by Mr. McMahon. Did the August 31, 1946, ultimatum of the IATSE, as given in the letter of Richard Walsh, play any part in the making of your decision between September 11 and 23?

Mr. MANNIX. What was the letter?

Mr. McCANN. Does somebody have the letter here for me?

Mr. McMAHON. Here.

Mr. MANNIX. I don't think we have to get the letter. Whether Walsh sent us a letter in August with an ultimatum in it—it would be received with the same fear and the same feeling as if the letter came from any other union.

An international sends you a letter that—I don't know what the letter was, whether Walsh threatend to close us down or not. I don't think so. I never received that kind of a letter from him. What is the letter, now?

Mr. McCANN. This letter, sir, was written August 31, 1946, closing with this paragraph:

If the committee's decision as originally rendered is not fully complied with by you—

I assume, Mr. Chairman, that refers to the three-man committee—this International Alliance will take such action as may be necessary to protect its interests.

Mr. MANNIX. It worried us. We didn't know what the letter meant, but it worried us a whole lot. It caused me a lot of concern. I didn't sleep that night, trying to figure it out.

Mr. McCANN. Now, I have two questions which have been presented by Mr. Esterman.

To what extent did Twentieth Century-Fox participate in the labor committee meetings between September 11 and September 23, and by whom were they represented?

Mr. MANNIX. Well, I have no records of the meetings, and what was said by Twentieth Century-Fox I could not attempt to repeat. Whether they were there at each meeting—I would have to refer to the labor file of who was at the meeting, to answer that question.

Both of the questions, it would be unfair for me to answer them.

Mr. McCANN. At some of those meetings you were conscious of the fact Mr. Meyer was present as a representative?

Mr. MANNIX. He may have been there. He may have been there at some of the meetings.

Mr. McCANN. He was there?

Mr. MANNIX. He may have been there at all of the meetings. I couldn't answer the question under oath whether he was there at all the meetings or not.

Mr. McCANN. I understand. We are not asking you that. Isn't it true that the major studios, through the labor committee, determined upon a policy which resulted in uniform treatment throughout the industry of the painters and carpenters?

Mr. MANNIX. Is it not true that the labor committee had the uniform—

Mr. McCANN. I will read it. Read the question.

(The question was read.)

Mr. MANNIX. I think the uniform treatment was, any man who refused to do a job assigned to him for the—because by the carpenters designating sets "hot," I think at that particular time we wanted to keep our studios open, and a man was assigned to do a job and he didn't do it when asked, and he was asked to leave the premises.

Mr. McCANN. Has your company discharged any IATSE men or discriminated against any of them in any way, as a result of any hot sets, hot-set declaration by the IATSE?

Mr. MANNIX. I couldn't answer that question. I don't know when, where, or what time or when, in what year, I mean.

Mr. McCANN. You don't know, you mean?

Mr. MANNIX. I don't know. I couldn't answer that.

Mr. McCANN. Is it not true that the only discharges resulting from hot-set disputes were those of CSU people.

Mr. MANNIX. I would think, to the best of my knowledge and belief, that is true.

Mr. McCANN. I am reading now from statements that were made by Mr. Walsh before his national convention, and I am asked by Mr. Cobb to present these questions.

The meeting broke up—

for your benefit, that was a meeting in New York City, as I understand, between Mr. Hutcheson and Mr. Walsh, to try to determinate who should have jurisdiction over set erection in Hollywood. Going back:

The meeting broke up, and as I walked down Broadway with Nick Selenick, he said, "Can you run the studios?" I said "Well, we will make an honest effort to do it. There are some 4,000 people out. There is no loose manpower around."

"But," I said, "we must keep our theaters operating. If the studios shut down, our sets shut down, because it is a source from which they feed. We will

run the studios, but only on the one condition that you have no contracts whatever with any of the people who are out on strike."

Mr. LUDDY. In fairness, indicate that relates to the 1945 strike.

Mr. McCANN. That is the 1945 strike, sir.

I will ask you if you know of any such conversation that took place between Mr. Walsh and Mr. Schenck.

Mr. MANNIX. I have heard this read in the record here at a previous session of this investigation. That is the first time I heard of it.

This is the second time I have heard of it. Both times it is in evidence in this investigation. Those are the only two times I heard of it.

Mr. McCANN. You have heard this whole thing read before?

Mr. MANNIX. Yes; all read before.

Mr. McCANN. You have knowledge personally of it?

Mr. MANNIX. Thorough knowledge. I prevailed upon Mr. Walsh, spoke to Mr. Walsh, with a meeting with Mr. Hutcheson, that particular meeting you are talking about—and Mr. Walsh went from California back to meet with Mr. Hutcheson. I recall that part of the meeting. I don't know what happened at the meeting. I have heard many stories about it. I heard the story that was read in here, and I heard Mr. Casey's testimony about it.

Mr. McCANN. I am not going to read more of that to you, when you know nothing about it.

We have two other questions submitted by Mr. Cobb.

When did you learn that the IA's were going to apply to the Labor Board to be certified as bargaining agent for carpenters?

Mr. MANNIX. For carpenters?

Mr. McCANN. Yes.

Mr. MANNIX. I can't answer that, except from hearsay. On the 19th of August was the first I heard of it; 19th of August.

Mr. McCANN. From whom did you hear that, sir?

Mr. MANNIX. I couldn't tell you from whom—I don't know whether it was from one of our lawyers or someone at the studio. I also read a squib in the newspaper.

Mr. McCANN. Another question by Mr. Cobb. Was there any other representative besides Mr. Meyer, of Twentieth Century-Fox, in your several meetings in September? Do you recall anyone else there representing Twentieth Century-Fox?

Mr. MANNIX. His attorney may have been there. I believe he was. I would have to look up the records on that, from the labor committee. Someone here can tell you. Mr. Casey can tell you, or someone can tell you.

Mr. McCANN. Mr. Meyer testified that he consulted with his attorney. I assume he was there.

Mr. MANNIX. Yes.

Mr. McCANN. Do you know the attorney for Twentieth Century-Fox?

Mr. MANNIX. Al Wright.

Mr. McCANN. Did he know and agree to the plan you have described?

Mr. MANNIX. I would rather not answer that question.

Mr. McCANN. I know. Did he express any opinions there in your presence? Did he know of it?

Mr. MANNIX. Yes. I am quite confident he knew of the plan.

Mr. McCANN. And agreed to it?

Mr. MANNIX. Now, I say I am quite confident.

Mr. McCANN. You want to stop there. Fine. Who suggested the procedure that was used in the various studios of the various companies? I assume that means with respect to discharging the employees, Mr. Cobb?

Mr. COBB. Yes.

Mr. MANNIX. Well now, when you have 8 or 10 men sitting around a table and you are discussing what you are going to do, it is very difficult who is responsible for this or who is responsible for that. Some one of the eight men—

Mr. McCANN. If you don't know, say so. If you know who suggested the plan, tell us.

Mr. MANNIX. I don't recall who suggested the plan.

Mr. McCANN. That was rather an important plan, wasn't it?

Mr. MANNIX. It still could come out of the opinion of a lot of men, without one man having the idea. That is why I say I don't know.

Mr. McCANN. It was the opinion of all of them, the idea of all of them, rather than the opinion of one of them?

Mr. MANNIX. I would say it was the consensus of opinion.

Mr. McCANN. Consensus of opinion. In your New York, April 5, 1947, conference, when you discussed a conference with carpenters, did you discuss and agree upon the terms you would submit to the carpenters?

Mr. LEVY. Whose question?

Mr. McCANN. Mr. Cobb's question.

Mr. MANNIX. Did we agree on the terms that we would submit; is that the question?

Mr. McCANN. That is right.

Mr. MANNIX. There were no terms discussed. The terms were already arrived at. We had a—we believed we had a contract. We were given a wage scale. That was in effect. They didn't strike over wages. They struck over a jurisdictional dispute. We could not come to any conclusions on that.

We agreed among ourselves that under certain conditions we would have the carpenters back in the studios. That was submitted to them.

Mr. McCANN. What conditions were they?

Mr. MANNIX. Well, Mr. McCANN, we can get the—it was put in writing to the carpenters and put in writing to the painters, so you can get that record without me trying to remember it. I am sure I wouldn't give you all of the four points correctly.

Mr. PRICE. It is in the record.

Mr. McCANN. Is that in the record of the minutes where Mr. Boren stated on such-and-such conditions, and so forth?

Mr. PRICE. Yes, sir.

Mr. McCANN. That is what you mean, sir?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Was that agreed to in New York?

Mr. MANNIX. Agreed to in New York with who?

Mr. McCANN. That is what we want to know.

Mr. MANNIX. It was agreed in New York with the presidents of the companies. You don't care about who in New York; all right.

Mr. McCANN. What did you discuss and agree upon relative to the December 26, 1945, decision?

Mr. MANNIX. We came to the conclusion that we were a party to an agreement. And that agreement would be put into effect, and we would live up to it. We sent a representative to Cincinnati. The carpenters had a representative in Cincinnati. The IA went to Cincinnati.

They appointed a committee and we agreed as one of the three parties we would be bound by the findings of the three vice presidents, or three international presidents.

And we have said we are going to live up to that. We will live up to it. We have every intention of living up to it.

Mr. McCANN. That is what you told them when you met with them to bargain collectively?

Mr. MANNIX. Yes, sir.

Mr. McCANN. There is one other question by Mr. Cobb. After that I want to ask a question on a point.

What was discussed and agreed upon relative to a no-strike clause? Well, was that one of those conditions?

Mr. MANNIX. That was one of the conditions.

Mr. McCANN. Mr. Mannix, it has been testified here before us during the past 2 or 3 weeks that there was a decision handed down by the three-man committee on December 26, 1945, and that the IATSE and the producers interpreted that decision as meaning that set erection was given to the IATSE. Was that your opinion?

Mr. MANNIX. Yes, sir.

Mr. McCANN. It has been testified before this committee by the three men who made the clarification in August of 1946 that it was never their intention to take from the carpenters the work of set erection, and they have so testified before us repeatedly. Does that make any difference to you?

Mr. MANNIX. Mr. McCann, in the trip I made to Miami, Fla.—

Mr. McCANN. I want to get his answer. I think he is able to take care of himself, gentlemen.

Mr. PRICE. It is an unfair statement of the evidence.

Mr. McCANN. I didn't mean to be unfair. What is unfair about that statement?

Mr. KEARNS. We will have the reporter read the question.

(The question was read.)

Mr. KEARNS. We will settle that in a hurry. You are excused from the stand.

TESTIMONY OF FELIX H. KNIGHT—Recalled

Mr. KEARNS. Mr. Knight, I call you to the stand for one question. The question asked by counsel, is it fairly stated or not fairly stated, in view of your testimony?

Mr. KNIGHT. Well, we made very definite one thing, I recall. It wasn't the intention of the committee to take from the carpenters or anyone else work that was historically their work, and they were doing. The exact language in that question, I wouldn't be definite on that. I am definite on the other, because I have heard it talked about so much since.

Mr. KEARNS. The testimony of the committee, Mr. Knight, stated here was that in their directive they never in any way expressed the

idea that the carpentry work was to be taken away from the carpenters. Isn't that correct?

Mr. PRICE. I think you used the word "expressed," which is the word I quarrel with.

Mr. KEARNS. Read the question.

(The question was read.)

Mr. KEARNS. Well, I think, in view of your testimony you stated here, it wasn't your intention; isn't that correct?

Mr. KNIGHT. Not to take away from the carpenters or any other craft that was historically theirs, is the words that were used; historically their work and they were doing.

Mr. KEARNS. All right. Thank you, Mr. Knight. I will hold the question as being valid.

TESTIMONY OF EDWARD J. MANNIX—Resumed

Mr. McCANN. We will change it just enough to conform with that, now.

Mr. Mannix, it has been testified here—you have just heard it—it was not the intention of the three-man committee to take away from the carpenters any work which was historically theirs, which had been done by them over the years.

I will now ask you the question whether or not until 1945 the carpenters were those who did the set erection work in the studios in Hollywood?

Mr. MANNIX. I believe they were. There was certain sets in the studios that have always been in dispute, whether they were prop-making sets or carpenter sets—that has been our great trouble—the start of the jurisdiction, the work between propmakers and carpenters.

But I want to answer this question as you asked it, because it refers to—I went to Miami, as I started to answer before, in January, and appeared before the American Federation of Labor committee.

Just as this award had been made, Mr. Dan Tobin, president of the Teamsters Union, in that meeting, asked me a direct question. He said, "Is the work assigned here, has that previously been carpenters' work?"

I said, "Yes, Mr. Tobin."

He said, "About how many men will it affect in the studios?"

I said, "It is very difficult for me to answer." I said "It is somewhere between 300 and 350 men." That was at the time, that was in January 1946, I believe.

Now, at that time I made the statement before the American—I was just as astonished when the directive came out as anyone else. I made the statement there, and I believe Mr. Walsh was at the meeting and Mr. Eric Johnston was at the meeting, Mr. Frank Freeman, and it was understood at that time—I do not know whether Mr. Knight was present at this meeting, and Mr. Doherty—

Mr. McCANN. Just a minute. Mr. Knight, were you present at this meeting?

Mr. KNIGHT. I was.

Mr. McCANN. You were?

Mr. KNIGHT. Yes.

Mr. MANNIX. I made the definite statement there, and that is all I can say about that meeting.

Mr. McCANN. Mr. Mannix, there is only one bit of testimony, and I want to say this publicly in front of you and Mr. Knight, that absolutely places this three-man committee on the horns of a dilemma, and that is that you were at that meeting and Mr. Tobin asked you that question, and that you answered that question and the committee didn't say one word.

That emphatically, Mr. Chairman, seems to me to be the strongest evidence before this committee, that the three-man committee at that time meant what they say they didn't mean, to take away from the carpenters something which had been historically their work.

Now, I would like to ask one further question of Mr. Knight while he is here. I think this is the place to do it.

Mr. Knight, was any statement made by any one of the three members of the committee, when this question was asked by Mr. Tobin and answered by Mr. Mannix?

Mr. KNIGHT. I think all of the committee discussed the occurrence after the council was in executive session. I don't know they spoke at the time that Mr. Tobin—at that time, while they were present. The question Mr. Tobin asked Mr. Mannix—

Mr. McCANN. Did any one of you say that was not your intention, to take any work away from the carpenters?

Mr. KNIGHT. I don't recall whether that language was used at that time or not.

Mr. McCANN. I wanted to clear that in the record, Mr. Chairman.

Mr. BENJAMIN. Mr. Chairman, may I call it to your attention, that the previous Mr. Doherty is express on that point. He don't recall any protest of any kind that was made by the committee or any member of the committee.

Mr. McCANN. I wanted to get that in the record, Mr. Chairman, because I think it is very important.

Mr. KEARNS. Mr. Knight is the chairman of that committee. That is why I asked him to stay here. I accept his authority as chairman. That is why Mr. Knight is here. I honor Mr. Knight's judgment, and I know he is a very sincere and honest man. I take his word for his testimony as being very sincere.

Mr. KNIGHT. I think Mr. Doherty, when he made that statement, had the same thing in mind that I have attempted to express here, that we didn't discuss that or the question asked by Mr. Tobin nor the answer by Mr. Mannix. When Mr. Mannix and the other studiao people were in the council room, that is. But I think every one of us discussed it, as every other member of the council did, after they went into executive session.

Mr. McCANN. Was anything put on the record at that time, Mr. Knight, in the minutes of the council, to indicate that it was not the intention of the three-man committee to take away from any carpenter the work which he had historically done?

Mr. KNIGHT. There is nothing in the minutes, as the minutes are not verbatim of the council's discussion. There was a shorthand man there that was expected to take the statement of every member of the council on all subjects discussed by the council in executive session.

Mr. KEARNS. That could be made available, couldn't it?

Mr. KNIGHT. I think so; yes.

Mr. KEARNS. Mr. Knight, I hold you responsible to do your utmost to furnish this committee with that record.

Mr. KNIGHT. I can request President Green to furnish it.

Mr. KEARNS. Yes. If you can't get it, I will know it can't be gotten.

Mr. KNIGHT. I will request Mr. Green to furnish to you or Mr. McCann that information.

Mr. KEARNS. All right, sir.

Now, right following that, Mr. Counsel, then, where was the decision rendered, the interpretation of the decision to gentlemen like Mr. Mannix, as to how they could act? Who rendered the interpretation of the directive?

Mr. McCANN. You mean the interpretation of the original decision?

Mr. KEARNS. Yes; which they say they never intended to be that way, to take work rightfully away from some man that was historically his.

Mr. McCANN. I think that ought to be directed to Mr. Mannix, who rendered that interpretation.

Mr. MANNIX. It is referred to as the clarification.

Mr. KEARNS. Wait a minute. What I am trying to get at here is, did the council do this for the movie industry, or did management do it?

Mr. MANNIX. What is that, Congressman? I don't quite—

Mr. KEARNS. Decide that the work would be taken away from the carpenters and given to the IA?

Mr. MANNIX. I think the directive itself—management is the only one that could interpret that. You call on your attorneys to interpret that directive—set erection was set erection. It described set erection on the stages.

I think that was what the lines are, with the exception of—they made an exception of what you could do on the stages. You couldn't put mill or trim work—be put on by the set erectors. It was an obvious conclusion. It had what they could not do. They could do everything else but this. That is what the directive reads. They can build the sets on the stage, but they couldn't put the mill and trim work on them. It was conclusive at the time. At least, it is my interpretation of the directive, with the exclusion of mill and trim work, the other work was for the set erectors.

Mr. KEARNS. When I went through the studios, the carpenters said, "We used to do that [indicating]. We didn't do that after the directive."

Mr. MANNIX. I agree with you. I think before the directive, most of that work was done by the carpenters.

Mr. KEARNS. The other fellow said, "It was always mine."

Mr. MANNIX. The carpenters?

Mr. KEARNS. No, the IA boys.

Mr. MANNIX. It all depends on what kind of a set you have. If it was a ship or bar, it all depends on what kind of a set. There has always been a dispute over sets put on rockers, movable sets, sets that have an effect in them that you tip them or roll them over or have water come down on them. It is a classification there that is pretty fine, is a fine demarcation.

Mr. KEARNS. Mr. Counsel, I may be a little dense here. There is one thing I want to clear up, and that is this: Mr. Knight said that they

never intended to take work away from a man when that work was historically his. But when the directive was interpreted, either by management or the advice of management, that it may have had, they did take some of the work away from the carpenters that was historically theirs. Isn't that correct?

Mr. McCANN. Indubitably. No question about it. That was all brought up by Mr. Mannix at that hearing; it was going to take the work away from 350 carpenters.

Mr. MANNIX. When you get down to a degree, Mr. Congressman, what degree of work are you going to take away—

Mr. KEARNS. Who decides it then?

Mr. MANNIX. Well, I think the directive is explicit in itself.

Mr. KEARNS. You are challenging then from the witness stand the directive as not being self-explanatory?

Mr. MANNIX. I think it is self-explanatory.

Mr. McCANN. I hate to stop this hearing, but it has become so terrifically dense in here—

Mr. KEARNS. I was just going pretty good. We will have a 10-minute recess. I am going to ask everybody to get out and let the air circulate a little bit.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

We were right at that point, and I think you had an answer to give me.

Mr. MANNIX. I would like at this time, if I may, to clear up what may be a misunderstanding of my testimony.

I would like to go back and recite for the record the trip to New York in April. We went back there, Mr. Freeman, myself, and several others, to meet with the presidents of the companies and decide on a procedure.

We met and came to a decision that we were going to reopen negotiations with the carpenters, painters, and other members of the CSU.

We later that day met with Mr. Walsh, Mr. Brewer, and Judge Levy. At that meeting we advised Mr. Walsh that we were going to reopen negotiations with the carpenters. Judge Levy opposed this most strenuously. We should negotiate with the IA and the carpenters. But we had come to a conclusion in the forenoon with our presidents, and so told Mr. Walsh, Mr. Brewer, and Judge Levy.

We left for California immediately after that.

Mr. McCANN. I have three or four more questions to ask. I understand you have urgent business elsewhere, and I will try to finish up with these questions by Mr. Esterman.

You have said you don't recall any hot set declarations by the IATSE. In the early part of 1946 did not the IATSE declare certain camera work hot because the I. A. of M. men worked on them, and did this not result in the firing of IA of MCSU men?

Mr. MANNIX. That is a different question than I was asked previously, which I answered. The question was asked previously, did I recall of any IA men being discharged for not working on a hot set? That is a completely different question.

I want to get it straight. I was quoted answering a question which was not the question. I wish it would be corrected on the record. There were no IA men that I recall discharged for refusing to work on a hot set.

Mr. McCANN. I understand that. But now, what I am asking you is this; let's get this question now and see if you can answer it:

In the early part of 1946 did not the IATSE declare certain camera work hot because the I. A. of M. worked on them?

Mr. MANNIX. I believe that is right.

Mr. McCANN. And did this not result in the firing of the I. A. of M. men?

Mr. MANNIX. I believe that is true.

Mr. McCANN. Mr. Mannix, how long have you been with the moving-picture industry? I think you answered it once before?

Mr. MANNIX. I started in the motion-picture business back in 1907.

Mr. McCANN. How long have you been vice president of M-G-M?

Mr. MANNIX. Oh, must have been 20 years.

Mr. McCANN. Have you signed a contract with the set erectors?

Mr. MANNIX. Yes, sir.

Mr. McCANN. Is that a copy of the contract which you have executed with the set erectors? I don't know whether it is with your company or not. I understand the contracts are identical.

Mr. MANNIX. I presume it is, coming from Mr. Boren. I haven't seen the contract. I negotiated the terms, but not—I have never seen a copy of the contract. It was signed by—

Mr. McCANN. I just wanted your positive identification. It was given to me by Mr. Price as a copy of the contract.

Mr. MANNIX. Yes.

Mr. McCANN. I am going to ask that that contract be reproduced in the record at this time, Mr. Chairman.

Mr. KEARNS. No objection.

(The contract is as follows:)

Effective between August 15, 1947, and August 14, 1948

WAGE SCALES, HOURS OF EMPLOYMENT, AND WORKING CONDITIONS

I. STUDIO MINIMUM WAGE SCALE

1.

"RR" I. A. T. S. E. & M. P. M. O.		Studio minimum rates	
No.	Classification	Schedule A	Schedule C
		Daily 8 hours; 1½ after 8; minimum call 8 hours (per hour)	Weekly "on call" (per week)
RR-1	General foreman.....	\$2.98	\$183.71
RR-2	Set erector gang boss.....	2.84½	-----
RR-3	Set erector.....	2.50	-----
RR-4	Electrical running repairman.....	2.50	-----

2. *Classification and wage schedule.*—Each employee shall be notified at the time of his employment under which classification and wage schedule he is employed. He shall also be notified before any change of classification or wage schedule is effective and such changes shall not be retroactive. However, employees may be adjusted retroactively when misclassified. The employee's classification and wage schedule shall be shown on his time card.

3. *Work week.*—The work week shall be the established pay roll week of the Producer, consisting of 7 consecutive calendar days, starting at midnight on Saturday.

4. No clause.

4½. Fractional pay roll weeks (applicable to Schedule C employees).—Guarantee of employment:

	Week days (including holidays not worked)	Sundays and holidays worked
Schedule C employees-----	½ of schedule C rate per day-----	No extra allowance.

(Replacement Page 1—August 15, 1947)

AGREEMENT BETWEEN PRODUCERS AND IATSE AND MPMO

This Agreement, executed as of this 15th day of August 1947, between _____ (hereinafter referred to as the Producer) on the one hand, and the International Alliance of Theatrical Stage Employees and Motion Picture Operators of the United States and Canada (hereinafter referred to as the Union) on the other hand as follows:

ART. 1. Term of agreement: The term of this agreement shall be from August 15, 1947, until August 14, 1948, and from year to year thereafter provided that either party by written notice given 90 days prior to August 14, 1948, or any anniversary date thereafter, may signify its intention to terminate or negotiate modifications in such agreement. If such notice is given the parties agree within 10 days to commence negotiations and to negotiate diligently and in good faith for a new or modified agreement, and this agreement shall continue in full force and effect until agreement is reached on such new or modified agreement: *Provided*, that in the event that no such new or modified agreement is reached within 60 days after such anniversary date, either party may terminate this agreement as so extended; *and provided further*, that in any event the provisions of Article 2 of this agreement shall finally terminate on August 14, 1948. Any new wage scales, hours of employment, or working conditions resulting from such new or modified agreement shall be effective as of the effective date of such agreement. The effective date of such agreement shall be the anniversary date or the date such new or modified agreement is finally reached, whichever is the later.

ART. 2. The Producer will employ for the performance of the work of erection of sets on stages (except all trim and mill work on sets and stages), and for the making of running repairs in the taking and recording of sound motion pictures (as all such work is determined to be within the Union's jurisdiction by the Decision of the Executive Council Committee of the American Federation of Labor, dated December 26, 1945, and attached as Exhibit A) only workers who are members in good standing of the Union, and the Union will furnish competent men to perform the work and render the services required by the Producer at such rates and under such conditions as are herein provided for and in accordance with the provisions of this agreement.

ART. 3. In the event of any dispute between the Union or any of its members and the Producer with regard to wages, hours, or other conditions of employment under this agreement, or with regard to the interpretation of this agreement, the procedure shall be as follows:

Step One.—The Representative of the Union and the Studio Representative of the Producer shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Two.—In the event of a failure to settle the dispute under Step One, the International Representative of the IATSE and the Hollywood Representative of the Producers who are parties to the IATSE & MPMO Basic Agreement of 1944 shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Three.—In the event of a failure to settle the dispute under Step Two, the aggrieved party shall deliver to the other party a written statement of the grievance and such grievance shall thereupon be presented to the Producer-IATSE Grievance Committee. Such Committee shall consist of one member designated by the Union and one member designated by the Producers who are parties to the IATSE & MPMO Basic Agreement of 1944. Such Grievance Com-

mittee shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Four.—If such Grievance Committee cannot settle the dispute, an Impartial Chairman shall be selected by the members of the Grievance Committee within five days and such Grievance Committee and the Impartial Chairman shall promptly proceed to hear the matter and settle the dispute. The decision of the Grievance Committee and the Impartial Chairman shall be binding upon the parties hereto and upon the members of the Union. The Grievance Committee and the Impartial Chairman shall have power to interpret and apply the provisions of this agreement, but shall not have power to amend or modify any of its provisions, nor shall they have power to effect a change in any of its provisions. The Grievance Committee and the Impartial Chairman shall not have power to determine jurisdictional disputes between the Union and other labor organization. Fees and expenses of the Impartial Chairman shall be borne equally by the aggrieved Union and the Producers.

Any grievance not presented under Step One within thirty days after the occurrence of the subject matter of the grievance shall be deemed to be waived. Time spent on Distant Location shall not be included within this period.

Failure to settle the dispute within ten days after the invocation of Steps One, Two, and Three, respectively, entitles either party to proceed to the next step. Producer:

By _____

IATSE and MPMO
By _____

Mr. McCANN. Now, can you tell us how long that contract has been under discussion here and in New York?

Mr. MANNIX. Under the 1945 directive the classification of set erectors was established. We have established the wage scale for them from 1945. We never had a signed contract with them. We made a contract with them August of this year, in fact, the 21st of August of this year.

We believe that under the directive this work was assigned to them and they demanded a contract for it, and we gave it to them.

Mr. McCANN. Another question by Mr. Cobb. Are you certain you said at Miami only 300 carpenters were affected by the 1945 directive?

Mr. MANNIX. I said that I would make an estimate. Mr. Tobin asked me this question. I smiled and I said, "I don't know whether I can answer that, Mr. Tobin. Let me guess." I said, "Between 300 and 350 carpenters."

The question of the spirit of the 1945 directive—I would like to take this opportunity to express a feeling. We went to Miami for the support of the A. F. L., that they were going to support the directive that was issued by the three vice presidents. That is why we were there.

Mr. Hutcheson had definitely said he would not abide by it. We went to Miami, and that is how I came before the council, and we left.

We were heard, possibly 15 or 20 minutes. We waited around for a day or two, and we were finally advised that the executive council had said to support the directive.

Now, there was no question at that time that in Mr. Hutcheson's mind work was being taken away from carpenters. Otherwise, he wouldn't have opposed the directive. The carpenters here worked under the directive until August 9 months later.

I don't think there was a question in anybody's mind that this directive had taken work which had been historically carpenters'.

I don't think there was a question in my mind or Mr. Walsh's mind, or Mr. Hutcheson's mind; no question about it. And that directive

was reaffirmed by the American Federation of Labor, the same group of men that issued it.

We went to Miami particularly for that purpose. And at that particular meeting Mr. Hutcheson wouldn't approve it. Then he said he would leave it to the boys on the coast.

He then didn't accept the directive as final and binding upon him, although he was a party to one of the three groups to it. And I don't think there is a question in any man's mind in this room that work was taken away from carpenters which historically was theirs over a period of years. I don't think there is a question about it.

It wasn't in my mind. I am sure it wasn't in Cambiano's or Walsh's or anybody else's.

Now, all of a sudden it is a question whether it was their work. We admit—I admit the set erection granted under this directive had been previously done by carpenters.

Mr. McCANN. Did you tell Mr. Tobin or anyone else at Miami that the I. A. was endeavoring to take all carpenters' work?

Mr. MANNIX. Did I tell Mr. Tobin the I. A. was endeavoring to take all carpenters' work?

Mr. McCANN. Yes.

Mr. MANNIX. No.

Mr. KEARNS. Mr. Counsel, Mr. Mannix has a very important meeting, and I am going to call him back later, if I have more questions. We asked him to come down for a half hour.

Mr. McCANN. Mr. Mannix, we thank you.

Mr. KEARNS. You are subject to call at any moment.

Mr. MANNIX. I will be subject to your call.

Mr. McCANN. Mr. Louis V. Becktel.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BECKTEL. I do.

TESTIMONY OF LOUIS V. BECKTEL, MILL SUPERINTENDENT, METRO-GOLDWYN-MAYER STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. BECKTEL. Louis V. Becktel, 603 North Sycamore, Hollywood, Calif.

Mr. McCANN. What is your telephone number?

Mr. BECKTEL. Whitney 8024.

Mr. McCANN. What is your business or occupation?

Mr. BECKTEL. I am mill superintendent at Metro-Goldwyn-Mayer.

Mr. McCANN. How long have you held that position?

Mr. BECKTEL. About 7 or 8 years, I believe.

Mr. McCANN. Are you employed there now?

Mr. BECKTEL. No.

Mr. McCANN. When was your connection with Metro-Goldwyn-Mayer severed?

Mr. BECKTEL. Well, the day after the journeymen carpenters were sent home. I believe it was September 24.

Mr. McCANN. Will you state the circumstances under which you separated from the organization?

Mr. BECKTEL. I was called in the office, in the construction office, by Mr. DeBorey, the general superintendent, and he informed myself and two other outside foremen that they were bringing in replacements or bringing in the men to do the work formerly done by the carpenters and that we were expected to supervise the work. Our answer was that that was against the orders of our union. We were instructed not to do that and wouldn't be able to comply with their instructions. So we were given our checks and asked to leave the premises.

Mr. McCANN. What were your earnings at that time?

Mr. BECKTEL. \$167 a week, something like that.

Mr. McCANN. How many years had you worked for Metro-Goldwyn-Mayer?

Mr. BECKTEL. Well, are you dating from the time of the 1945 strike? We were put off the pay roll at that time.

Mr. McCANN. Leave out the strike period. How long consecutively had you been an employee there?

Mr. BECKTEL. I believe since about 1931 or 1932, I am not just sure.

Mr. McCANN. You were not requested to do any work yourself on a hot set? You were requested to take the replacements that came in after the carpenters were allowed to go and direct their activities. Is that right?

Mr. BECKTEL. Yes.

Mr. McCANN. Were you a member of local 946?

Mr. BECKTEL. Yes.

Mr. McCANN. And your connection then was severed because you refused to direct their activities?

Mr. BECKTEL. That is correct.

Mr. McCANN. Is there anything else from anyone? Any questions? That's all, Mr. Chairman.

Mr. McCausland from Universal.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. McCausland. I do.

TESTIMONY OF ALFRED H. McCausland, LABOR RELATIONS MANAGER, UNIVERSAL STUDIOS, STUDIO CITY, CALIF.

Mr. McCANN. Will you please state your name and address?

Mr. McCausland. Alfred H. McCausland, 4236 Gentry Avenue, Studio City.

Mr. McCANN. Mr. McCausland, your telephone number, please, sir?

Mr. McCausland. Sunset 1-9080.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. McCausland. I am employed by Universal International Studios, labor relations manager.

Mr. McCANN. Who was in charge of the operations at Universal Studios on September 23, 1946?

Mr. McCausland. Mr. Cliff Work.

Mr. McCANN. Is he present? We have been told by Mr. Hill, who was discharged on that day, as I recall, "I was told to get off the lot,"

and I think also by Mr. Djerf, that you were their immediate superior. Is that correct?

Mr. McCausland. I was not their immediate superior, Mr. McCann.

Mr. McCann. Well, now, you were DeLuca's superior, is that it, over him?

Mr. McCausland.. No.

Mr. McCann. Well, now, the testimony is that they were instructed to call carpenters in and ask them to work on hot sets and if they didn't work on the hot sets, they were to get their pay. Were you familiar with that fact?

Mr. McCausland. I was.

Mr. Kearns. Mr. Counsel, the testimony this morning was that Mr. DeLuca said that Mr. Nelson was above him and Mr. Murphy above him and then Mr. Work.

Mr. McCann. All right. Is that correct, sir?

Mr. McCausland. Well, if I can clear it up for you, Mr. McCann.

Mr. Kearns. So we get it straight.

Mr. McCausland. Mr. Work was the general manager of our studio. Mr. Martin Murphy was the studio manager and production manager. Mr. Winter was assistant production manager. Mr. Morris Nelson is the superintendent of construction. Mr. Don DeLuca was the assistant superintendent of construction.

Mr. McCann. All right, I think that is far enough. Now, then, will you tell us from whom you received instructions with respect to having the men assigned to do work on hot sets?

Mr. McCausland. I believe I attended a meeting—you are referring to the September 23 date, sir?

Mr. McCann. Yes, sir.

Mr. Kearns. On the testimony, I don't know about this "believe" business. They did or they didn't. If they attended a meeting, they know whether they attended a meeting.

Mr. McCann. Did you attend a meting of the bargaining committee?

Mr. McCausland. I am not sure whether I attended the meeting at that time—

Mr. Kearns. Then you did not attend the meeting. If you are not sure, you did not attend the meeting. We don't want a lot of guess work.

Mr. McCausland. Mr. Kearns, there were several meetings going on at that time.

Mr. Kearns. Even if a fellow 21 years of age went down to a meeting, he ought to know whether he went to the meeting or not.

Mr. McCann. Were you a member of the bargaining committee representing Universal Studios that laid the plans for this September 23 incident?

Mr. McCausland. No, sir.

Mr. McCann. Who represented Universal Studios there?

Mr. McCausland. Mr. Work.

Mr. McCann. And did Mr. Work issue orders to you as to what you should do with respect to laying men off who didn't work on hot sets?

Mr. McCausland. He did.

Mr. McCann. And what were your instructions that you received from him?

Mr. McCASLAND. Instructions were to assign the men to the sets that were made hot by the 946 steward, and if they refused to perform the work, to dismiss them for refusing to perform their duties.

Mr. McCANN. Was it in your studio that a special hot set was made up for the purpose of assigning the carpenters to it?

Mr. McCASLAND. There was a set made hot by the carpenters.

Mr. McCANN. That isn't what I mean, though, but did you arrange—did you order the gentlemen below you to create a set which would be hot so that you could assign these men to it?

Mr. McCASLAND. My recollection of that is that there was a set that needed some work that would be done by carpenters for trim, which they were ordered to do work on, and that set was made hot as soon as we assigned the men by the carpenters.

Mr. McCANN. Is that set 12 that has been referred to in this testimony?

Mr. McCASLAND. You mean stage 12, sir?

Mr. McCANN. Yes; whatever you call them out there.

Mr. McCASLAND. I recall stage 17. I don't recall stage 12.

Mr. McCANN. The point I am getting at, and I think you can answer this question regardless of what set it was or anything else. In your particular studio when you received these instructions from your superior, did you have a set that was hot to put the men on or did you have to make the set hot in order to get rid of these carpenters?

Mr. McCASLAND. We had to assign them to a set to do trim work which the set erectors had worked on.

Mr. McCANN. That's not answering my question. Did you make it hot for yourself for them to go on, or was it hot already?

Mr. McCASLAND. No; we did not make a set hot.

Mr. McCANN. When you received these orders, tell us exactly what you did with respect to your orders?

Mr. McCASLAND. I went to the construction department in the morning and told Mr. DeLuca, our assistant superintendent of construction there, to assign 946 carpenters to a set to perform this work, as he knew the men, the crews, and for him to make the assignments. He came back and reported to me that the men refused to do the work. I then told him that the men would have to leave the premises, and I ordered their checks made up and requested them to leave the studio.

Mr. McCANN. Did you have their checks made up before the men refused to do the work?

Mr. McCASLAND. No; sir.

Mr. McCANN. Did you ask him to assign every member of 946 to that set during the course of the day?

Mr. McCASLAND. Yes, sir.

Mr. McCANN. And did they all refuse to do it?

Mr. McCASLAND. Yes.

Mr. McCANN. And they were all given their checks?

Mr. McCASLAND. They were all tendered to them, anyhow.

Mr. McCANN. Now, did you do the same thing with the painters?

Mr. McCASLAND. Yes, sir; except that in the case of the painters it was a different man who was given the assignment.

Mr. McCANN. And in that way, in the course of 2 or 3 days, you got rid of all of the CSU men in your organization?

Mr. McCASLAND. As I recall it, it all happened in 1 day, the 23d.

Mr. McCANN. On the 23d?

Mr. McCausland. Yes.

Mr. McCann. How many carpenters did you let go?

Mr. McCausland. I would say approximately 75 or 80.

Mr. McCann. And how many painters did you let go?

Mr. McCausland. About 30 or 40.

Mr. McCann. Now, did you have an understanding with the IATSE that they were to furnish men immediately to carry on with this work?

Mr. McCausland. I didn't have any understanding, but I understood that as soon as these men stopped doing the work, we assigned the set directors to do the work.

Mr. McCann. You had that understanding, and from whom did you get that understanding?

Mr. McCausland. I am not sure. I imagine it came from Mr. Work.

Mr. McCann. Mr. Work gave you the orders in the first place, and Mr. Work instructed you then that as these men left you were to assign IATSE men to do that work?

Mr. Kearns. Mr. Counsel, Mr. McCausland here, I think, is public relations man, more than a production man. Isn't that right?

Mr. McCausland. Labor relations and personnel.

Mr. Kearns. Doesn't the production manager get more of this than you do?

Mr. McCausland. The production manager was in on the meetings, too.

Mr. Kearns. He knows more about it than you do?

Mr. McCausland. Oh, yes.

Mr. McCann. They say Mr. Walsh is out of town.

Mr. Kearns. Get him in town.

Mr. McCann. Mr. Work, rather.

Mr. Price. He is no longer with the studios.

Mr. McCausland. He is no longer with the studios.

Mr. McCann. Do you know where he is?

Mr. McCausland. I don't know. He lives out here.

Mr. McCann. We would like to have him located if possible. We will have Mr. Work here. Are there any further questions of this gentleman?

Mr. Kearns. Who is the managing head of Universal here now?

Mr. McCausland. Mr. William Goetz.

Mr. Kearns. We better have him drop in, too.

Mr. McCann. All right. By Mr. Cobb: Did the carpenters leave the lot voluntarily or were they told to get off the lot?

Mr. McCausland. They left the lot voluntarily.

Mr. McCann. But weren't they instructed to get off when they were paid?

Mr. McCausland. They were told to leave the premises for refusing to perform work.

Mr. McCann. Do you have a record of the replacements that took their jobs?

Mr. McCausland. I imagine our pay roll records would show that, sir.

Mr. McCann. Do these records show their social security numbers and where issued?

Mr. McCausland. Every man's record shows his social security number.

Mr. McCANN. I think that is enough, Mr. Chairman. I am asking the questions as they come up. That is all, sir.

Mr. McCANN. Mr. VanKeuren.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. VANKEUREN. I do.

**TESTIMONY OF SIDNEY SUTTON VAN KEUREN, STUDIO MANAGER,
HAL ROACH STUDIOS, WEST LOS ANGELES, CALIF.**

Mr. McCANN. Will you please state your name and your address?

Mr. VANKEUREN. Sidney Sutton VanKeuren, 542 Dalehurst Avenue, West Los Angeles.

Mr. McCANN. And your telephone number?

Mr. VANKEUREN. Arizona 3-6774.

Mr. McCANN. What position do you occupy in Hal Roach Studios?

Mr. VANKEUREN. Studio manager.

Mr. McCANN. How long have you held that position, sir?

Mr. VANKEUREN. About 14 years.

Mr. McCANN. Were you studio manager on September 23, 1946?

Mr. VANKEUREN. I was.

Mr. McCANN. It has been testified here, I believe, that on that day Hal Roach studios assigned all of the carpenters and members of 946 to hot sets and then they were discharged. Is that correct, sir?

Mr. VANKEUREN. They were asked to leave the premises; yes.

Mr. McCANN. And was the same thing done with the painters on the same day?

Mr. VANKEUREN. The same thing on the same day.

Mr. McCANN. Were you the one who issued those orders?

Mr. VANKEUREN. I issued the instructions; yes.

Mr. McCANN. To whom did you issue them?

Mr. VANKEUREN. The carpenter foreman and painter foreman.

Mr. McCANN. Who was the carpenter foreman?

Mr. VANKEUREN. Mr. Art Djerf.

Mr. McCANN. And when was it decided on that you should issue these orders, sir?

Mr. VANKEUREN. Two or three days prior to September 23. I wouldn't be sure.

Mr. McCANN. Was that decided on in a conference where you were present with Mr. Mannix?

Mr. VANKEUREN. No, sir.

Mr. McCANN. You were not present?

Mr. VANKEUREN. No, sir.

Mr. McCANN. Who attended that conference, sir?

Mr. VANKEUREN. I believe our Mr. Fouse attended that meeting.

Mr. McCANN. But you gave the orders to the carpenter foreman and to the painter foreman?

Mr. VANKEUREN. Yes.

Mr. McCANN. You received your orders from Mr. Fouse?

Mr. VANKEUREN. No; Mr. Fouse didn't give me orders. He brought me the opinion of the labor committee, which we in turn reviewed before a committee of our own executives, and made a decision.

Mr. McCANN. Do you now have the opinion of the labor committee?

Mr. VANKEUREN. I had the opinion at that time, sir.

Mr. McCANN. I should like for you to produce it for our record.

Mr. VANKEUREN. It was not in writing.

Mr. McCANN. It was not in writing?

Mr. VANKEUREN. No.

Mr. McCANN. Read back the answer that was given a moment ago, please, sir.

(The record was read.)

Mr. McCANN. Wasn't that opinion in writing?

Mr. VANKEUREN. No, sir.

Mr. McCANN. Do you mean that he—

Mr. VANKEUREN. Verbally brought it to me.

Mr. McCANN. Verbally brought it to you?

Mr. VANKEUREN. Yes, sir.

Mr. McCANN. And then you reviewed that with whom?

Mr. VANKEUREN. With an executive committee at our studio.

Mr. McCANN. Who was on that committee?

Mr. VANKEUREN. Mr. Warren Doane, Mr. Huber, Mr. Fouse, and myself.

Mr. McCANN. And did you adopt the opinion of the plan which had been approved by the labor committee?

Mr. VANKEUREN. Yes; we did.

Mr. McCANN. Mr. Hal Roach had no part in that?

Mr. VANKEUREN. Mr. Hal Roach was not to my knowledge contacted at this particular time.

Mr. McCANN. And the opinion brought to you was that on the 23d of the month all of the studios should call in the carpenter people, assign them to hot sets and let them go when they refused to do the work?

Mr. VANKEUREN. That was my understanding.

Mr. McCANN. And that was what you approved of?

Mr. VANKEUREN. That's right, sir.

Mr. McCANN. And you did the same with the painters?

Mr. VANKEUREN. Yes.

Mr. McCANN. And other CSU members?

Mr. VANKEUREN. No; just the carpenters and painters.

Mr. McCANN. Did you then have an understanding or were you advised of what arrangements had been made with the IATSE to take the place of the carpenters and the painters?

Mr. VANKEUREN. Well, I had been informed by Mr. Fouse that we should assign set erectors to the work that the carpenters refused to do.

Mr. McCANN. And had you been informed as to who was to take the place of the painters?

Mr. VANKEUREN. I don't recall whether I was at that time or not, Mr. McCann.

Mr. McCANN. Any further questions?

Mr. Fouse, please.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. FOUSE. I do.

**TESTIMONY OF ORVILLE FOUSE, LABOR RELATIONS MANAGER,
HAL ROACH STUDIOS, LOS ANGELES, CALIF.**

Mr. McCANN. Will you please state your name and address?

Mr. FOUSE. Orville Fouse, 5961 Guthrie Avenue.

Mr. McCANN. Your telephone number?

Mr. FOUSE. No telephone.

Mr. McCANN. No phone?

Mr. FOUSE. No, sir.

Mr. McCANN. By that do you mean it is unlisted?

Mr. FOUSE. No, sir; I don't. I mean that I can't get one.

Mr. McCANN. I just wanted to protect you by asking that question.

What position, if any, do you occupy with Hal Roach?

Mr. FOUSE. Labor relations manager.

Mr. McCANN. How long have you held that position?

Mr. FOUSE. Since January 1946.

Mr. McCANN. What did you do before that, sir?

Mr. FOUSE. I was in the Army.

Mr. McCANN. How long were you in the Army?

Mr. FOUSE. Five years.

Mr. McCANN. What did you do before you went into the Army?

Mr. FOUSE. I worked at the Motion Picture Producers Association.

Mr. McCANN. Were you an associate of Mr. Pat Casey?

Mr. FOUSE. Mr. Pelton.

Mr. McCANN. Mr. Pelton?

Mr. FOUSE. Yes, sir.

Mr. McCANN. What line of work did you do for the association?

Mr. FOUSE. Handled statistics and assisted in drawing up contracts and negotiating labor contracts.

Mr. McCANN. Now, you were the representative of Hal Roach studios in the conferences which were held on September 11 and thereafter with respect to the ultimatum that had been rendered by the CSU, the carpenters?

Mr. FOUSE. Yes; I was present at all those meetings.

Mr. McCANN. You were present at all the meetings. Now, when the ultimatum was received, how long did you sit in session after Mr. Cambiano and the carpenters had left the room?

Mr. FOUSE. I am a little at a loss as to exactly what meetings you are referring to.

Mr. McCANN. I am referring to the meeting at which the ultimatum was given.

Mr. FOUSE. May I have the date?

Mr. McCANN. September 11, 1946.

Mr. FOUSE. I was present at that time at that meeting, yes; and may I have the question again?

Mr. McCANN. How long did the meeting last after the representatives of the carpenters had gone?

Mr. FOUSE. I imagine about an hour.

Mr. McCANN. What was the nature of the discussion that took place during that hour?

Mr. FOUSE. Well, I don't recall. I think that can be derived from the minutes of the meeting.

Mr. McCANN. Were minutes kept of that meeting?

Mr. FOUSE. I believe so.

Mr. McCANN. Who was the secretary? I would like to have the minutes produced of all of the meetings—

Mr. KEARNS. September 11.

Mr. McCANN. September 11 meeting. Minutes were kept, you say?

Mr. FOUSE. To the best of my knowledge; yes.

Mr. McCANN. We should like to have the minutes of that meeting and of all of the other meetings that were held up to the 23d.

Mr. PRICE. Up to the 23d, you say?

Mr. McCANN. Yes. Was there a court reporter present at these meetings?

Mr. FOUSE. No.

Mr. McCANN. Was there a secretary who addressed the chair and who made minutes while you were there?

Mr. FOUSE. Mr. Clarke.

Mr. McCANN. Mr. Vic Clarke is present, is he not?

Mr. PRICE. No.

Mr. McCANN. Now, will you tell us when it was decided on unified action with respect to the carpenters and painters?

Mr. FOUSE. There was discussion about the policy to be pursued. As Mr. Mannix brought out, it was a round table discussion entered into by everybody. What came out of that was a policy that we deemed advisable to pursue. I took that policy back to my principals and conveyed it to them. We in turn held a meeting and conference on it and decided that at such a time that we got up to that type of work where the trim had to be put on the set, we would have carpenters do it.

Mr. McCANN. And you all seemed to have reached the same situation on the 23d of September, didn't you?

Mr. FOUSE. I believe ours was around the 25th.

Mr. McCANN. Around the 25th, and were all of your carpenters—did you instruct the gentleman who just left the stand, your labor relations manager, to call in all of the carpenters and assign them to a hot set?

Mr. FOUSE. I am the labor relations manager.

Mr. McCANN. I am sorry, sir. What was the name of the gentleman who just left the stand?

Mr. FOUSE. Mr. VanKeuren.

Mr. McCANN. Did you instruct him that he was to assign the carpenters to the hot sets?

Mr. FOUSE. I advised him as to what the policy was that we decided to pursue. We, in turn, came out with the decision collectively that we would do that.

Mr. McCANN. And you so informed him as his superior, and it was done?

Mr. FOUSE. He is my superior.

Mr. McCANN. I am sorry. I am getting you gentlemen mixed up. I thought that the superior went to the conference. You advised him and he gave the orders?

Mr. FOUSE. That is right.

Mr. McCANN. I am glad to get you men straightened out. It will save me a lot of worry. I think that is all I have to ask, sir.

Is there anybody else that we asked to be here to answer questions at this time? Mr. Chairman, I move that we adjourn until 9 o'clock in the morning.

Mr. KEARNS. We stand adjourned until 9 o'clock tomorrow morning. (Whereupon, at 4:10 p. m., the hearing in the above-entitled matter was adjourned to 9 a. m. on August 27, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

WEDNESDAY, AUGUST 27, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9 a. m., in room 324, United States Post Office Building and Courthouse, Hon. Carroll D. Kearns (chairman of the subcommittee) presiding.

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, on yesterday a proposed stipulation was offered to Mr. Cobb by Mr. Price. I would like for Mr. Price to take the witness stand at this time.

TESTIMONY OF PEERY PRICE—Recalled

Mr. McCANN. I am striking out of the stipulation the word "stipulation."

Mr. KEARNS. You have been sworn, Mr. Price?

Mr. PRICE. Yes, sir.

Mr. McCANN. And striking out "It is hereby stipulated as follows." I am going to ask Mr. Price, who has already been sworn, to read that statement into the record, because I believe that it may eliminate a great deal of further testimony on the particular subject, and save Mr. Cobb from putting on witnesses to establish facts which are admitted therein. Will you proceed, Mr. Price?

Mr. PRICE (reading) :

1. On September 11, 1946, the producers were notified under circumstances already in evidence that members of carpenters local 946 would refuse to work on sets constructed on stages by members of IATSE on or after September 12, 1946.

2. On and after September 12, 1946, the producers did not comply with the demand of the carpenters, but on the contrary continued to allocate to IATSE members the work of erecting, building, or constructing sets on stages, exclusive of mill and trim work.

3. Until on or about September 25, 1946, the producers continued to allocate to members of local 946 trim and mill work on sets on stages. The carpenters continued to do such work on sets which had been erected prior to September 12, 1946.

4. On and after September 12, 1946, and until on or about September 22, 1946, in the normal course of work assignment, some carpenters were placed on work schedules which would have required them to do mill or trim work on sets erected, built, or constructed by members of IATSE on or after September 12. All or substantially all of the carpenters so assigned refused to do the work, and for that reason were separated from their employment or directed to leave the studio.

5. By September 22, 1946, most of the sets on studio stages which had been erected, built, or constructed by members of IATSE prior to September 12 had been trimmed and completed.

Since the producers had continued after September 11 to allocate the erection and construction of sets on stages (exclusive of mill and trim work) to IATSE members, most of the sets in process on stages in the studios were within the terms of the carpenters' notice of September 11; that is, in the language which has been employed here, they were sets which the carpenters termed "hot sets."

6. Since at that time the producers were still allocating mill and trim work on sets on stages only to carpenters; and since the carpenters were refusing to do such work on sets erected and constructed by members of IATSE; such sets were standing incomplete and could not be completed while such situation continued. Mr. Kahane testified at the hearings before the unemployment and if called would testify here that "We (the producers) were at a point where we had to either close down the studios or operate."

7. Sometime between September 17 and September 22, the producers' labor committee recommended to the producers that the studio carpenters all be referred to the so-called hot sets to do trim or millwork in connection therewith. All of the major studios were represented on the committee which made said recommendation; and all of such studios accepted it.

8. The producers did not in general or as a policy have trim or millwork done on sets on stages by anyone not a member of the carpenters' local 946 until all or substantially all of the members of that local had left the lot as in this statement described.

9. The recommendation of the producers' labor committee and the instructions given to the supervisory personnel who actually activated the instructions were not to "discharge" the workers, but upon their refusal to "request them to leave the lot for failure to do assigned work."

10. In many cases these instructions were not followed to the letter by supervisors, and the workers at some levels were told that they were "laid off," "fired," "dismissed," "terminated," and so forth.

The records of the employers, however, in general bear the notation "requested to leave the lot for failure to do assigned work." No person entitled to severance pay on discharge received it. No person so treated was dropped from the list of workers enrolled in group-insurance programs if he continued to tender his premiums.

11. Mr. Kahane testified at the hearing with respect to unemployment compensation, and, if called, would testify here, that by the processes herein described the producers intended "to clear the decks of all men who refused to work" and that the producers "hoped" the men would refuse to work "because if you had some of the men doing the work and some not—had both groups in there—I was fearful of violence in the studio."

12. The procedure as followed in the various studios is described as follows in the decision of G. L. Funci, referee of the division of appeals for the Los Angeles district of the department of employment, State of California, in a decision of May 13, 1947, in the matter of the claims of Marvin Burman et al. Said description is substantially accurate:

"The claimants whose appeals are herein consolidated are all qualified to work as journeyman carpenters in the motion-picture industry. On the day they last worked prior to filing their claim, they were assigned by a superior to work in their trade on a set in the studio of the particular employer. The work which they were requested to do was work to which they and their fellow union members were given the exclusive right by the December award. As an example, one group of carpenters was ordered to hang a door on a set, concededly an operation within the meaning of the term 'trim work on a set,' as used in the December award, allocating such work to the carpenters. However, the work they were ordered to do was to be done on a 'hot' set, as that term is herein defined. On this account, the claimants, in accordance with the established policy of their union, refused or failed, within a reasonable time, to do the assigned work. Immediately thereafter, in most cases, the claimants were instructed by superiors to call for their wages at the proper place and to leave the employer's premises, taking their tools with them. None of the claimants have worked for the employer since that time.

"The bulk of the claimants involved in this case were separated from their work in the mass lay-off of September 23, 1946, but separations prior thereto followed the same general pattern. The events leading up to the receipt of the final check and/or notice of separation varied individually, and the interpretation placed upon such events differed as to each claimant. Thus, some were ordered to a hot set immediately on reporting for work. Others were engaged in other tasks when so ordered. Others were told to wait in the studio woodworking mill

in which there was a hot set. Others were merely asked whether they would work on a hot set. Some knew, either by direct knowledge or by rumor, that the set to which they were sent was hot, or suspected it because of the circumstances under which they were ordered to it. Others were told that the set was hot by management representatives, or shop stewards, or by fellow employees either before or after they arrived at the set. Some were sent to a set in groups, others individually; some were individually asked to work thereon; others were asked in groups of up to one hundred to do work which in some cases could have been done by a few workers in a few hours. On some sets, management representatives directed work to be done; at others, they merely indicated there was work to be done without pointing it out. On some sets, the work to be done was in plain sight; on others, there was no visible work which the carpenters could do. In some cases, the workers were asked by a shop steward whether they would work on a hot set. In others, the shop steward or a management representative told them simply go to 'get their checks.' In one situation, a shop steward told a truck full of workers newly arrived at a stage to be assigned to a hot set not to bother to get off but to go to the pay office. In this connection, it should be noted that in many cases the supervising personnel who gave the orders or made the statement or requests were themselves members of local 946 and knew themselves to be subject to the same process. In many cases, there was an outright refusal to do the work expected or assigned, but in many others there was only a failure to take up the work. Sometimes the objection was raised by the workers that there were no foremen present to supervise them or that, as mill men, they were not expected to work on sets, or did not have the necessary tools because they did not need such tools in their mill work; or that as permanent construction workers or workers assigned to special departments in which there was no possibility they would ever have to do 'hot work,' they should not have been asked to do said work; or that as apprentices, or roofers, or joiners, they were not qualified to do the work; or that as foremen or other supervisory workers, assignment to the work in question was a demotion. When such objections were raised, the superior present merely reiterated the order or shrugged the question off, or said nothing.

"In any event, each of these claimants was actually or constructively confronted in one way or another with the alternative of doing or not doing work on a hot set. Put in another way, they had to decide whether or not to conform to their union's officially announced orders. Each actually or constructively chose to abide by the union's orders knowing, or chargeable with knowledge imputable from the circumstances, that his choice would result in separation from work. While some of them may not have known of the union's ultimatum to the producers establishing the union's policy, the facts establish that they knew or reasonably should have known that there was a controversy involving their employer and their union in a dispute over hot set work. The evidence is clear that each of these claimants lost his work for no other reason than that he was faced with, and made, such choice. However, it is equally clear that the claimants were ready and willing to do any other work in their trade to which they might have been assigned, provided it was not on a hot set. It is not disputed that such work was available in reasonable quantity in the particular studio at the time they were separated."

That concludes the statement, sir.

Mr. McCANN. Mr. Cobb desires at this time, Mr. Chairman—will you keep your seat, Mr. Price—for me to say for the record—

Mr. COBB. Let everybody hear it.

Mr. McCANN. That he refused to sign the proposed stipulation with Mr. Price because it is an argumentative and self-serving statement of the motion-picture companies, and he now asks that this objection be embodied in the record. Mr. Cobb asks that I submit to you the following questions: Was the procedure followed by the companies, as shown by the witnesses of yesterday and the day before, typical of all the companies that were members of the Association of Motion Picture Producers, except for minor variations?

Mr. PRICE. I suppose that would be a reasonably fair statement. It was done, as I have just read in the statement. All of these studios, all the major studios, followed the practice of referring the men to the

hot sets, and, when they refused to do the work, of asking them to leave the set or leave the studio.

Mr. McCANN. And you have reference to all of the members of the carpenters' union and the painters' union, do you not?

Mr. PRICE. All the members of—yes.

Mr. McCANN. Was this general pattern agreed upon in advance by the several companies? I think you have so answered in your statement there.

Mr. PRICE. I think I stated that it was recommended by the producers' labor committee to their respective companies, and that all of the companies did in fact follow the recommendation.

Mr. McCANN. Can you state any material particular in which any of the said companies varied from said pattern?

Mr. PRICE. Well, I think the statement that I have read shows there were a great many detail variations, and I think the testimony yesterday showed that, for example, the Roach Studio did not refer men in large groups to hot sets until the 25th, and in the other studios it was done on the 23d. There were a few things of that sort.

Mr. McCANN. A question by Mr. McMahon: Were any apprentices employed under a union agreement, union management, Government contract under Public Law 346, on September 23?

Mr. PRICE. I haven't the faintest idea.

Mr. McCANN. He refers to the GI bill trainees.

Mr. PRICE. I don't know.

Mr. McCANN. Were any of these men requested—if so, were any of the men requested to operate on the hot sets?

Mr. PRICE. Obviously, I don't know if I don't know there were any there.

Mr. McCANN. Mr. Price, that is all at this time.

Mr. WORK is present, from Universal Studios, I understand.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. WORK. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF CLIFF WORK, ASSOCIATE EXECUTIVE, UNIVERSAL INTERNATIONAL PICTURES, VAN NUYS, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. WORK. Cliff Work, 13165 Magnolia Boulevard, Van Nuys, Calif.

Mr. McCANN. What is your telephone number?

Mr. WORK. Sunset 2-6870.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. WORK. At the present I am an associate executive in the employ of Universal International Pictures.

Mr. McCANN. Where were you employed on September 23, 1946?

Mr. WORK. At Universal Pictures.

Mr. McCANN. Are you associated with the operators of Universal Pictures now?

Mr. WORK. As an associate executive, in an advisory capacity. At the 1946 period I was vice president in charge of production and general manager of the studio.

Mr. McCANN. At that time were you on the bargaining committee?

Mr. WORK. Yes; I was a member of the labor committee of the Producers Association.

Mr. McCANN. You have heard the statement of Mr. Price here today?

Mr. WORK. I think it is about as complete a report of what transpired as anyone could possibly give.

Mr. McCANN. You corroborate what he said?

Mr. WORK. Fully. As to my knowledge of the meetings that I attended, and the operations of Universal Studio; yes.

Mr. McCANN. Do you recall the day on which this policy was finally determined?

Mr. WORK. I do not. As I have not been active for the past year. This is my first active meeting. I will accept whatever dates are put in the record.

Mr. McCANN. Do you recall after this ultimatum of September 11 that you held a session immediately thereafter for an hour or more, which was an executive session of your group?

Mr. WORK. Yes; I do.

Mr. McCANN. You remember whether any minutes were taken of that meeting?

Mr. WORK. I doubt very much if there were minutes of the meeting, because we had so many meetings as a labor group and discussed so many problems of laws that rarely, if ever, did we keep minutes of our labor negotiations.

Mr. McCANN. How many of those meetings did Mr. Brewer sit in at, if any?

Mr. WORK. No meeting that I can recall with our labor meeting, except if we were discussing the matter that pertained to the operation of his particular class or groups at some particular studio.

Mr. McCANN. I don't mean that. I am talking now about the period between September 11 and September 23, when all these lay-offs happened, at any of those meetings did your committee confer with Mr. Brewer and Mr. Walsh?

Mr. WORK. I think we did. We sent for them to notify them we had received the ultimatum, and wanted to know what they would do and how they would do it, and if my memory serves me correctly neither Mr. Walsh—I think it was Mr. Brewer, first. Neither Mr. Brewer nor Mr. Walsh wanted to go forward.

We were confronted with a problem. It was the wish of some of our members to recommend we close the studios. We were advised legally if we were to close the studios it would be construed a lock-out.

Mr. McCANN. Wait a minute. Were you advised the IATSE would so consider it?

Mr. WORK. No.

Mr. McCANN. Or that the carpenters would consider it?

Mr. WORK. Whoever may want to consider it, because we had, as you know, 45 or 50 different unions and guilds.

Mr. McCANN. Weren't you told by Mr. Walsh at that time that if you did close the studios that he would stop all projectionists throughout the United States, so you wouldn't have any theaters in operation?

Mr. WORK. No; not at that time.

Mr. McCANN. When did he tell you that?

Mr. WORK. He never told it to us as a group. There was inference, the remark had been made prior to this last misunderstanding in the—I think the '45 period.

But I never heard Mr. Walsh or any of his representatives ever make that statement.

Mr. McCANN. At how many of those conferences you had between the 11th and the 23d were Mr. Walsh and Mr. Brewer present?

Mr. WORK. I hesitate to give the number, but I imagine we had one or two meetings with Brewer. I don't know whether Mr. Walsh was at those particular meetings.

Mr. McCANN. I am trying to get your help here in what took place. You have already corroborated the general statement of Mr. Price. I don't want to waste the time of the committee by repeating the matters which are of common knowledge now—

Mr. WORK. I understand.

Mr. McCANN. Of the general pattern that went on. I wanted to have you contribute to us specifically your recollection of the debates, and arguments, the genesis of this general plan.

Do you remember which one of you proposed this general plan of the hot sets?

Mr. WORK. Well, the hot sets came from the carpenters. They were the first—

Mr. McCANN. I don't mean the carpenters, now—

Mr. WORK. You mean the control of the hot sets?

Mr. McCANN. I am talking about the genesis of the plan to assign carpenters to hot sets.

Mr. WORK. I think it came out of a general discussion trying to piecemeal the various things together.

Mr. McCANN. The Constitution came out of a general discussion. The clauses of the Constitution were proposed by individual members of the Constitutional Convention, I assume. The Declaration of Independence we accredit to Mr. Thomas Jefferson, whether he did it or not.

I think a thing as recent in history as you have just mentioned that somebody there had an idea and that idea was acceptable. Who proposed the idea?

Mr. WORK. I wouldn't be able to say. Please bear with me. We were spending 8 to 10 hours a day in meetings day in and day out for a period from 5 to 6 months.

I never made notes nor did I think they would ever be necessary.

Mr. McCANN. I know now you had that experience for 5 or 6 months. But there is a special period that stands out as clear as crystal here between the time you got the notice that is termed an ultimatum from the carpenters—

Mr. WORK. That is right.

Mr. McCANN. And the time that you consummated a retaliatory plan—is that a sufficiently accurate description—to meet the ultimatum? We have those two things within a period of 12 days.

What I want you to concentrate on and help us with is, Do you remember—first, I will ask you—did you propose the plan of laying them off?

Mr. WORK. I did not.

Mr. McCANN. Who did propose the plan?

Mr. WORK. That I cannot answer truthfully. If I could, I would.
Mr. McCANN. Do you have any ideas?

Mr. WORK. Our meeting was limited to four of the producers' group—Mr. Freeman, Mr. Manix, Mr. Kahane, and myself. Representing the producers, there was Mr. Casey, Mr. Pelton, and the Lord knows how many attorneys, from time to time. It would be very hard for me to say which one, but it might have been me, because they were all heated discussions.

We were faced with great problems, especially in the operation I was the head of. We had a pay roll of 500,000 to 600,000 a week. We had all of our contract people and if we went into a shut-down it meant that every one of our term contracts, within a period of 30 or 60 days, would be vitiated or people would be able to go elsewhere.

It meant the collapse of a company. It was very dramatic, very tense, and it was a desperate situation in which we tried to keep our studios open.

Mr. McCANN. I realize it was a very serious problem to the moving-picture companies. But I am trying to get, Mr. Work, from the representative men who were present at that meeting—we ought to be able to find out who was the daddy of the idea—that on the 23d or about that time every carpenter and every painter should be called in and assigned hot work, and then told to get off the premises when they didn't do it. Somebody was papa. Who was it?

Mr. WORK. I can't answer that. But we were told by Mr. Sorrell that we better not let any of the IA group do any of the work while his men were on.

Mr. McCANN. That is immaterial, sir. I am not interested in what you were told by Mr. Sorrell at this time.

I am interested only in developing what took place there. In how many of those daily meetings did Mr. Walsh participate?

Mr. WORK. As I say, Brewer, I think, about two. Walsh might have been at one of them.

Mr. McCANN. What did they contribute to the picture?

Mr. WORK. Very little.

Mr. McCANN. That little is what I want to know about. What did he say?

Mr. WORK. We made a request to Brewer, first, and then I think to Walsh and Brewer, if they could furnish us carpenters to carry on the work.

Walsh wasn't very optimistic, nor was Brewer, because of the difficulties they had had in the prior trouble. After much persuasion, bringing out how many were affected or would be affected by a complete shut-down, they took it back to their group and apparently talked it out with their various locals.

Roughly, the next meeting we had was a report of their meeting with their representatives, with the various business agents. I think there was a little conflict or a little misunderstanding among some of them.

Finally they gave us notice or told us that they would go forward if we were compelled to—if the carpenters refused to do the work.

Mr. McCANN. In other words, two things were agreed upon during those 10 days, that you were almost in constant session. In the first place, the program was formulated to call the carpenters and all the painters in and ask them to work on hot sets, and when they refused to tell them to get off the premises.

There is no question about that first matter, that is established. Mr. WORK. That is correct, sir.

Mr. McCANN. Second, it was arranged after two conferences with Mr. Brewer or Mr. Brewer and Mr. Walsh that the IATSE would provide employees to take their places?

Mr. WORK. To keep the studios open; yes.

Mr. McCANN. Now, what other issues were discussed at these meetings?

Mr. WORK. Well, I am awfully sorry, I don't want to give the impression I am trying to evade any question.

Mr. McCANN. I don't think you are, sir. I am trying to ask you to help out.

Mr. WORK. There were so many issues of operation confronting us at the time that we were dizzy. We were in a tailspin. We were trying to negotiate and close a group of contracts with various crafts. We were in continual meetings, and you can take any point of operation that you may want to—I am sure at somewhere along the line it was discussed either pro or con.

The producers were never in complete accord on anything. It is a very highly competitive industry. There was as much disagreement among our group as to operation as there was in the various groups of labor. At no time do I ever think we were unanimous on anything.

Mr. McCANN. You were not unanimous on them, but you went down the line together on the 23d matter?

Mr. WORK. We would discuss a plan. After all, the producers as a group are not going to run the affairs of Universal. I, in turn, am responsible to a president and he to a board of directors and stockholders. I would at no time make a commitment to the producers as a group—I couldn't—that we in any way would be bound by any decision.

Our meetings were discussions of problems, approaches to problems. I would go back and call my particular cabinet together, discuss it, and then possibly communicate by phone to my superior, who was the president.

Mr. McCANN. Who is that?

Mr. WORK. M. J. Blumberg, the president.

Mr. McCANN. Where was he, in New York?

Mr. WORK. Yes. And acquaint him with what was contemplated, before I would take action. Now, I had full and complete authority at all times, but never did I wish to assume that because I always felt there was too much responsibility.

Mr. McCANN. Tell me this, sir: Were there concurrent conferences going on in New York among the presidents that was keeping pace with your conferences here? In other words, were you and the other members of the labor committee who had presidents in New York creating a policy which you were relating individually to your presidents in New York, and the presidents there were conferring on the issue, so as to give their judgment back to you? Were you working together? I am trying to get this picture. You were working together in Hollywood as a quasi harmonious group. You might have had different approaches and different points of view. You were working toward a program that might be acceptable to the entire producer group. Was that same thing happening in New York among the presidents?

Mr. WORK. I am sure they had meetings. In no way to my knowledge did the meetings have anything to do with our meetings. I merely kept the president advised as to the progress, because we were in trouble of—we were afraid of what was happening. Further, I doubt if there are many presidents in New York—I say this respectfully—that are acquainted with the problems of production. In fact, there are very few executives in Hollywood that really understand the problems of production. It is a highly complicated business, in which operation is projected over a long period, and you make your commitments and you are confronted with the starting dates of the commitment and to have a strike on your hands or a shut-down, it is a very serious situation.

Mr. McCANN. I am trying to get a more complete picture with respect to the organic set-up of these companies at this critical time in their career. You will agree with me it was a critical time?

Mr. WORK. Yes.

Mr. McCANN. I assume from what you have said your sessions ran about 8 hours a day during the time.

Mr. WORK. For a long period.

Mr. McCANN. From the 11th of September to the 23d?

Mr. WORK. Prior to that.

Mr. McCANN. Prior to that?

Mr. WORK. You can go back 6 months.

Mr. McCANN. During that period of time we have had testimony by Mr. Mannix that he communicated with his president. And I am not sure, I think by others, they communicated with their presidents.

The point I want to make is this: I realize that they were not expert on production, as you men are experts on production out here. But they are the final authorities in the moving-picture industry, are they not?

Mr. WORK. As the heads of their companies.

Mr. McCANN. Exactly. Now, did the heads of those companies meet concurrently with you in New York, to get reports from your group day by day, as you were carrying on these negotiations, to determine a production policy?

Mr. WORK. No.

Mr. McCANN. They did hold some meetings, though, that you know of.

Mr. WORK. In the regular conduct—they always do that.

Mr. McCANN. They did hold some meetings on this issue, you were satisfied of that?

Mr. WORK. They must have done that.

Mr. McCANN. Didn't your own president tell you what they discussed.

Mr. WORK. No; because—he would tell me the general discussion. I would inform our president what I thought was good for Universal. I wasn't interested in—

Mr. McCANN. I understand that. Let's forget that. You were informed by your president that he had discussed these issues with the other presidents in New York on this policy?

Mr. WORK. Very rarely, because it was too complex to discuss over the telephone.

Mr. McCANN. There weren't but 12 or 15 days involved here, the 11th to the 23d, and I understand the policy was formulated on the 19th, so you actually had a very vital week there, didn't you?

Mr. WORK. If you are confining it to the 12-day period, I can tell you now that I possibly had one or two conversations with the president, merely telling him what we were doing; that was all.

Mr. McCANN. And he gave his approval of what you were doing?

Mr. WORK. There was no other recourse. Yes; that is correct.

Mr. McCANN. The point I am making is this: Concurrently with your discussion, which I understand came off about the 19th day of September, or 2 or 3 days before, the men were all laid off on the 23d, was there a meeting in New York of the presidents that day and you laid your plans before them and they acted on them at the same time?

Mr. WORK. That I cannot answer; so far as I know my answer is "No." So far as I know I have no knowledge there was any such meeting. I was in no way in communication during the period of our discussions. I would get in touch with him late at night after our meeting finished.

Mr. McCANN. Was a wire received from the presidents—

Mr. WORK. Not by me.

Mr. McCANN. I am not saying by you. Was a wire received from the presidents addressed to any member of your group giving their blessing to this program?

Mr. WORK. Not to the best of my knowledge.

Mr. McCANN. You didn't hear about it?

Mr. WORK. No.

Mr. McCANN. Mr. Work, when you called New York to talk with your president, did you get him in his office or did you get him anywhere else?

Mr. WORK. I would either get him at his office or his apartment.

Mr. McCANN. Is there a regular meeting place of the presidents in New York City?

Mr. WORK. There is.

Mr. McCANN. And do they keep minutes of their meetings?

Mr. WORK. I would presume they do. Mr. Johnston is a pretty thorough man, and I would imagine they keep those.

Mr. McCANN. I just wondered whether we could have a record of the meetings of the presidents of the producers for the period covered by September 11 through September 23.

Mr. PRICE. I will see if there is such a thing.

Mr. McCANN. Mr. Chairman, I think that covers the questions I have to ask Mr. Work.

No; I have another series. I am sorry.

Mr. WORK, we are advised by witnesses who came before us, Mr. Tom Hill, Mr. McCausland, and I believe Mr. DeLuca that at your plant they were instructed, and it came back ultimately to you, as I remember, that on a special day—the 23d—they were to call all carpenters in, assign them to hot sets and if they refused to work they were to be told to get off the premises. Did you issue that order?

Mr. WORK. Yes.

Mr. McCANN. Did you issue the same order with respect to the painters?

Mr. WORK. Yes.

Mr. McCANN. And that was the same order issued by all the major companies at that time?

Mr. WORK. I presume the same action was taken.

Mr. McCANN. I think that is all, Mr. Chairman.

Mr. KEARNS. Mr. Work, it appears about this time, September 11 to 23, it was a very important period in the movie industry. We have had testimony here that sounds very much like your testimony. It looks like to me now, just an expression of form here, that the presidents in New York were very glad at this time to give the vice presidents in charge of operations and running the works here the full responsibility of the situation. We have had testimony where other executives here called the presidents. They said, "You just use your own judgment. You go ahead."

Mr. Mannix yesterday in his testimony said he called the president more than the president called him, because he would call up to get a blessing on how things were going and invariably he was told to use his own judgment and go ahead.

Do you think there is any possibility that the presidents may have gotten together and decided this was a good time to let the vice presidents be the presidents?

Mr. WORK. Well, I really don't think so, because the operation has always been a very close one. As a matter of fact, some of the presidents were located in Hollywood.

Mr. KEARNS. Very few of them.

Mr. WORK. Two or three or four of them.

Mr. KEARNS. Yes.

Mr. WORK. No; I think the presidents realize—we had been through this for over 2 years, and it was getting tighter and tighter and tighter, and they realized their responsibility to their group or to their board, and my reports were in the nature to advise Mr. Blumberg so he would have the proper information to deliver to his board meetings.

There was nothing that he could do about it. If there were he would have done it. There was little that any of us could do, even though we tried and hoped to be able to. We did try to anticipate what was going to happen, but we were not always successful.

Mr. KEARNS. Well, what was your opinion of the decision handed down by the three-man committee that came out here?

Mr. WORK. You mean the first one?

Mr. KEARNS. Yes.

Mr. WORK. Well, I could understand that, because it was a very confused issue. The whole history of the industry is a confused one.

Mr. KEARNS. I understand that. Just to get to the point, were you sitting in a committee when the interpretation of the decision was decided upon by management?

Mr. WORK. Well, we had it explained. Yes; I sat in that meeting.

Mr. KEARNS. Did management determine the interpretation or did your attorneys?

Mr. WORK. Well, as a group, they took it point by point.

Mr. KEARNS. Who did?

Mr. WORK. The producers, as a group, with their labor representatives and with the attorneys.

Mr. KEARNS. Then where did the final decision rest?

Mr. WORK. With the group. We were finally in accord on—although we knew it was trouble—

Mr. KEARNS. You knew it was trouble?

Mr. WORK. Oh, yes, yes; we knew it was trouble.

Mr. KEARNS. But management then made the decision that the three-man committee decided in their directive that the carpenters were not to have the jurisdiction; is that right?

Mr. WORK. Yes; because management was part of the understanding at the Miami conference to accept that directive.

Mr. KEARNS. You weren't at the Miami conference?

Mr. WORK. No; but as the result of the—even the directive there was a misunderstanding, and at one of our meetings at 5 o'clock in the afternoon we decided to take a plane back to Washington that very night.

Mr. KEARNS. From where?

Mr. WORK. From here, from Hollywood, and to try to get a clarification of the directive.

Mr. KEARNS. Who did you meet with in Washington?

Mr. WORK. Mr. Green.

Mr. KEARNS. What did he tell you?

Mr. WORK. Well, he had a new line of double talk. In other words, we had to more or less force the issue. Mr. Walsh was at that meeting. Mr. Hutcheson didn't care to come.

We weren't very welcome. They didn't put any red carpets out for us. We went anyway, trying to force our position, a clarification of it, so we wouldn't violate the intent of the Miami conference during the time the committee was trying to clarify the work.

Mr. KEARNS. What would have happened, do you think, as a producer—you may or may not answer this question—had there been no directive by this committee?

Mr. WORK. We would have continued to operate by appeasement to the best of our ability, by appeasing, because no individual produced—I am speaking now as an individual producer or company—

Mr. KEARNS. Your individual opinion?

Mr. WORK. No individual producer has strength enough with the elements he has to work with to combat such a situation. You must understand there is between 650 and 700 different classifications of work in a studio.

Mr. KEARNS. I can appreciate that.

Mr. WORK. And every second something is overlapping. There is about 700 too many titles. As a matter of fact, the personnel roster of a studio looks like the telephone directory. Everybody is a vice president or general manager, or something else.

It is a conflict, it is nothing but conflict. You would appease. This was no plan. It was impossible to project—although you project a production schedule a year or a year and a half in advance, you couldn't project your operations, because you don't know what your problem was today.

Mr. KEARNS. You think the decision helped clarify the situation?

Mr. WORK. Well, it told us what to do, but I was quite sure it wouldn't be acceptable to the men that it affected.

Mr. KEARNS. As a producer, did you hate to see these carpenters, these lay-off men and these men of skills go out on this day, September 23?

Mr. WORK. Well, having come from the wrong side of the railroad tracks and having been part of labor all my life I was deeply con-

cerned with all that it affected. I hated to see the bitterness and the unrest and the poisoning in the minds of people when there was so much there for all.

I regretted it sincerely, so much so that that is why I am on more or less the inactive list. I just wouldn't go forward any longer.

Mr. KEARNS. Do you think it was the intention of this committee of all the studios to keep these men out permanently from their jobs?

Mr. WORK. No. We always fought to keep them in. We never had, to my knowledge, a misunderstanding about dollars. It always got to the point of who was going to do it to who, and why.

The working conditions we tried to adjust. What difference would it make to a producer who did the work? We were in no way involved. Some of our top executives were members of the carpenters' union. Al Richards, who was our superintendent, DeLuca—

Mr. KEARNS. Yes, we heard from him.

Mr. WORK. The IA never objected to those men carrying over the operation of the lot for a long period there. They were carpenters.

Mr. KEARNS. Then, Mr. Work, you go on record to say then when you gave the orders out at Universal if these men wouldn't work on certain sets they would have to be paid off and asked to leave the lot, and your word was the final word?

Mr. WORK. That is correct.

Mr. KEARNS. You hold nobody else responsible in your company?

Mr. WORK. Not at all.

Mr. KEARNS. Not the president?

Mr. WORK. No.

Mr. KEARNS. You have what we call here in Hollywood management that is represented on the sod here.

Mr. WORK. Yes. You mean the Producers Association?

Mr. KEARNS. Yes.

Mr. WORK. That is right.

Mr. KEARNS. You didn't take your ultimatum from this committee or your president in Washington, you made the decision.

Mr. WORK. We discussed a plan of operation, as stated in the statement. How to approach a problem, which way you could go, we had—there was nothing to stop anybody from closing the studio, if they wanted, excepting the fear of being charged by a lock-out.

Mr. KEARNS. Your word was final?

Mr. WORK. That is correct.

Mr. KEARNS. You at Twentieth Century-Fox, as the testimony shows here, are rather unique. It seems through the testimony of others it is by different controls for others.

Mr. WORK. In our operation I was responsible to the president who, in turn, was responsible to the board. I had been given the complete authority to go forward.

Mr. KEARNS. You didn't have to ask anybody else.

Mr. WORK. No.

Mr. KEARNS. Your word was final?

Mr. WORK. Yes.

Mr. KEARNS. That is all I have.

Mr. McCANN. Mr. Chairman, we have a number of other questions here. I wonder if we could have a 5-minute recess.

Mr. KEARNS. No objection. Five minutes' recess.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. WORK, you made one statement here before the recess about being on the other side of the tracks. I took it from that that possibly you were a workingman yourself at one time and came up through that channel.

Mr. WORK. Well, I was; yes.

Mr. KEARNS. Naturally, any man, I think, that has the background of having worked for a living is more or less one who has a deep spot in his heart for those that work, is that correct?

Mr. WORK. That is the way I felt; yes.

Mr. KEARNS. And then you went on to reiterate that you felt so badly because of the decision that the men must leave their jobs and all you didn't take an active part any longer in it.

Mr. WORK. I made my plans to withdraw. I couldn't do it immediately. I made my plans to withdraw from an executive position with that complete and full authority and responsibility. As I said, at the beginning I was vice president in charge of production and general manager of the studio, which I got it on both sides. I didn't feel that I had the strength. I thought it was a hopeless cause and I was better satisfied to be away from it.

Mr. KEARNS. Mr. Work, this is rather a pertinent question I wish you would answer: Were you ever reprimanded by the management for your stand in fairness to labor?

Mr. WORK. No. As a matter of fact, I was always upheld because of the consideration for labor. If you will permit me to say so—without any reflection upon any other company—it was my recommendation that brought through to the board's approval of all employees of Universal that were in the armed forces and received 25 percent of their compensation during the period they were in the armed forces. I think Universal was the company who owes more to labor as a whole than any other company, because just a few short years back, in 1939, we had a few sheriffs rehearsing for each door, and it was with the help of labor and all branches of it that we weathered that storm.

Mr. KEARNS. Thank you, Mr. Work.

Mr. McCANN. Mr. Chairman, I have a number of questions now that have been written out here. I am hoping we can finish Mr. Cobb's testimony this morning.

I think it must be done if we are going to approach the conclusion of these hearings by the end of the week.

Mr. KEARNS. I want to tell the gentlemen here, the press especially since they asked me to let them know, there will be no night session tonight, so they can make their plans accordingly.

Mr. McCANN. A question by Mr. Levy. You have referred to the trip to Washington after Miami. Don't you mean that the Washington trip was undertaken after Cincinnati?

Mr. WORK. Yes.

Mr. McCANN. And that the Washington meeting with President Green was prior to the time that the three-man AFL committee rendered its decision on December 26, 1945?

Mr. WORK. That is correct. The trip to Washington was to clarify the directive that terminated the strike, the first strike, that was, and the conditions under which the termination was set upon.

We had a wrangle about how it was to be settled and we went back to get Mr. Green, who was the chairman of the executive council of the American Federation of Labor, to tell us what the intent was of this directive.

As I said before, he couldn't tell us. There was a little double talk, and I had to ask him point blank the directive referred to the fact that management could or the statement published and issued—I forget the text—but roughly that management could employ anybody that wanted to be employed, but it was meant with the tongue in the cheek and we tried to get a direct statement. At this meeting Mr. Walsh was with Mr. Green.

Mr. Green sort of raised his voice a bit, and I turned around to Dick, and I said, "Dick, what would happen if we were to do so and so?"

And Dick said, "I guess you wouldn't have any men."

So we weren't getting a very clear interpretation. But we got the general idea; full steam ahead with the emergency brakes on.

Mr. McCANN. Are you ready for me to ask these other questions, Mr. Chairman?

Mr. KEARNS. Go ahead.

Mr. McCANN. These are questions proposed by Mr. Cobb. From a cursory glance you may not be able to answer all of them. Some of them I think are rather inappropriate. I am going to read them to you.

Were Brewer and Walsh asked if they would relinquish any of the disputed work in order to keep the studios open? Now, that is after your order of September 11, the ultimatum.

Mr. WORK. I imagine we asked them, because we asked them so many things. In fact, that is all we ever did, was ask. I wouldn't be a bit surprised if we said, "Please get this thing straightened out. It is terrible. It is awful." We became criers. I wouldn't be a bit surprised.

Mr. McCANN. When did you first talk with Walsh and Brewer about the clarification of August 16, 1946?

Mr. WORK. Well, my recollection is, when we received the clarification of the three-man committee directive, I don't think Walsh was at the meeting. I think we talked with Brewer and maybe some of his local men. I am quite sure Walsh wasn't—

Mr. McCANN. Do you recall where you were and who was there when you talked with Brewer about that clarification?

Mr. WORK. I imagine it would have been at the producers. We had two places of meeting. One was in Beverly Hills and one was in the Producers Association. I imagine that meeting was at the Producers

I don't see any question there. I will ask the question I asked you Association.

Mr. McCANN. Do you recall what was said by Mr. Brewer?

Mr. WORK. I really do not; no, sir.

Mr. McCANN. You said you wished to avoid a lock-out by the program adopted.

Mr. Chairman, I am not going to ask him to define a strike and a lock-out. I think that is a matter that is completely irrelevant, and I am not going to ask that question. I think definitions are a little out of keeping here.

What is the meaning of "mill work" as used in the December 26, 1945, decision and in your recent agreement with the so-called set erectors?

Mr. WORK. Well, I am not very familiar with the working conditions and definitions of the various classifications of work offhand. After all, millwork is commonly termed "woodwork" that goes—that is built in the mills.

Mr. McCANN. Well, in the agreement between the producers and the IATSE and MPMO—will someone tell me what MPMO means?

Mr. LEVY. Moving Picture Machine Operators' Union.

Mr. McCANN. This agreement was entered into the 15th day of August 1947. Article II says:

The producer will employ for the performance of the work of erection of sets on stages (except all trim and millwork on sets and stages) and for the making or running repairs in the taking and recording of sound motion pictures (as all such work is determined to be within the union's jurisdiction by the decision of the executive council committee of the American Federation of Labor, dated December 26, 1945, and attached as exhibit A) only workers who are members in good standing of the union and the union will furnish competent men to perform the work and render the services required by the producer at such rates and under such conditions as are herein provided for and in accordance with the provisions of this agreement.

I don't see any question there. I will ask the question I asked you before, and I thought it went before this; it was on top of it.

What is the meaning of millwork on sets and stages as used in the December 26, 1945, decision and in your recent agreement with the so-called set erectors? I will ask that again.

Mr. WORK. We were under the impression, if my memory serves me correctly, that millwork was trim, such as your framework around your doors, your doors and so forth.

Mr. McCANN. Who was present in the conference with Walsh and Brewer?

What do you mean, Mr. Cobb?

Mr. COBB. Between the 11th—

Mr. McCANN. Between the 11th and the 19th of September 1946.

Mr. WORK. I would imagine that called for a complete representation from all studios. I would think that every studio must have been represented at that meeting.

Mr. McCANN. With the usual bargaining committee?

Mr. WORK. That is right.

Mr. McCANN. And lawyers?

Mr. WORK. That is right.

Mr. McCANN. And so forth?

Mr. WORK. That is right.

Mr. McCANN. You say that the committee had been meeting for many months. Please state how many meetings you had held after July 2, 1946.

I think that is a matter of record, Mr. Chairman.

Mr. KEARNS. That is right.

Mr. McCANN. And should be secured from someone else. He couldn't answer that question.

Mr. KEARNS. Yes.

Mr. WORK. We were negotiating all during that period with one craft or the other, and somewhere there is a complete record of all the meetings, because Mr. Casey or Mr. Pelton—they were always in at-

tendance, or the attorneys were there. There wasn't a day or a night, hardly, that went by, there wasn't some meeting.

Mr. COBB. Mr. Chairman, may I state the purpose of this question? It has been shown by all the witnesses that no minutes were kept of the meeting on the 11th or any of the meetings subsequent to the 11th. If that had been the rule, then it may be assumed that no minutes were kept of the preceding meetings of similar character.

The question is to ascertain from this witness what meetings he attended where Mr. Walsh or Mr. Brewer were present, so that we may develop for the evidence what occurred in the negotiations between the companies and the IA prior to September 11, the date of the so-called ultimatum from Mr. Cambiano, and subsequent to July 2, the date of the collective bargaining agreement with the carpenters.

Mr. KEARNS. Mr. Cobb, I have requested the minutes. If they are available, I imagine the counsel will secure them.

Mr. PRICE. You asked for the minutes between the 11th and the—
Mr. KEARNS. The 23d.

Mr. PRICE. The 23d. They are being prepared. They are making copies.

Mr. KEARNS. Wait a minute. Mr. Cobb, I don't think it is fair for the witness here, who has stated very definitely that he sort of withdrew from an active part in it after the 23d, and probably has forgotten a lot about the negotiations from that time, to be nailed down to a date here when it will be shown in the minutes when they are put in the record.

Mr. COBB. Mr. Chairman, you have asked for the minutes subsequent to September 11—

Mr. KEARNS. I asked from the 11th to the 23d, too.

Mr. COBB. We are asking for the minutes or the facts from July 2, 1946, up to September 11.

Mr. KEARNS. You are asking. But I haven't asked.

Mr. COBB. I am requesting you ask.

Mr. KEARNS. I wouldn't make a decision now. I would have to think it over, Mr. Cobb.

Mr. COBB. May the record show that is our request?

Mr. KEARNS. Yes, sir.

Mr. McCANN. Mr. Work, I want to ask you a question of mine. From the time of the December directive in 1945 to the time you ceased to be active as the manager of the production department, did you have frequent conferences with the bargaining committee of the producers and representatives of the IATSE?

Mr. WORK. I was a member of the labor committee at that particular time. And originally the labor committee consisted of four, and about that time we expanded it to take in every studio.

We had a full and complete agenda of meetings with every craft, writers, readers—story analysts, pardon me—every craft that you can think of. We had a backlog of them. I think the agenda of the various meetings can show we were tied up 3, 4, 5, 6 days a week.

So that we were discussing and negotiating with all groups, because we had nothing but trouble, work stoppages. We had to have a committee to do nothing but sit by on the lot, on our own lot, for work stoppages, trouble shooters to go here, to go there, because when you have five or six companies shooting, with a lot of 2,000 or 3,000

people employed, to shut down for an hour or 2 hours with a high-price crew was a very costly operation. So we would send out trouble shooters.

Mr. McCANN. What I was driving at, Mr. Work—and I am not trying to cut-off your testimony—was the fact that this labor committee had to meet with representatives of the unions constantly throughout this period, and that there were meetings with carpenters.

Mr. WORK. I would presume they came up, the CSU, they had their alternates.

Mr. McCANN. Let us say the CSU. With the CSU group and with the IATSE groups, that were very frequent covering that whole period?

Mr. WORK. That is, to the best of my knowledge, right, yes.

Mr. McCANN. If we want more detailed information, I think we should get it through the records. I am not going to ask, Mr. Chairman, that he recall from memory at what time any particular group was there.

The only meetings we have asked you about specifically were those between September 11 and 19.

Mr. Chairman, these questions I have had to read to get some understanding of what they are about.

By the decision of December 26, 1945, the following work was given to the carpenters:

Section 1. All trim and millwork on sets and stages.

Section 2. All millwork and carpenter work in connection with studios.

Please give your interpretation of section 1, which relates to mill-work on sets and stages.

Mr. WORK. Millwork—that is my—I am not a practical man when it comes to the building of it. My interpretation of that would be, mill work would be trim, doors, windows, and so forth.

Mr. McCANN. Section 2, with relation to millwork and carpenter work in connection with studios.

Mr. WORK. Well, if you said "all millwork and carpenter work," then again it becomes the double-talk issue. The carpenter work is classified as set erection, and the set erection is classified as carpenter work.

Mr. McCANN. My dear sir, I can't help you any. I am just reading from the directive.

Mr. WORK. So it would all—I would naturally say that it has the two—carpenter work with the woodwork. But, on the other hand, if I were to look from the set erection point, I would say the same thing.

Mr. KEARNS. As Shakespeare would say: "To do or not to do."

Mr. McCANN. Mr. Chairman, those are all the questions that have been submitted.

Mr. KEARNS. Mr. Work, I think your testimony has been very valuable. I think you are very sound in your testimony.

There is one thing I want to ask you before you leave the stand. In your broad experience in production work and in handling men, would you be willing to make this comment for the record if you think you would agree with it:

After men become men, and grow up and take on responsibilities of families and the supporting of families, and so forth, they have

jobs in order to survive, like we all have to survive. We have to have a pay day if we are going to survive. A pay day is a very big thing in life. I don't care whether you are making \$1,500 or \$10,000 a year.

Isn't there some way possible in this industry that disputes over assigned duties would never in any way cause stoppage of work, that disputes could be submitted in writing, that production should go on, and then it would be decided later on which group should have the work? But we shouldn't have this stoppage, in fairness to the men and in fairness to industry.

Mr. WORK. It is the simplest thing in the world to do if it is the will of the principals to accept it.

The producers, or companies, have no interest in who does the work. That is period.

It then becomes a matter of the principals and who are the governing body of the principals. We, too, have in the studios in executive positions a caste system, and you have an alleged caste system in unions, where everyone wants to meet on the same level.

In our negotiations or talk, I hesitate to talk as a principal with any person that is not a principal, because it means it will be confused. All of the better deals and arrangements I have ever made have been with principals. There are not many principals in this misunderstanding. I have to take sides, but I know at times there was an earnest desire on behalf of everyone to wave aside the misunderstandings and to talk it out, provided you could get the principals, the men in authority, upon the same level.

As I was telling Maurice this morning, I could make an intent deal in 20 words, and then when the lawyers started to work on it—with apologies—they start to putting in the escape clauses and I would generally get back a deal that was 40 pages. That is the same thing if you are dealing with principals.

I know the men in labor are big men, and they have done a marvelous job. Rarely have I ever had one of them break faith once they give their word. I mean, it is better than a written commitment.

If those men could some way sit around the table with a bottle of Scotch or a bottle of root beer—whatever their choice is—they might, I believe, come to an understanding, especially if there was an outsider present.

Mr. KEARNS. Before I went to Congress, I was a superintendent of schools up until December 31, and I never had a paddle in my office. I lived in a town where there were 38 different nationalities, a strong CIO town; probably 70 percent of the community belonged to the CIO union.

All through the State of Pennsylvania they were crying about juvenile delinquency, "What is going to become of the Nation?" The children are going haywire."

Well, we had a few boys and girls that would get out of line, but I took time out to generally get those youngsters in the office and have a chat with them. And then I found mostly the reason they were doing things that weren't becoming to a child of their age was because they weren't properly occupied in something they liked to do as youngsters. So I found things for them to do, and I asked them if I could be in on it with them and try to work out their problems.

Well, I didn't have any juvenile delinquency because I took a personal interest in what the kids were doing. Yet, when I would pick up the newspapers and see about this bloodshed here [indicating] and this riot over here [indicating], and these fellows teeing off over here [indicating]—and they asked the schools of America then to produce a future citizenry, adult citizenry of this Nation and have them be ideal, when the adults themselves were setting such a bad pattern for them.

A lot of these troubles are just caused by misunderstandings. I like your comment there, Mr. Work. We don't need this stoppage in work. Everybody should be fair and go ahead and do the job and settle disputes.

There is no need for stoppage. And I think you ought to leave a lot of these words out and phrases out and sentences out and p. s.'s, and whatever you put on in this case or in that case if something happens, and so forth.

I was investigating Mr. Petrillo pretty strongly, and I want to say one thing in favor of him at this time. As I went through the whole country investigating this situation, I felt very, very good when I summarized the whole thing, to find that although he drove a hard bargain. I am firmly convinced the man fundamentally is interested in employment for his men—he wants to keep men on the job and not take them off the job—I will say that for Mr. Petrillo.

Further, once he gave his word, Mr. Work, that "That is a job. That is our bid," and he said, "We will do the job. That is what we want." There wasn't any stoppage. Mr. Counsel, you found that going along. The job was done.

I had a man down at R. C. A. with 23 unions, and he said:

I have more trouble with the other 23 unions than I have with Mr. Petrillo, because when Mr. Petrillo makes a bargain and he says, "We will do it," he said, "You can go home and go to bed. It is a deal."

We have to get down to the place in America with relationship between management and labor when people give their word that they will do something, that they carry it out, carry out their word and do it, sir.

Mr. WORK. It can be done with principals and with principals only, because by the time an understanding is transmitted or related through 15 or 20 different people, it becomes a course of a different color. The intonation, the understanding, the whole intent is lost in the delivery of an understanding.

There is a level for presidents, vice presidents, general managers, and the only way they will ever do it is to get men of executive levels together. Those men are intelligent men. They are great leaders. They do a fine job for their people. So I don't think it is a difficult thing if that can be done.

We could not do it. We tried.

Mr. KEARNS. Thank you, Mr. Work.

Mr. WORK. Thank you, sir.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth and nothing but the truth, so help you God?

Mr. DARSTEIN. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF HERMAN A. DARSTEIN, BUSINESS MANAGER,
PINE-THOMAS PRODUCTIONS, LOS ANGELES, CALIF.

Mr. McCANN. Have you given your name and address to the reporter?

Mr. DARSTEIN. I testified here before.

Mr. McCANN. I know, but not during this hearing.

Mr. DARSTEIN. No, sir.

Mr. McCANN. Let's have your name and your address, please, sir.

Mr. DARSTEIN. Herman A. Darstein, 359 Huntley Drive.

Mr. McCANN. And what is your telephone number, sir?

Mr. DARSTEIN. Crestview 6-4976.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. DARSTEIN. Pine-Thomas Productions; business manager.

Mr. McCANN. How long have you held that position?

Mr. DARSTEIN. Twelve years.

Mr. McCANN. Did you have any problems in your particular plant as a result of the September 23, 1946, lay-off?

Mr. DARSTEIN. We had no difficulty until some time about 6 months ago.

Mr. McCANN. You were not a member of the Motion Picture Producers Association?

Mr. DARSTEIN. No. Our problem is a little different. We are an independent company.

Mr. McCANN. Tell us about your problem and when it arose and what took place.

Mr. DARSTEIN. Well, until about 6 months ago we operated with both carpenters, painters, and set erectors, at which time we received a call from the IA set erectors; I believe it was Mr. Hansford.

Mr. McCANN. Who is Mr. Hansford?

Mr. DARSTEIN. Mr. Hansford is the business agent, I understand.

Mr. McCANN. Of what organization; of the set erectors?

Mr. DARSTEIN. Set erectors.

Mr. McCANN. All right.

Mr. DARSTEIN. At which time he stated in the future we could not use carpenters or painters, that we would have to employ all IA help.

Mr. McCANN. Did you have a contract at that time with the IA?

Mr. DARSTEIN. No; we did not.

Mr. McCANN. Did you have a contract with the carpenters and painters?

Mr. DARSTEIN. We did not.

Mr. McCANN. You were an open shop, insofar as employment was concerned?

Mr. DARSTEIN. Well, no. I would say in the independent field we more or less followed whatever the major studios would do; we would follow suit.

Mr. McCANN. You had no contract?

Mr. DARSTEIN. We did not at that time; no.

Mr. McCANN. Have you made a contract since?

Mr. DARSTEIN. Yes; we have.

Mr. McCANN. When did you make a contract?

Mr. DARSTEIN. I don't recall the exact date, but it was sometime during August.

Mr. McCANN. Of this year?

Mr. DARSTEIN. Yes, sir.

Mr. McCANN. And what was your contract? Have you a copy of that contract?

Mr. DARSTEIN. Yes; I have.

Mr. McCANN. Let's have it, please, sir.

Mr. Price is this the same contract that has already been introduced in evidence that was made with the majors?

Mr. PRICE. No; I don't think so. It is a different form, Mr. McCann.

Mr. McCANN. What does this contract cover, sir?

Mr. DARSTEIN. Well, I would like to give a little explanation on this contract.

Mr. McCANN. All right.

Mr. DARSTEIN. Originally a different style, different type of contract was issued. At that time it included carpenters and painters, which I felt should not be included in any IA contract at that time. So finally this contract was forwarded to us and Mr. Pine asked me to check it, and I eliminated set erectors and I eliminated certain other clauses pertaining to set dressers, but we did not eliminate the set erectors.

Mr. McCANN. You did not eliminate set erectors?

Mr. DARSTEIN. Set erectors.

Mr. McCANN. In other words, you left set erection to the IA and you gave them that under this contract?

Mr. DARSTEIN. That is correct. And we added a provision that we would operate under the 1945 agreement, or rather, directive.

Mr. McCANN. Under the December 26, 1945, directive?

Mr. DARSTEIN. That is right.

Mr. McCANN. You have that in this contract?

Mr. DARSTEIN. It is, as you notice, on the second page; inserted on the side.

Mr. McCANN. Mr. Chairman, I will ask this contract be received in evidence and reproduced and returned to Mr. Darstein.

Mr. KEARNS. No objection.

(The document referred to is as follows:)

IATSE AND MPMO BASIC AGREEMENT

THIS AGREEMENT, executed this 8th day of August 1947, between the William H. Pine Corporation (hereinafter referred to as the Producer and/or Employer) on the one hand, and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada (hereinafter referred to as the Union) on the other hand,

WITNESSETH

WHEREAS the Producer and/or employer is engaged in making, taking, and producing of motion and still pictures throughout the United States and Canada, and elsewhere, and is desirous of entering into an agreement with respect to the matters and things hereinafter in this agreement set forth; and

WHEREAS the International Alliance is an international labor union organized for the mutual benefit of its members, and is affiliated with the American Federation of Labor, and has heretofore chartered and established certain local labor unions, known as the West Coast Studio Locals, whose members are employed by the Producer and/or employer, and is desirous of entering into an agreement with respect to the matters and things hereinafter in this agreement set forth, so that the same may inure to the benefit of the members of the International Alliance;

Now, therefore, in consideration of the mutual covenants, conditions, and agreements herein contained, the parties covenant and agree as follows:

I. TERM OF AGREEMENT

The term of this agreement shall be from August 20, 1947, until August 19, 1948.

II. SHOP AGREEMENT

The Producer and/or the Employer hereby promises and agrees that each and all of their respective employees now or hereafter employed by him in the following crafts and classifications of work shall at all times be members in good standing of the International Alliance:

All directors of photography, cameramen, assistant cameramen, camera film loaders: All sound men, assistant sound men, sound engineers, sound technicians: All film laboratory technicians engaged in the developing, printing, and negative cutting, storing, shipping, and care of films: All motion-picture projectionists and/or projection-machine operators: All motion-picture costumers engaged in the manufacturing, handling, or fitting of costumes and accessories appertaining thereto: All motion-picture-set electricians, floormen, lamp operators, and all persons engaged on all electrical apparatus used in the making and taking of motion and still pictures, exclusive of persons performing work which is required by agreement between the IATSE and the International Brotherhood of Electrical Workers as coming under the jurisdiction of the International Brotherhood of the Electrical Workers: All motion-picture property craftsmen and/or those engaged as motion-picture property men, swing-gang men, nurserymen, prop makers, prop miniature men, upholsterers, drapers, special-effects men, ship riggers, and all persons employed on all equipment and apparatus used in the above classifications of work: All motion-picture grips and/or those persons engaged in using motion-picture grip equipment and apparatus in connection with or appertaining thereto the taking and making of motion and still pictures: All motion-picture laborers and utility workers engaged in motion-picture stages and on locations where motion pictures are made, exclusive of laborers and utility workers performing work which is required by agreement between the IATSE and the International Hod Carriers, Building and Common Laborers Union of America, coming under the jurisdiction of the International Hod Carriers, Building and Common Laborers Union of America: All make-up artists, hair stylists, and body make-up women, and/or all persons engaged in applying facial or body make-up or cosmetics of any description, in creating hair styles, styling and dressing hair and wigs, in make-up laboratories and persons administering preparations thereof: Film editors and assistants and those engaged in the editing and cutting of positive films: Set erectors, the division of work to be in accordance with the Directive of December 26, 1945, issued by the Executive Council Committee of the American Federation of Labor: Those engaged as registered nurses and first-aid attendants.

The Producer and/or the Employer hereby promises and agrees during the term of this agreement to employ within the crafts and classifications of work above described only those workers who are members in good standing of the International Alliance.

The International Alliance promises and agrees to furnish competent men to perform the work and render the services required by the Producers and/or the Employer under the provisions of this agreement hereof at such rates and under such conditions as are herein provided for and as may be hereafter negotiated.

III. SCOPE OF AGREEMENT

The Producer and/or the Employer hereby recognizes the International Alliance as the collective bargaining agent of the employees in the crafts and classifications of work as herein provided for and in addition agrees that he will recognize the International Alliance as the collective bargaining agent of the employees in such other classifications of work in which a majority of the employees therein shall designate the International Alliance as the collective bargaining agent of the Employees or in which the International Alliance shall be certified by the National Labor Relations Board as the collective bargaining agent of the employee.

IV. WAGE SCALES—HOURS OF EMPLOYMENT—WORKING CONDITIONS

The wage scales, hours of employment, and working conditions applicable to employees in the crafts and classifications of work subject to this agreement shall be those established with the major Motion Picture Producers by the particular Local Union having jurisdiction over the work classification described herein or such rates and conditions as may hereinafter be negotiated by the International Alliance, such Local Unions, and the Producer and/or Employer.

V. BARGAINING AGENCY

It is hereby agreed between the parties hereto that all of the crafts and classifications of work set forth in this agreement and during the term of this agreement, shall be and remain an integral bargaining unit of which the International Alliance shall during the term of this agreement act as and be the collective bargaining agency.

VI. GRIEVANCES

In the event of any dispute between any Local of the International Alliance, any of its members and the Producer and/or the Employer with regard to wages, hours or other conditions of employment or with regard to the interpretation of this agreement, the procedure shall be as follows:

Step One.—The Representative of the Local Union and the Representative of the Producer and/or Employer shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Two.—In the event of a failure to settle the dispute under Step One, the International Representative of the I. A. T. S. E. and a Representative of the Producer and/or the Employer who are parties to this agreement shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Three.—In the event of a failure to settle the dispute under Step Two, the aggrieved party shall deliver to the other party a written statement of the grievance and such grievance shall thereupon be presented to a Grievance Committee. Such Committee shall consist of one member designated by the Union and one member designated by the Producer and/or the Employer who are parties to this agreement. Such Grievance Committee shall immediately discuss the matter and the dispute shall be settled if at all possible.

Step Four.—If such Grievance Committee cannot settle the dispute, an Impartial Chairman shall be selected by the members of the Grievance Committee within five days and such Grievance Committee and the Impartial Chairman shall promptly proceed to hear the matter and settle the dispute. The decision of the Grievance Committee and the Impartial Chairman shall be binding upon the parties hereto and upon the members of the Union. The Grievance Committee and the Impartial Chairman shall have power to interpret and apply the provisions of this agreement, but shall not have the power to amend or modify any of its provisions, nor shall they have power to effect a change in any of its provisions. The Grievance Committee and the Impartial Chairman shall not have power to determine jurisdictional disputes between any Local Union and any other labor organization. Fees and expenses of the Impartial Chairman shall be borne equally by the aggrieved Local Union and the Producer and/or the Employer.

Any grievance not presented under Step One within thirty days after the occurrence of the subject matter of the grievance shall be deemed to be waived. Time spent on Distant Location shall not be included within this period. Failure to settle the dispute within ten days after the invocation of Steps One, Two, and Three, respectively, entitles either party to proceed to the next step.

VII. INSIGNIA OF INTERNATIONAL ALLIANCE

The insignia of the International Alliance shall appear on the product of the Producer and/or the Employer, if such employer is engaged in making, taking, and producing of motion and still pictures.

IX. NOTICES

Any notice required herein shall be deemed sufficient notice as to a Producer and/or Employer, if sent to such Producer and/or Employer at the address indicated opposite its signature. Any party may change its address at any

time by giving written notice of such change to the other parties. All notices required herein shall be deemed sufficient if sent by telegram or registered mail.

X. Nothing contained in this agreement shall require either party to do or perform any act, or to refrain from doing or performing any act which is contrary to any present or future law or governmental regulation; and if any part of this agreement shall during the term hereof be declared or adjudged unlawful by any lawful authority, then such part shall for all purposes of this agreement be void and of no effect, but the remainder of this agreement shall continue to be and remain in full force and effect.

Employer: THE WILLIAM H. PINE CORP.,

By (S) WILLIAM H. PINE, Pres.

5746 Sunset Boulevard, Los Angeles, Calif.

I. A. T. S. E. AND M. P. M. O.,

By (S) ROY M. BREWER, *Int. Rep.*

Mr. McCANN. Now, tell us the story of what took place that led to this contract, sir.

Mr. DARSTEIN. As I testified before, until 6 months ago we operated, I would say, in great harmony between the carpenters and set erectors and painters.

After that time, we were contacted and we were given to understand in the future we could not operate as we had in the past. We had to use strictly IA help, which meant IA painters, carpenters, and whatever crafts were in dispute at that time.

Mr. McCANN. Who gave you to understand that?

Mr. DARSTEIN. Mr. Brewer by telephone.

Mr. McCANN. What did he say would happen if you didn't do it?

Mr. DARSTEIN. He said if we do not get rid of the men that belong to the CSU, we would not be serviced any longer by the IA.

Mr. McCANN. You were not to receive any service from the IA?

Mr. DARSTEIN. That is correct.

Mr. McCANN. Now, that meant then that the relationship which had existed until 6 months ago, which was pleasant—

Mr. DARSTEIN. Yes.

Mr. McCANN. And agreeable and harmonious between management and the CSU unions were terminated by reason of a mandate from Mr. Brewer?

Mr. DARSTEIN. That is correct, except that after several meetings, Mr. Thomas—I wasn't present at that meeting—came to an agreement with Mr. Brewer that we could finish the two pictures, because we had certain commitments with actors at that time, and with the provision we would employ an IA superintendent in addition to the superintendent we already had, and have had for the last 3 or 4 years.

Mr. McCANN. Can you identify this letter, sir, which is passed to you?

Mr. DARSTEIN. Yes, sir: I have seen a copy of this letter before. I understand that a copy of this letter went out to all IA crafts working in the independent studios.

Mr. McCANN. I would like to see that now.

Mr. Chairman, we are reading from a letter dated June 28, 1947, signed by James L. Noblitt, recording secretary, IATSE and MPMO, local 80, Hollywood.

DEAR BROTHER MEMBER: Immediately upon receipt of this letter, you will cease to service any independent production, or independent studio starting a new picture, without first obtaining permission from this office.

Any violation of the above will result in serious charges, and you will please adhere to the above order, in compliance with the bylaws of our International, article one, section one.

Now, who is Mr. Noblitt who issued such orders; can you tell me? Mr. DARSTEIN. No.

Mr. KEARNS. First, Mr. Counsel, doesn't that go back to the pattern of licensing people to do business?

Mr. McCANN. It goes further than that, Mr. Chairman, as I see it. Under the testimony which we received up to this time, the independent producer had enjoyed cordial relations with another union. They had functioned in the plant.

Under this order, as I interpret it—I will ask him if I am correct in my interpretation—upon receipt of this letter the members of the IA are instructed they cannot serve, they are to cease to serve any independent production or independent studio starting a new picture without first obtaining permission from this office, the office of Mr. Noblitt.

Mr. KEARNS. Wait a minute. Where does the man get off? If he has capital invested in an industry and—

Mr. McCANN. Mr. Noblitt tells him where to get off. I would like to know, Mr. Chairman, who Mr. Noblitt is. I would like to have him here. Is he present?

Mr. KEARNS. We will get to him.

Mr. McCANN. I would like to serve notice on the IA that we would like to have Mr. Noblitt. I would like to see these men who can stop everything with just one letter like that [indicating].

Mr. LUDDY. I don't know anybody except the counsel for a congressional committee that can do that.

Mr. McCANN. That can do what, sir?

Mr. KEARNS. Counsel isn't speaking here; I am speaking. That to me is very serious.

You mean if I want to produce a picture and I have my plant and I have my equipment, and I want to do business, I have to get permission from somebody to let me start a new picture?

Mr. McCANN. Is that what it means, sir?

Mr. DARSTEIN. Well, we took it to mean that; because we were supposed to start production on the 14th day of July, but Mr. Pine decided to shut down until after the Taft-Hartley law became law; which we did.

Mr. KEARNS. May I see the letter?

Mr. LEVY. This letter was written, Mr. Chairman, to the members of local 80. This letter was not written to any producer.

Mr. DARSTEIN. It was not sent to the producers. It was sent to the members of each local, as I understand it.

Mr. LEVY. I thought the chairman misunderstood. The letter was written to the members of the union, in accordance with the regulations of the union.

Mr. KEARNS. Then it goes back to whoever would be the steward, or whatever he may be called of a union, in a studio, if I owned it and he would come up and tell me whether or not I could—

Mr. LUDDY. In the same fashion, Mr. Chairman, that a steward would obey the regulations of a carpenters' union, with respect to declaring sets hot under certain jurisdictional disputes.

Mr. KEARNS. Well now, this is something I will go into a little later.

Mr. McCANN. That has already been read into the record.

Mr. KEARNS. All right.

Mr. McCANN. I would like to ask what transpired after you received your orders from Mr. Brewer. As I understood it, awhile ago, you said you were permitted to finish two pictures which were under contract, on condition that you put on an IA superintendent.

Mr. DARSTEIN. That is correct, sir.

Mr. KEARNS. Let's establish here who gave these orders.

Mr. McCANN. Mr. Brewer, you stated, didn't you?

Mr. DARSTEIN. As I stated, I was not at the meeting when that was decided. It was a meeting between Mr. Brewer and Mr. Thomas, who is a member of the firm, and he, in turn, informed me so.

Mr. McCANN. Mr. Thomas did?

Mr. DARSTEIN. Mr. Thomas did.

Mr. McCANN. He is a member of the firm that operates the studio?

Mr. DARSTEIN. That owns the producing company; yes.

Mr. McCANN. Mr. Thomas informed you that Mr. Brewer said you could go on and produce these two pictures, providing you put on an IA superintendent?

Mr. DARSTEIN. That is right.

Mr. McCANN. At what salary?

Mr. DARSTEIN. I believe it was \$225, \$250; I don't remember.

Mr. McCANN. You already had a superintendent?

Mr. DARSTEIN. We already had a superintendent.

Mr. KEARNS. \$225 a week?

Mr. DARSTEIN. A week; yes, sir.

Mr. McCANN. You had a superintendent at the time?

Mr. DARSTEIN. We had a superintendent at that time, who was not permitted to do any construction. In fact, originally he was not even supposed to be on the set at any time.

Mr. McCANN. Was he a carpenter?

Mr. DARSTEIN. A carpenter, member of the CSU; that is, of the carpenter local.

Mr. McCANN. He stayed on the job until you finished those two pictures?

Mr. DARSTEIN. Yes; he did.

Mr. McCANN. Then did you let him go?

Mr. DARSTEIN. We let him go. In fact, we let everyone go and we shut down in July.

Mr. McCANN. You let everyone go, including the IATSE men?

Mr. DARSTEIN. Yes.

Mr. KEARNS. Mr. Counsel, wouldn't that be considered feather-bedding?

Mr. McCANN. Of course, Mr. Chairman, that was feather-bedding, but that was before the Taft-Hartley law went into effect.

You had no use for this IATSE man, and you had to pay \$225 a week for him?

Mr. DARSTEIN. Yes.

Mr. McCANN. He wasn't essential at all to the operations of your studio?

Mr. DARSTEIN. No, sir.

Mr. McCANN. Why did you put him on?

Mr. DARSTEIN. Under pressure, I imagine. As I say, I was not present at the meeting.

Mr. McCANN. You heard it from the man that was there?

Mr. DARSTEIN. Yes, sir.

Mr. McCANN. He told you that you had to put him on?

Mr. DARSTEIN. That is right.

Mr. McCANN. Or what?

Mr. DARSTEIN. Or else we would not be serviced.

Mr. McCANN. And do you mean by serviced—

Mr. DARSTEIN. I tried to figure that out myself. Many times I tried to figure that out. As I understood it, it was this way: That if you need, let's say, 15 electricians and the chief electrician, Mr. Bruno, puts a call into the local and he will ask for the men, but the men either won't show up or there are just no men who are available, or they might come—I seen it in one instance, come in and lay down on the job, as they were told to do so.

Mr. McCANN. That is all, Mr. Chairman.

Mr. KEARNS. No further questions.

Mr. McCANN. Is there any difference in the present jurisdictional dispute in the major studios and in the independent producing companies?

Mr. DARSTEIN. Well, there was a great difference insofar as that the major studios had a shut-out or strike. I don't know. I don't think I have ever heard the final decision on that. Whereas, the independent companies were never bothered with sit-down strikes of any kind.

The carpenters and painters, they cooperated. They worked with the set erectors in the independent studios. So far as I know, there has never been any serious trouble in that respect.

Mr. McCANN. And there wasn't any until 6 months ago when you received your directive from Mr. Brewer?

Mr. DARSTEIN. From then on it seemed to get worse: yes, sir.

Mr. McCANN. Was there ever any refusal on the part of the carpenters and painters to perform their duties?

Mr. DARSTEIN. No, sir.

Mr. McCANN. Did any representative of the IATSE ever demand from your company to fill the carpenters' and painters' places?

Mr. DARSTEIN. Yes, sir.

Mr. McCANN. Who was that?

Mr. DARSTEIN. It was Mr. Brewer indirectly, when he sent the copy of the original contract that I mentioned, that we respected. I have no copy of that.

Mr. McCANN. You have a copy of that?

Mr. DARSTEIN. I have no copy with me.

Mr. McCANN. You have no copy with you?

Mr. DARSTEIN. No.

Mr. McCANN. That was a demand on you to substitute for the carpenters and painters the—

Mr. DARSTEIN. What it actually read was, "Among the balance of the IA crafts"; in addition were listed the painters and carpenters. I felt that the IA at that time had no jurisdiction over painters and carpenters, as well as set dressers.

Mr. McCANN. Did the IATSE have a demand for you to employ—we have already covered that.

Did the IATSE ever demand for you to employ a set dresser in addition to the recognized set dressers union employees?

Mr. DARSTEIN. Yes, sir.

Mr. McCANN. When was that? In this same contract?

Mr. DARSTEIN. Within the last, I would say the last 6 or 7 months, 8 months. We had to employ two set dressers. One was working on the stage and the other one on the outside.

Mr. McCANN. Did the IATSE ever approach you to sign a contract for carpenters, painters, and set dressers?

Mr. DARSTEIN. I believe I answered that.

Mr. McCANN. Yes. That is the contract that we have introduced?

Mr. DARSTEIN. No. That is a contract I have no copy of, with me.

Mr. McCANN. You haven't had to enter into a contract to employ carpenters and painters and set dressers from them yet?

Mr. DARSTEIN. No, sir. We finally rejected that particular clause in that contract.

Mr. McCANN. I didn't know that had been totally eliminated, but it was?

Mr. DARSTEIN. Yes, sir.

Mr. McCANN. You are still employing carpenters and painters from the local carpenters union?

Mr. DARSTEIN. That is correct.

Mr. McCANN. And from CSU?

Mr. DARSTEIN. That is right.

Mr. McCANN. But you have signed a basic agreement with the IATSE?

Mr. DARSTEIN. That is correct.

Mr. McCANN. What was the date of that agreement, do you remember?

Mr. DARSTEIN. I don't remember the exact date.

Mr. LEVY. August 8, 1947.

Mr. LUDDY. August 8, 1947.

Mr. McCANN. Thank you. Were any employees of your company, belonging to the IATSE, ever notified not to work for you until the company was O. K.'d by the IATSE?

Mr. DARSTEIN. Yes; that is correct. That is referring to certain letters that were mailed by the various locals to the members of those particular locals. Such as the—

Mr. McCANN. Have you any letters on that?

Mr. DARSTEIN. No, sir; I have no copy. I have seen a copy of it, but I don't have one.

Mr. McCANN. Was your company ever threatened by an IATSE representative in regards to the projectionists in theaters?

Mr. DARSTEIN. During one meeting Mr. Hansford made the statement that—I don't recall exactly how it was worded, but it was to the effect that don't forget the IA still controlled the projectionists.

Mr. McCANN. Here is a question by Mr. Esterman. Six months ago, were you not dealing with the carpenters and painters under a collective bargaining agreement entered into between the CSU and the independent group of which your studio is a member in June of 1946?

Mr. DARSTEIN. No. We happened to be more or less lone wolves. We don't belong to any group. We have been operating more or less under our own set-up.

Mr. LEVY. Independent independence.

Mr. DARSTEIN. That is right. We have had a lot of luck doing it, too.

Mr. McCANN. I think that is all, Mr. Chairman.

Mr. KEARNS. Will you correct me if I am wrong? It has been my impression there has been a better spirit of cooperation among the unions with the independents than with the larger studios, probably on the idea that they feel you are a smaller company and are trying to get along, and they have demonstrated, as I have observed it, a spirit of cooperativeness in order to let you fellows have an existence. Am I correct there?

Mr. DARSTEIN. Yes; I believe that—in the first place, I think an independent company operates differently, to begin with. A man working in the independent field has to have a greater knowledge—knowledge has to be more diversified for the fact we operate at greater speed, in order to save money and be able to stay in business.

Mr. KEARNS. All right.

Mr. McCANN. May we have another 5 minutes, Mr. Chairman?

Mr. KEARNS. Yes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, there is another question I would like to ask Mr. Darstein.

Mr. Darstein, have you had any difficulty through the period that you have been operating, with the present independent producer, with the local officers of the IATSE?

Mr. DARSTEIN. No, sir. Our dealings with the local business representatives of the various locals—we never ever had any difficulty.

Mr. McCANN. When did you have any difficulty? With whom have you had?

Mr. DARSTEIN. It seems it started when Mr. Brewer first called us.

Mr. McCANN. Your trouble started when Mr. Brewer called you?

Mr. DARSTEIN. Yes, sir.

Mr. McCANN. What is his position with the IATSE?

Mr. DARSTEIN. Well, as I understand it, he is a representative of Mr. Walsh.

Mr. McCANN. But with respect to the local representatives of the unions here, of the IATSE, you have had no difficulty?

Mr. DARSTEIN. No; we have the best relations at all times.

Mr. McCANN. Until 6 months ago?

Mr. DARSTEIN. Yes, sir.

Mr. McCANN. That is all.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. DAVIS. I do.

TESTIMONY OF WILLIAM H. DAVIS, WORKING STEWARD, EAGLE-LION STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. DAVIS. William H. Davis, 632 North Orange Drive, zone 36. Wyoming 0052.

Mr. McCANN. By whom are you employed?

Mr. DAVIS. At Eagle-Lion Studio; working steward.

Mr. McCANN. How long have you been with Eagle-Lion Studio?

Mr. DAVIS. Five years.

Mr. McCANN. As a working steward?

Mr. DAVIS. Yes, sir.

Mr. McCANN. Who do you represent as a working steward?

Mr. DAVIS. The studio carpenters in the Conference of Studio Unions.

Mr. McCANN. And you have been in that position at that particular studio now for 5 years?

Mr. DAVIS. Yes, sir.

Mr. McCANN. State any problems which have arisen lately with respect to your duties there.

Mr. DAVIS. Well, we have never had a strike on that lot, and our troubles didn't start until 1946, after the directive came down, when the set erectors came on the lot. It got so bad there that the carpenters could not square up a set or put a level on a set, until April 18.

The set erectors built a set, released it to the carpenters to put the trim on. There were three headers to be put up, ceiling pieces. The carpenters put them up and the next day the set was declared hot.

It stayed hot for 3 days.

Mr. McCANN. Who said it was hot?

Mr. DAVIS. The IATSE set erectors.

Mr. McCANN. Why was it hot?

Mr. DAVIS. Because the carpenters had put three ceiling pieces on. That goes on the top of a flat, to take care of a ceiling. And it sets back 2 inches; they are 2 feet wide and 8 feet long.

Mr. McCANN. Those are boards you are describing?

Mr. DAVIS. It is a flat we use in the studio.

Mr. McCANN. Well, had that work been done by the carpenters theretofore?

Mr. DAVIS. Yes, sir. They had done that work for the last 27 years; I have been in the studios for 26. That set stayed hot for 3 days, I believe it was.

Mr. McCANN. Then what happened?

Mr. DAVIS. I got a phone call from Mr. Fuhrmann that there had been a meeting in the studio and if I would come over to the studio and have the carpenters take those headers down, the IATSE would release the set.

I told Mr. Fuhrmann I would come over right away.

I contacted Mr. Fuhrmann and with the set erectors' boss and two carpenters we went up to the set and removed the three headers, which took 10 minutes.

The next day the set erectors put them back up and the IATSE released the set.

Things went on pretty good from then on until we had a set on a high stage, which is still there. The contractors come in and tarred the floor so it wouldn't leak down into the property room. And the carpenters went in to lay the beds, which are 2 inches high, 4 inches wide, and 8 feet long.

The set erectors went up there and refused to go on the job until the carpenters were removed off the job.

Mr. McCANN. Now, what were the carpenters doing there? What was it; was it carpentry work?

Mr. DAVIS. It was carpentry work. We have done it for the last 27 years.

Mr. McCANN. Was it made of boards?

Mr. DAVIS. It was made of boards. It is a bed 4 inches high. They use them to sometimes build 8 feet high—whatever height they want for a platform. It was to use for the set, to—so there could be no rain, so the set wouldn't get wet.

I contacted Bruno, of the set erectors, the foreman, and his steward. I explained to him what we were doing, so there would be no holes put into the floor so it would leak through.

He said, "Well, my boys won't go to work."

So I says, "All right." I went up and took my carpenters off the set, to keep from having any trouble.

Mr. McCANN. Did they have to tear up these boards in that case?

Mr. DAVIS. No, sir. They are a bed that is already made by the carpenters, and use them for that kind of work.

Mr. McCANN. Was that made in their shops?

Mr. DAVIS. That is made in the carpenter shop.

Mr. McCANN. And you just had to take your workmen off the set—

Mr. DAVIS. I had to take my carpenters off the set so the set wouldn't be hot.

From there things went along pretty good until we had a barn set. The barn set could have been built in the mill.

Bruno contacted me on the 10th day of May. He said, "Bill, what about the barn set?"

I said, "The carpenters are going to build it. We can build it in the mill."

He said, "If you build it in the mill, it will be hot."

I said, "Why not leave the carpenters cut the studding and the rafters, and we will send it over to the stage and you can put it up?"

He said he would contact his foreman. The foreman contacted the steward and the steward contacted the business agent of the IATSE. They contacted me in the mill about a half hour after in the presence of Oscar Schatte and Henry Fuhrmann, and told me that the IA's would build it, or nothing.

That let 55 carpenters to be laid off. My foreman voluntarily took a cut of two and a quarter as a journeyman's pay, and that continued on until July 11, 1947.

There was a meeting called in the mill by Mr. Ray Young, labor relations man. Mr. Young took the floor at 10 o'clock and told us that there was no jurisdiction, the IATSE had no contract with the Eagle-Lion Studio or the CSU.

I said to Mr. Young, I said, "There will be no discrimination against the conference men?"

And he says, "No," he says—I forget the words he said. But he said there would be no discrimination.

That Monday morning on the 14th there was 14 set erectors hired. I contacted Mr. Young on a Tuesday and asked him for more carpenters.

He asked me if I had spoken to Henry Fuhrmann, and I told him no, he was the labor relations man and I was contacting him.

He contacted Henry Fuhrmann and they put on four carpenters, I believe; about four.

That went on until Friday. Friday they had around 45 to 50 set erectors. I don't know what they were going to do. So I contacted Mr. Young again, and asked him if I could come to his office.

He said, "Yes, come on up." I went up and told him I would have to have mechanics in the mills, which is carpenters, to get the sets out.

He asked if I had taken it up with Henry. I told him no, that he was the labor relations man and I come to him.

He tried to contact Henry while I was in the office. He couldn't get him at that time. I seen Henry later on and Henry asked me—and I told him he had better get in contact with Mr. Young. I believe we got three or four more set erectors.

Mr. McCANN. They let out your carpenters on what date?

Mr. DAVIS. Around May 10, right when they took the barn set away from us.

Mr. McCANN. May 10, 1947?

Mr. DAVIS. Yes, sir.

Mr. McCANN. Then they took on 50 IATSE men?

Mr. DAVIS. Yes.

Mr. McCANN. That is, set erectors?

Mr. DAVIS. Yes. Mr. Young said there was no jurisdiction. On Monday, the 14th, the set erectors was coming in to work as carpenters in the mill, and painters, in the paint shop.

Mr. McCANN. What date was that, Monday what?

Mr. DAVIS. That was July 14.

Mr. McCANN. July 14?

Mr. DAVIS. Yes, sir.

Mr. McCANN. And so, after a period of 25 to 27 years—

Mr. DAVIS. Yes, sir.

Mr. McCANN. A new group was moved into the Eagle-Lion Studio lot?

Mr. DAVIS. That is right.

Mr. McCANN. To do work which the carpenters had done during all these years?

Mr. DAVIS. Yes, sir.

Mr. McCANN. How long has Eagle-Lion been in existence?

Mr. DAVIS. I believe Eagle-Lion was a PRC studio. I don't remember when the Eagle-Lion had taken it over. I have been with the PRC, and the Eagle-Lion for 5 years, as a shop steward.

Mr. McCANN. You have been with the two of them for 5 years?

Mr. DAVIS. Yes, sir.

Mr. McCANN. Is there anything else you want to contribute, sir?

Mr. DAVIS. No, sir. I believe that is right up to date, right up until today.

Mr. McCANN. Have you had to employ an IATSE superintendent?

Mr. DAVIS. Yes, sir. There is one there at all times.

Mr. McCANN. When was that done?

Mr. DAVIS. He has been there ever since the set erectors have been on the set.

Mr. McCANN. In other words, that came also in July 1947, did it not?

Mr. DAVIS. That came right after the '45 directive, in '46.

Mr. McCANN. Right after the 1945 directive?

Mr. DAVIS. Yes.

Mr. McCANN. December 26, 1945, directive?

Mr. DAVIS. Yes, sir.

Mr. McCANN. Now, have you any other thoughts to give us?

Mr. DAVIS. Well, no. If there is any questions, I would like to answer them.

Mr. McCANN. Mr. Chairman, that completes my questions.

I have a question from Mr. Cobb, in a minute.

Mr. KEARNS. Mr. Davis, you recall when I was over on the lot there?

Mr. DAVIS. Yes, sir.

Mr. KEARNS. And I personally went around and saw the operation all through your studio?

Mr. DAVIS. That is right.

Mr. KEARNS. I remember meeting Mr. Bruno.

Mr. DAVIS. Yes.

Mr. KEARNS. You and Mr. Bruno were both with me.

Mr. DAVIS. That is right.

Mr. KEARNS. I questioned both of you to this effect: Over in that studio the carpenters and set erectors were working together?

Mr. DAVIS. Well, we tried to get along together, to keep the studio open; that is right.

Mr. KEARNS. I was informed by both you gentlemen that they were getting along together.

Mr. DAVIS. We are—well, we are getting along.

Mr. KEARNS. You took me to a couple of sets there that had been erected, where you said both of them worked together on it, right on the stage.

Mr. DAVIS. That is right.

Mr. KEARNS. Would you say now, if I could put it this way: Now that they are in there they are trying to be cooperative?

Mr. DAVIS. They have been in since 1946.

Mr. KEARNS. They are trying to be cooperative?

Mr. DAVIS. I couldn't say that.

Mr. KEARNS. What is that?

Mr. DAVIS. We do have troubles.

Mr. KEARNS. Are they major troubles or minor troubles?

Mr. DAVIS. They get pretty big sometimes. We thrash them out. The carpenters back up. What I mean by "back up" is we let them have the set so we won't cause any trouble.

Mr. KEARNS. You claim out of the present set-up you have lost how many carpenters you formerly had?

Mr. DAVIS. We have got back 20 carpenters. There was 55 carpenters laid off May 10, 1947.

Mr. KEARNS. That is all I have, Mr. Counsel. Do you have any questions?

Mr. McCANN. Is Mr. Young present here?

Mr. DAVIS. Pardon?

Mr. McCANN. Is Mr. Young in the hearing room?

Mr. DAVIS. Yes, he is right in back of you.

Mr. YOUNG. Yes.

Mr. McCANN. Is Mr. Fuhrmann here?

Mr. FUHRMANN. Yes, sir.

Mr. McCANN. Mr. Fuhrmann.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. FUHRMANN. I do.

Mr. KEARNS. Take the chair.

**TESTIMONY OF HENRY FUHRMANN, TECHNICAL HEAD,
EAGLE-LION STUDIOS, SUNLAND, CALIF.**

Mr. McCANN. State your name and address, and telephone number.

Mr. FUHRMANN. Henry Fuhrmann, 9837 Sunland Boulevard, Sunland 10609.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. FUHRMANN. Eagle-Lion Studios.

Mr. McCANN. How long have you been employed by them?

Mr. FUHRMANN. About a year and a half.

Mr. McCANN. What is your job?

Mr. FUHRMANN. Technical head. Head of the technical department.

Mr. McCANN. What is your duty as head of the technical department?

Mr. FUHRMANN. That is more or less the job of a general supervisor over the different back-lot crafts, comprising the CSU group, as well as the IA.

Mr. McCANN. You are an over-all boss of the CSU and the IA?

Mr. FUHRMANN. That is right.

Mr. McCANN. You have been there a year and a half?

Mr. FUHRMANN. That is right.

Mr. McCANN. Were you there when the December directive came out in 1946?

Mr. FUHRMANN. I started there in May '46.

Mr. McCANN. What was the composition of the studio at the time you started there with respect to carpenters and IA men engaged in the general field of carpenter work?

Mr. FUHRMANN. Both groups were working under an interim agreement, entered into by the independent producers, at that time.

Mr. McCANN. How many carpenters were there and how many IA men were there?

Mr. FUHRMANN. Well, the IA's, of course, are a much larger group, because there are more different groups involved. We didn't have so many carpenters until such time as we started remodeling our studios.

Mr. McCANN. When was that?

Mr. FUHRMANN. That was in early May; as soon as I got over there.

Mr. McCANN. In early May of 1946?

Mr. FUHRMANN. That is right.

Mr. McCANN. How many carpenters were there?

Mr. FUHRMANN. We had up to 100 at one time.

Mr. McCANN. Did you have any set erectors of the IA?

Mr. FUHRMANN. We had none at that time, because we were not at that time in any production.

Mr. McCANN. You were not in production?

Mr. FUHRMANN. That is right.

Mr. McCANN. When did you get into production after your carpenter work?

Mr. FUHRMANN. We had at that time a couple of independent people on the lot, using the facilities of our studio.

Mr. McCANN. And were you furnishing the carpenter work for them?

Mr. FUHRMANN. We were furnishing the carpenter work and they occasionally called in a few set erectors.

Mr. McCANN. Were these carpenters members of the CSU?

Mr. FUHRMANN. They were.

Mr. McCANN. And were the set erectors members of the CSU?

Mr. FUHRMANN. The set erectors were IA people.

Mr. McCANN. How many set erectors did you have?

Mr. FUHRMANN. Very few. As I say, we were in very little production.

Mr. McCANN. I see.

Mr. FUHRMANN. It varied from time to time.

Mr. McCANN. How many carpenters did you have working on those two shows?

Mr. FUHRMANN. Well, very few there again, because they weren't very large sets and we worked the carpenters between the production and the actual construction.

Mr. McCANN. Now, did there come a time when the pressure of the IA forced your carpenters to be released?

Mr. FUHRMANN. Well, not entirely. I think Billy was a little bit off the beam when he said we laid off those 55 men because of set work being taken over by the set erectors. At that time we had our construction pretty well completed, and those people were laid off because of lack of work.

Mr. McCANN. Were they laid off because they didn't get to build this barn he was talking about?

Mr. FUHRMANN. Not that number of people. There wouldn't have been that many involved.

Mr. McCANN. How many would you have used had the barn been given to the carpenters?

Mr. FUHRMANN. At the time the barn was built we had our carpenters on other work, and the carpenters did back down on that set to allow the set erectors to build it, because of pressure brought by the IA.

Mr. McCANN. Was that job a carpenter job or an IA job?

Mr. FUHRMANN. Well, in all the years' experience I have had it has been carpenter work.

Mr. McCANN. It always had been carpenter work?

Mr. FUHRMANN. Right.

Mr. McCANN. And why did they back down there? Can you tell me that?

Mr. FUHRMANN. Yes, sir. So we could carry on production and not have any work stoppage.

Mr. McCANN. In other words, they yielded to the desires of the company there?

Mr. FUHRMANN. That is right.

Mr. McCANN. To avoid friction and prevent work stoppage? Were you threatened with work stoppage by the IA if they didn't build it?

Mr. FUHRMANN. I believe there was that pressure at that time; yes.

Mr. McCANN. Is there anything else you can contribute to this picture, to help us understand what is happening in the independent studios?

Mr. FUHRMANN. I think for the most part the independents have tried to be as fair as they possibly can, to carry on, under very trying conditions, at times.

I will say this: The workers on both sides have tried and made it possible for us to carry on.

Mr. McCANN. Has the IA forced out of your studio members of the conference of studio unions in the last year and a half that you have been in charge?

Mr. FUHRMANN. Well, of course, any time the IA moves in to take work that the carpenters claimed jurisdiction over, there is bound to be some carpenters left out of the deal.

Mr. McCANN. Yes.

Mr. FUHRMANN. As I said before, we were operating under an interim agreement entered into by all the independent producers at that time.

Mr. McCANN. When did that agreement run out?

Mr. FUHRMANN. I think probably the first of this year. I am not too sure about that, Mr. Young.

Mr. McCANN. The first of 1947?

Mr. FUHRMANN. I would say so.

Mr. McCANN. Was it lived up to pretty well until that time?

Mr. FUHRMANN. Inasmuch as we could; yes.

Mr. McCANN. No further questions, Mr. Chairman.

Mr. KEARNS. No questions. You are excused.

Mr. McCANN. That is all, sir.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. YOUNG. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF RAYMOND YOUNG, IN CHARGE OF PERSONNEL, LABOR RELATIONS, AND CONTRACTS, EAGLE-LION STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. YOUNG. Raymond Young, 4037 West Eighth Street, Los Angeles.

Mr. McCANN. Your telephone number?

Mr. YOUNG. Federal 0519.

Mr. McCANN. What is your business or profession?

Mr. YOUNG. I am in charge of personnel, labor relations, and contracts.

Mr. McCANN. For what company?

Mr. YOUNG. Eagle-Lion.

Mr. McCANN. How long have you held that position?

Mr. YOUNG. With Eagle-Lion since September 9, 1946. Prior to that time with P. R. C. Productions, since October 1944.

Mr. McCANN. In other words, you have been with the same organization since 1944?

Mr. YOUNG. Yes.

Mr. McCANN. Just changed the name; is that correct?

Mr. YOUNG. No; a new corporation was formed.

Mr. McCANN. Did you change your place of business or are you operating at the same headquarters?

Mr. YOUNG. Same headquarters.

Mr. McCANN. Did one organization go out of existence and another take over?

Mr. YOUNG. No. Another organization moved in and the former company moved to other quarters.

Mr. McCANN. I see.

Mr. YOUNG. Two corporations controlled by the same parent company.

Mr. McCANN. Now, will you tell us what your experience has been with the carpenters and with the IATSE as the general manager of that organization?

Mr. YOUNG. Following the directive of December 1945, we were requested to employ set erectors on the same basis as the majors. Following that date we had a period of inactivity. We had some corporate changes going on and we had very little production. At that time Pine-Thomas, of which Mr. Darstein is a member, was on our lot, and they were tenants on the lot.

They did have one or two pictures on which they used set erectors. We were in the midst of a very large building program. We had no production until about August of 1946, I would say, and at that time we started using set erectors in accordance with the general major policy.

Mr. McCANN. You were not a party to the contract in Cincinnati?

Mr. YOUNG. No.

Mr. McCANN. And you were not one of those who negotiated with the IA or the carpenters with respect to the functions which they should perform that has been testified to in these hearings?

Mr. YOUNG. That's right.

Mr. McCANN. You were simply advised by the IA that you were required or requested—which is it—to conform with the directive which had been made by the decision which had been made by the three-man committee?

Mr. YOUNG. That's right.

Mr. McCANN. Now which was it? Were you required or were you requested?

Mr. YOUNG. Well, the first contact I had with that was when Mr. Joe Singleton called on me and he said, "We worked out a deal with the majors and you are following major procedure, and we expect you to employ set erectors."

Mr. McCANN. Now prior to that time who did you employ to do the work of erection on stages?

Mr. YOUNG. Prior to December 1945 we had employed carpenters.

Mr. McCANN. And throughout your experience carpenters had done that work?

Mr. YOUNG. For the period I have been in the business, so far as I know.

Mr. McCANN. And did you accept the interpretation placed on it by the IA and by the major producers without any further thought?

Mr. YOUNG. No. We had conflicting ideas there from the two unions, and we tried to steer a middle course and—

Mr. McCANN. And how did you steer your course? Tell us about it. You had the CSU of the Conference of Studio Unions maintaining that they had the right to continue; didn't you?

Mr. YOUNG. That's right.

Mr. McCANN. And the IA maintaining that you had to conform to the same practice as the majors.

Mr. YOUNG. Yes.

Mr. McCANN. You weren't under a moral obligation to do either one; were you?

Mr. YOUNG. That's right.

Mr. McCANN. You had no contract with either one at the time; did you?

Mr. YOUNG. That's right.

Mr. McCANN. You hadn't entered into any agreement to yield to the December directive?

Mr. YOUNG. That is right.

Mr. McCANN. You had had satisfaction with respect to the work of the carpenters during a period of years?

Mr. YOUNG. Yes.

Mr. McCANN. Why did you go ahead and do what the majors did in that case, sir?

Mr. YOUNG. Because—in other words, we draw from the same labor pool as the majors, and although in many cases didn't have contracts—in fact, in most cases didn't have contracts—we subscribed to the major rates and the major working conditions. If we hadn't done that, we wouldn't have had men from any jurisdiction.

Mr. McCANN. Well, we can understand why you would have to pay wages that were competitive wages in the field. Were you satisfied with the work the carpenters had done on your stages?

Mr. YOUNG. Yes.

Mr. McCANN. And had been satisfied over the years?

Mr. YOUNG. Yes.

Mr. McCANN. How many did you put out of your plant as a result of yielding to the directive of December 26, 1945?

Mr. YOUNG. We didn't put out any.

Mr. McCANN. You didn't have to discharge any?

Mr. YOUNG. We didn't have to. We had ample work.

Mr. McCANN. You had ample work to keep them all on?

Mr. YOUNG. Yes.

Mr. McCANN. You had to put on set erectors, though?

Mr. YOUNG. Yes.

Mr. McCANN. You took carpenters off and put set erectors on?

Mr. YOUNG. Right.

Mr. McCANN. How many set erectors did you put on?

Mr. YOUNG. It fluctuated. At times we didn't have any.

Mr. McCANN. How many did you normally carry?

Mr. YOUNG. I would say on a small picture it might start with five or six set erectors and might go up to a large number.

Mr. McCANN. That's all, Mr. Chairman. Have you any questions?

Mr. KEARNS. No questions.

Mr. McCANN. I have one question here. Did you have any idle set erectors?

Mr. YOUNG. Yes; at one time we did.

Mr. McCANN. How long a time?

Mr. YOUNG. Might have been a week.

Mr. McCANN. And they were IA men?

Mr. YOUNG. They were IA men; yes.

Mr. McCANN. Those are Mr. Cobb's questions. Please note that. Mr. Chairman, I move that we adjourn until 2 o'clock—pardon me. There is another question here, Mr. Cobb's question: Were you forced to hire painters from the IA?

Mr. YOUNG. We hired some painters from the IA—I think about four or five.

Mr. McCANN. You did?

Mr. YOUNG. They were hired as carriageables. They were put on and laid off. I think at the moment we don't have any.

Mr. McCANN. You don't have any at this time?

Mr. YOUNG. That's right.

Mr. McCANN. Mr. Chairman, I move we adjourn until 2 o'clock, and I should like to ask Mr. Sorrell to be prepared with his witnesses to put them on at that time.

Mr. KEARNS. We stand adjourned until 2 o'clock p. m.

(At 11:45 o'clock a. m. a recess was taken until 2 o'clock p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Chairman, it is the desire of Mr. Sorrell that he would call, I hope, as few witnesses as possible, and then follow them. He wants to call Mr. Magginetti.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MAGGINETTI. I do.

TESTIMONY OF WILLIAM S. MAGGINETTI, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. MAGGINETTI. William S. Magginetti, 1805 North Bronson, Hollywood 28.

Mr. McCANN. What is your telephone number, sir?

Mr. MAGGINETTI. Granite 4454.

Mr. McCANN. I understand, Mr. Magginetti, that you desire to relate your experience in the studios, with particular reference to your experience in the IATSE. You may proceed.

Mr. MAGGINETTI. That is correct. I have here my card of local 37, and I was initiated in 1936 into local 37.

I was at Warner Bros. Studio and continued that employment at Warner Bros. until 1945.

In 1939, when 37 was broken into the respective locals, I was a member of local 44 and remained in that category until 1947. It was in April of 1947.

My experience within the IATSE, and what I have particularly to say, is that I want to make this preliminary statement: I have every

respect for every rank-and-file member of the IATSE and always have had. All the work and the things I have done have been for that organization itself.

I have only been opposed, all my work has been opposed, to the administration of the IATSE, never to the rank and file.

In our organization at local 44 I have taken a very active part since its inception to the time that I was expelled from the union. The organization there has a great number of men that believe in the principles that I believe in, in regard to rank-and-file unionism and decent unionism. We have gone through the Bioff and Brown episode that I don't care to dwell on. It is too terrible a thing to think about now. We had all gone through that.

By the way, I will say I never paid the assessment, I refused to pay it, and I never did pay any of the assessments that were assessed on members during that period.

But we had gone through all of that, and the suspicions of the rank-and-file men in the organization were very rife, and they had tried—different ones had tried with me to express their indignation at different things that had been going on, and they still believed that the influence of Bioff and Brown was in local 44, even though they had broken away from local 47. Mr. Ted Hansford was the business agent of local 44 in its inception, and it was very shortly after that we recalled him from that position because of malfeasance in office, and we then directed that he never hold office again in local 44 of the IATSE.

Now, by the way, Mr. Hansford is business agent for the machinists' group, or the mechanics' group, within the IATSE.

He was followed by appointment by Cappy DuVal. Cappy DuVal during the Brown regime was a check-off man or a man to see that the rank and file of the members in the different unions paid the assessment that was wrongfully assessed against every rank-and-file member. There was no justification for it at the time, and there never has been since. We believe it was a criminal act, outside of our union activities, and a great number refused ever to pay that.

Cappy DuVal, as I say, succeeded to the office, and that was his record. They also gave us a great deal to expect within the administration of the IATSE. We believed that a man like that being put into our organization as business agent of our local 44 was not the thing to do. He had a record back of him in connection with the Brown and Bioff case.

We wanted to be in an organization—I say "we"—those men who believed in me—particularly I did, because I always believed in honesty and always have. I have been a church member all my life and I believe in honesty and I think it can be accomplished in the union as well as outside of it, and I do not want to be a member of any organization that had any stigma attached to it.

From that time I worked insidiously at whatever I could to clean up whatever I thought was the bad influence within the IATSE.

The first thing that we realized—that there was some understanding between the studios and the IATSE—was around 1940 and 1942. We believed from the hang-over of the other situation that the men who made the trade with Bioff and Brown had done it for a purpose, and it was not for our good. We believed that we, as union members, or

the man who suffered because of that, suffered through receiving less in wages than what we should have gotten under ordinary and more decent conditions.

In 1942 a contract was offered to us—to local 44. Prior to that time we had tried to get things into the negotiating committee to ask for—in money and conditions, and so forth—and I will say even now that at that time local 44 had a very undemocratic organization. We were supposed to have home rule. The constitution and bylaws of the IATSE guaranteed us that home rule. Our own local guaranteed us, we believed, local autonomy, and that primarily that we, as an organization, could do whatever we wanted to do, and when we needed help here, why, then, that we could call upon the IATSE for help, but in the internal affairs of our organization we had complete power.

In 1942 the contract was brought back from the East. I had been informed—I don't recall who it was now informed me—that the contract had already been signed. We didn't have the right to reject it or accept it, that it was there, we were either to take it or leave it. In order to prove that on the floor, when the conditions were read—I will say at this time that the conditions—money and conditions—were read first. There was a cover sheet to that contract which signed away our bargaining rights to the IATSE, which the rank-and-file membership at that meeting were not aware of, and I was aware of, and I tried to inform the group, but I couldn't get over the idea clearly enough to them.

However, the wages of certain crafts within local 44 had not been increased in a parallel form with the higher groups, and I complained about that, and to put a test to the fact, I asked for a standing of all the men in that hall who had received only a 10-percent increase in wage, and more than 90 percent of that group stood up. I then thought that I had a group there which could prove what I knew to be true, and then I called upon them to reject that contract that was proposed to us.

And it looked as though that was going to be done. But there was quite a lot of consternation on the platform at that time. That contract had already been signed. We had nothing to do with it.

The president of 44, a number of months later, told me, after he had resigned, that I had caused a great deal of disturbance there because the contract had already been signed and we couldn't accept it or reject it. He had refused to sign the contract because that had been done. He resigned from local 44 as a consequence.

The men didn't at that time—didn't sustain my motion at that time because one of the men who had been a member of our organization and then transferred to an assistant directorship came out with the statement: "Fellows, I am not a member of your organization any more. I am only telling you this for your own good. If you don't accept this contract, I have definite information that definitely the War Labor Board as of this week will crystallize that amount of money you are receiving now and you will never receive a penny more than you are now—if you don't accept this contract."

And seeming to be the statement of some man from the outside, who was unconcerned, the men accepted that and they voted to accept that contract.

During the period between 1942, around 1943, was the first time we had rumblings on our floor of 44 that trouble was brewing with the

decorator question. We knew that a strike at any time would mean to the men no one would ever profit by it, and we tried to, if we could, to prevent anything happening on the decorator question. We had never bargained for them and never been a part of our organization since the inception of local 44. The question had never arisen until this time.

When Cappy DuVal made some statement about the decorators—at that time a motion on the floor was made by one of the members that we would disclaim any jurisdiction over set decorators, and the president told us then that was outside of our jurisdiction, that was an international question and we couldn't vote yes or no upon that particular question.

Mr. McCANN. Who was the president?

Mr. MAGGINETTI. Let me see. It was—I don't know whether Mr. Crouthers was still president there or—his name, the present one, leaves me. Bill—I think Mr. Brewer can supply it there.

Mr. McCANN. Let's go ahead.

Mr. MAGGINETTI. Yes. At any rate, I asked Cappy DuVal from the floor at that time, I said, "Why is it now that after all these years you claim the decorators? No one has ever even known we ever had anything to do with them." We had never bargained for them. They didn't pay dues to our organization. Why was it at this time?

He said, "Well, the only reason I have to give is that I have been derelict in my duty."

We knew right then that trouble was brewing in the decorator situation. We didn't want it to ensue, because it meant trouble on all sides.

We knew the decorators, we liked them. My particular work was with them. I was a lead man for a decorator and had done that work all my time during Warner Bros.

I knew their importance, and I knew the type of men—the man I worked for was one that had been one of the oldest in the business. We did—had a sympathy for them. The trouble that grew out of that, we realized, if local 44—the way we had been handled, that if they ever got hold of the set decorators, the set decorators would never change their conditions or improve their money conditions. We knew that, and the decorators knew then—the idea then was at that time, so long as they remained a guild, a society, and were ineffectual in gaining economic support to push their claims, they would never be increased the money.

We did get with another organization, that if we did get with another organization that would push that claim, they would get more money. That is when the IA came into claim then, as we saw it. then in 1944, to prevent them from getting an increase in their conditions and money.

In 1943, realizing a lot of things had been done with local 44, a great number of the men were casting around for someone to run as business agent against Cappy DuVal.

They first asked me to do it, and I didn't want to do that. I didn't think I was the competent, capable man. I thought there were other men that could do it better than I.

They said, "We will go around and if we can get someone that is better, we will do it. If not, will you give us the promise to run against DuVal?"

I said, "I will."

They tried to get others, and the others were afraid to do it. It has always been within local 44—and I think it is true with the majority of other locals of the IATSE—there has always been a fear of reprisal among the membership for any action they may do against the membership, and any man at that time—and I think up to the present—is afraid to do anything contrary to the dictates of the international administration for fear of reprisal in his job and the losing of the job.

Probably I was very foolish. I didn't have that fear. But that happened to me.

In 1943 the election they had told me before a group of men that maybe it was useless, because local 44 was too powerful an organization to let any outside rank-and-file man get possession of that as business agent. At that time we analyzed the position and realized that was so.

But, nevertheless, they insisted I do it. Local 44 was a sort of a catch-all organization at that time. I at that time realized its importance and I knew there was going to be an awful battle to displace the man the administration wanted in that position. It has been shown here a number of times that local 44 has had more jurisdictional trouble than all the IATSE locals put together, through DuVal. That is excusable because of the set-up. It is an organization whose hypotenuse of the triangle runs directly through every organization within the industry.

At any particular time a jurisdictional quarrel could be brought about, whether temporary or over a long period, over the decorators, through the propmen, and also through the outside greensmen, and with the carpenters through the propmakers, the machinists through the special effects department under local 44, the electrical department through the electrical fixtures under local 44, if it came to a case of where some of the other locals may break away and have their own bargaining rights, they could do it through the costumers, through the drapery department of local 44. They could claim it through the painters, through special effects, and the plumbers, through special effects, and even the laborers, through claiming to do the sweeping on the sets on the stages.

When we saw that picture, we realized the importance of 44. That was an organization that was not going to be allowed to be taken over by the rank-and-file members, so I knew what a battle there was going to be in store. Nevertheless, we made it.

I made a determined effort to try to win that election, if I could. I was at Warner's at the time. I had information then—Mr. Paddy Quinn, who was my immediate foreman, that he went to the property masters there in the assistant property masters and though he was supposed to be a very good friend of mine, he didn't want them to vote for me, and if they did, it meant trouble in 44.

Those men knew me and they signed a statement endorsing my campaign and what they may think of me as a man.

I don't know whether they did vote for me. Eventually, they knew what I was going to do if I were in there. I would try to clear up the situation with regard to the rank and file.

Mr. McCANN. How did the election come out? Let's move a little faster.

Mr. MAGGINETTI. At this particular time the election was against me; we realized it would be.

Mr. McCANN. How was the vote?

Mr. MAGGINETTI. The vote was, I think, DuVal beat me by 150 votes.

Mr. McCANN. What was the total vote?

Mr. MAGGINETTI. That I don't remember. It was around 600, out of a membership of 1,500.

Mr. KEARNS. Less than 50 percent of the membership voted?

Mr. MAGGINETTI. Yes. That was true. The reason for that was that you would never get all the membership up there. I say the membership were afraid of a reprisal. I had men friends of mine I had asked to come up, and when I was campaigning, at the bottom of the stairs there, they would come by and ignore me and say, under their breath, "Hello, Bill," and ignore me and go over and shake hands with Cappy DuVal. I knew they were going to vote for me. They were afraid, afraid of reprisal on the job. They were afraid of a good job they had and they would be changed to another job that wasn't so good.

Mr. KEARNS. Do you think the men in all the unions today realize that they don't have that fear anymore, that they have freedom and they can, if they want to, voice the objection to the type of leadership they are having? They have that freedom without being expelled from the union?

Mr. MAGGINETTI. I wish it would be made clear to them.

Mr. KEARNS. I don't think it is.

Mr. MAGGINETTI. They don't know. I will move on quickly. I tried to make this as quick as I could. It covers a multitude of things in my mind that has transpired in all these years.

Mr. McCANN. We can't give you all day. You will have to move more swiftly with it.

Mr. MAGGINETTI. In the decorators at that time—I will come to—I will pass the election. I was defeated. We knew, of course, always within 44 these votes were not on the up and up; they knew that.

We knew that on the count I would be counted out. That was a foregone conclusion. They wouldn't let holding of 44 to an outsider. It had to be an administration man. That would be all right.

Now then, I will move to the action there with our contract of 44, where it first came in that local 44 had claimed the bargaining rights or a part of the bargaining rights for the set decorators. This was in the little clause that no one knew about, as a membership.

We never knew at all in the membership—it came in and instead,

When an emergency—

Mr. McCANN. What are you reading from?

Mr. MAGGINETTI. From the agreement of 1944 with Local 44.

Mr. McCANN. With whom?

Mr. MAGGINETTI. This is an agreement with the producers.

Mr. McCANN. All right. Proceed.

Mr. LUDDY. Wage scale.

Mr. MAGGINETTI (reading) :

Whenever in an emergency a property master or assistant property master is required to originate dressing on a new set, he shall receive a bonus of 15 percent. This is intended only for creative work on new productions and not for duplication work or retakes or added scenes.

That was the first encroaching there of jurisdiction on the set decorators. At this time evidence has been brought out to show an existing

contract was with the Society of Set Decorators, which was in force for 5 years. And yet this was slipped over on the decorators without, I am sure, their knowledge, because they had told me they never knew that was there; that was in the 1944 agreement.

This was another agreement where we were supposed to have—to accept or reject it; that wasn't true. The National Labor Relations Board in a report they have made here of March of 1947 showed this particular thing was signed in New York in April of—April 17, and, as I recall the date here, it was given to us on April 23. It was already signed, that contract. We didn't have any autonomy on it.

Every time we had questions come up on the floor of anything of jurisdiction, they said, "You have no right to discuss this. This is an international question."

Mr. McCANN. In this particular contract you affirm, as a fact, that the contract was made in New York by the international, without consulting the local at all, as to wages, hours, and working conditions?

Mr. MAGGINETTI. They had formed a committee. We never knew who the committee was. I tried to inquire who the committee on negotiations was, so as to give them points I wanted to be in that contract.

Mr. McCANN. Then you want to change—do you want to say the contract was made in New York by members of your organization whose names you were unable to learn?

Mr. MAGGINETTI. "Cappy" DuVal, of course, was the business agent. He went back.

Mr. McCANN. You assumed he helped to make the contract?

Mr. MAGGINETTI. Yes. We tried to have someone on the floor to go back with him. He said, no, he had to go back by himself.

Mr. McCANN. "Cappy" DuVal did this himself in 1944?

Mr. MAGGINETTI. Yes. And brought it back. And making this brief, we could accept or reject it. It had been formed as in the 1942 contract. I say we had given them by the acceptance of that thing the bargaining rights and never submitted to the rights—they never knew about the cover sheet as to the bargaining rights.

Mr. McCANN. There was a cover sheet that gave you bargaining rights, gave bargaining rights to the men?

Mr. MAGGINETTI. All they were interested in at that time was money and conditions.

Mr. McCANN. Let's proceed. Let's get these points clear.

Mr. MAGGINETTI. There was a cover sheet to make—there was a cover sheet that gave them the right to make conditions. I pass from that, and that was supposed to give them bargaining rights, but they never knew that. I will go on now, I will pass that particular point. I will go on now to 1945. I want to make it clear all this time that we never had the confidence within our organization of the IA. We knew, of course, they were always claiming jurisdiction in any jobs they could get. Each one would say that we always had that particular right and that particular right and we always said we wanted to have two unions in the studios, to keep each other honest. We didn't want the IA to have complete control nor the Conference of Studio Unions to have complete control, so we didn't want anyone to grab the jurisdiction of the other.

And during this period when we were forced to organize the Conference of Studio Unions, I was happy and we were happy to have our local a member of it, and they told us that was outside of our rights,

that the IATSE would not permit us to become a part of the Conference of Studio Unions, because, of course, we had confidence in that and believed that it would do a better job for us locally than our own IATSE, but that was a question that we could not get over at all.

In 1945; that was the strike of the decorators. I was still at Warners.

Mr. McCANN. How long were you at Warners?

Mr. MAGGINETTI. I was there from 1936 until 1945.

Mr. McCANN. Go ahead.

Mr. MAGGINETTI. In 1945, at the beginning of that strike, thousands of people were out in front of Warners and observed the picket lines for 3 days. They sympathized with the strikers, and on that day a telegram was brought to Mr. Brewer from "Cappy" DuVal demanding that every IATSE man go back to the set or face expulsion from the union, and the men collected in groups to decide on that, and then a succession of letters and so forth followed which I think you have in evidence there, at least we brought them to you, demanding that these men go back to the studios, and the majority did after the 3 days, and I was among them. I went back in, too. So they said that when we got on the inside that they were going to make us do the work of those men that were out on strike, and our men in the property department did not want to do it, so we had to go down to the mill in order to do work that the carpenters and painters done, and Paddy Quinn, our foreman, organized the men into three different groups, one was the property masters, who are the higher graded men in the studio, there are about 15 of them, another group which were about 60, and still another group of upholsterers and drapery men. The group of 60 asked if I would be spokesman. We went down to the mill and went to Paddy Quinn and we said, "What work have you got for these men to do?"

I says, "We are property men, and we are willing to work in our department and do any job that my boys do in our department."

He said, "Here is some sets over there, just take a hammer and go over and tear them apart."

We said, "We have never done that work and we are not going to do that now."

He said, "Do you speak for yourself or these men?"

I said, "Well, they asked me to speak for them. They said they wanted me to speak for them." So he went away.

Along a week later they called me into the office and said, "Bill, we have a set for you to dress."

I said, "That is out of my jurisdiction. I won't dress the set."

They said, "Well, you have got to dress this set or else."

"No," I says, "I won't." I says, "That is a moral obligation on my part and I won't do that work, and Mr. Tilford, I respect him and he has been in this business for 30 years and is the best decorator in the business. I am not going to take his job now. I would never think of doing anything like that."

So then he gave me my slip. The men who were with me made a protest, that it was unfair, because they believed in me and I was their spokesman and the leader for 44, and they made a protest and they called me back within 3 days and says, "Bill, you come back and we will let you alone." So they put me on a stage as a company property man. I had never done that work before, but they put me over there

to keep me out of the way, and I remained there for I think about 3 days. One day "Cappy" DuVal was on the lot and he saw me and the next day I was called over to the office and they said, "We have another set for you to dress."

I told Quinn, "You know that I won't do it. Why do you ask me? You promised you would let me alone." I says, "Why don't you do that?"

He said, "That is my orders."

I says, "Did Mr. Wilson give you the orders?" Mr. Wilson was the man immediately superior to him.

He says, "Yes."

So I says, "I want to see him." And I did, I saw Mr. Wilson. Mr. Wilson says, "Well, we don't see why you should be saved any more than anybody else, Bill. That is the job. You have to dress the set."

I says, "No, I won't do it." So then he gave me my discharge slip and put on there that I was discharged because I refused to dress sets. I left there, and I was well known in the business, so I can get work other places. That didn't bother me so much.

Then from there I was given a job by RKO as a set decorator. That was in December of 1946. I got a permit from 1421 to do that work and I remained there until the strike. I was still a member of the IATSE, and I missed a little point that I would like to go back to, please, and that was this, that in the 1945 strike, this was a very important point that I missed, in the 1945 strike our men, as I said, were sympathetic with those out on the picket line, and we didn't want to go outside of our jurisdiction, we believed in the National Labor Relations Act that was our right to refuse to do work outside of our jurisdiction. We also believed we had the right to observe the picket line, and in our local 44 meeting we passed such a motion, that our local 44 would not go outside of our jurisdiction. That was our autonomous right. The president then said we could not entertain that motion, he defied our entertaining the motion, but we did nevertheless, and we passed it, that we would not go out of our jurisdiction, local 44, besides the National Labor Relations Board, the act, we had that declaration of our union not to go outside of our jurisdiction and that when we refused at Warners to do that, and that passed, and the union took over the local 44 the next morning after that resolution was passed.

Mr. McCANN. You mean the IATSE international took over local 44 the morning after they asserted their right, their autonomous right to refuse to do work that someone else was doing who was striking?

Mr. MAGGINETTI. That is correct, they claimed that that was the reason for it, and they stepped in and they have held that local 44 ever since until today.

Mr. McCANN. At this time, in other words, local 44 does not have any autonomy, it is directly under control of the international?

Mr. MAGGINETTI. It is directly under control of Mr. Brewer. He is the representative of Mr. Walsh here.

Mr. McCANN. Mr. Brewer then is wholly in control, there are no elections?

Mr. MAGGINETTI. Oh, no, there have never been any elections.

Mr. McCANN. There have never been any elections?

Mr. MAGGINETTI. I take that back. There was one election that was called for the convention in July of 1946, that was for the convention of the IATSE, and for some reason, I don't know what it was, they called a meeting of the local to decide upon delegates, and this is a very interesting thing. I was still a member of the IATSE, and I had what I thought was a plan to assure an honest counting of the election, and I believe that I still had, the greater number of men in the organization believing in me voting for me, and I was nominated as a delegate.

I deliberately took the position opposite "Cappy" DuVal for the delegate at large, and I ran opposite to "Cappy" DuVal at large to the international convention of the IATSE. "Cappy" DuVal was the business agent and it has always been, I would say at least 100 percent of the policy to always send back the business agent out of respect to his job if for no other reason, and the campaigning that was done, I campaigned for delegate at large, and I said that a vote for me was a vote against "Cappy" DuVal, against Brewer, against Walsh, that they were trying to see if they could clean up the administration of the IATSE from the top, if possible, and I beat "Cappy" DuVal then. That was something that I thought was remarkable.

Mr. McCANN. What was the vote?

Mr. MAGGINETTI. That I don't recall, but the minutes of 44 would show that. Nevertheless, I did beat him.

Mr. McCANN. How many delegates were sent to the convention by 44?

Mr. MAGGINETTI. I believe we had 12.

Mr. McCANN. Twelve delegates?

Mr. MAGGINETTI. Twelve delegates.

Mr. McCANN. And of that 12 you were 1?

Mr. MAGGINETTI. Yes. No, they represented different groups. They have one for the greens men, one for the special effects, one for the assistant property men, one for the property men, and so forth.

Mr. McCANN. What were you running on?

Mr. MAGGINETTI. I ran at large.

Mr. McCANN. You ran at large, did you, for all of these units?

Mr. MAGGINETTI. Yes; for the union, for the local.

Mr. McCANN. For the local, in other words. Well, there were delegates who represented segments of the local, you ran and were voted on as a delegate by all members of the local?

Mr. MAGGINETTI. Yes; delegate at large, that is it.

Mr. McCANN. And you beat "Cappy" DuVal as a delegate?

Mr. MAGGINETTI. Yes, I did.

Mr. McCANN. Didn't he go there as a delegate?

Mr. MAGGINETTI. He went back there as a delegate, but the IATSE appointed him to that position to represent one of the scab unions, for the machinists, I think it was, and he represented them, but he was not the delegate of local 44 there.

Mr. McCANN. That he was in control of?

Mr. MAGGINETTI. Yes.

Mr. KEARNS. Let's watch our terminology.

Mr. MAGGINETTI. Oh, I beg your pardon.

Mr. McCANN. Go ahead, now.

Mr. MAGGINETTI. May I say for a minute, may I say about that vote, please?

Mr. McCANN. Yes.

Mr. MAGGINETTI. I tell you, I was always suspicious about being counted out, and I was kind of anxious, because you can vote but they will count up the vote against you, and I tell you that I had thought of an idea of a plan, and the plan was this: I had friends of mine, I called them in and I said, "On this vote, these ballots I want you to mark them, I want you to put a pencil mark, I want you to put a cross or a finger mark on the ballots or do something on them that won't be distinguishable," and I said, "I am going to declare at the time of the election that if these ballots which I numbered to be about 50, if those 50 ballots are not in that box with the markings that those men gave me, I am going to declare that vote illegal and I am going to take it to court." And I says, "I want to find those 50 ballots in the ballot box, or that is what I am going to do." I had asked these friends that when they did that, put the little mark on it, that they were going to make, to write their name on a piece of paper and turn the slip over to me, and 25 of them did that, and I was there at the voting and I watched the ballot boxes, and prior to that time in order to see that—I had called in one of the friends of mine that I knew would intercede with them or tell them, they were supposed friends of mine, I told them what I was going to do.

Mr. McCANN. I am awfully sorry, Mr. Chairman, but I think this is entirely too much detail about the elections, and it does not throw any light on our job. We don't need to go into so much detail with these things.

Mr. KEARNS. I will listen to this ballot business. I like that idea.

Mr. McCANN. All right.

Mr. MAGGINETTI. I will tell you why, what I am trying to do is to show the fact that in the international organization under 44 that there is no democracy in that organization, that it has been the dictatorship of a man, and that was of a few men, that right now I don't believe that you could get five men of the IATSE to come up here and to say anything against them. Now, we know that there are these dozens of men in the IATSE and I don't think you could get them up here to say anything against the IATSE. I don't say I am the only one who has tried to get the men out, but I know they won't come up here. They are afraid to do it.

This is why I am saying that, and I will always say it, because that idea of dictatorship of the IATSE through the present administration is the same as it has always been and I think it will always be until it is changed in the constitution, to try to show the rank and file of the men of the IATSE until it is changed.

Mr. KEARNS. What is the rest about that vote now?

Mr. MAGGINETTI. May I go on with that?

Mr. KEARNS. Yes.

Mr. MAGGINETTI. All right. I told this man, I says, "I am asking my friends to put those little marks, and I will see that they are turned in there." I knew this fellow would go immediately and tell "Cappy" Du Val and Eddie Hill that that was true, and I was watching, of course, watching to see that they were really there and were counted, and when I was there Eddie Hill said, "That is the secretary." He said, "Now remember, if there are any ballots in these boxes that have

got any marks other than the cross on there, throw them out."

I said, "Eddie Hill, the marks that my friends put on this ballot, you or no one else will ever know. I have got the list of them, and I am the only one that knows. You count every ballot that is put into the ballot box." I won the election.

I worked at RKO then, and I kept right along working at RKO as a decorator, and in the strike of September of 1946 I went out on the picket line.

I went on the picket line as a protest against what was going on in the studios, the stealing of jurisdiction and the attempt by the IATSE to take all of the work out of the studios. I knew that had been always the goal. I know it was then. I went on the picket line, thinking if there was any friends of mine that knew me, if they would see me observing the picket line, or if the studios closed for a day or 2 days, there would be a just settlement. And for my performance on that picket line I was given notice of expulsion from the union. I attended the trial that was given for me and I was expelled.

My next work as a decorator—

Mr. McCANN. Have you a copy of that expulsion?

Mr. MAGGINETTI. I gave it to you. You have it.

Mr. McCANN. All right. Just a minute, please. I would like to introduce it in evidence.

Mr. MAGGINETTI. I worked then during this year as decorator at Pine Thomas and Nassour studios. I was engaged as a Conference of Studio Unions man and I went over there, and Mr. Darstein was the business manager of that studio who hired me, and it was a cine-color set. I did all the properties and I dressed all of the set, put it in place, and the second day Cappy DuVal came on the stage and he saw me there. Mr. Darstein, I believe it was, was production manager, came around and told me they had given him orders that I was to stay off the stages or they would close the show, and he says, "I told them that Magginetti was going to come on their stage any time he wanted," and he was not going to keep me out of the studio.

So later on he came back to me and he says, "They made a different proposition. They say that they will let you stay here as a decorator on this show if you will work with a decorator that comes from the IATSE." I says, "Why, certainly, those are fine people; I will do anything like that. That is all right. If there are no sets to be dressed and there is nothing for them to do, that is all right with me."

So, with that, this afternoon this man came in and just stood on the side lines while the picture for the rest of the week was shot, and there of course still Cappy DuVal had a reprisal against me because I was fighting the IATSE and, as he thought, against him. It was not that, it was just against the administration that he represented.

That is about all I have to say.

Mr. McCANN. Does that finish your statement?

Mr. MAGGINETTI. That is the finish.

Mr. McCANN. Mr. Chairman, I have to find some papers. If you have some questions, I wish you would ask them while I am looking for them.

Mr. Reporter, I wish that you would pass this to the witness. Will you identify what you hold in your hand, sir?

Mr. MAGGINETTI. Yes; this is a copy of the charges sent to me, William Magginetti, by the special trial committee of the IATSE.

Mr. McCANN. What else is attached there?

Mr. MAGGINETTI. Attached there is an affidavit of the charges and the findings or the sentence of the International Alliance of Theatrical Stage Employees and Moving Picture Operators, expelling me from the union.

May I say here that it was definitely stated, "between, on or about the 26th day of September 1946, and the date hereof, the accused did walk in the picket line in front of the Gower Street entrance to RKO Radio Pictures, Inc. Studios."

Mr. McCANN. Now, Mr. Chairman, I believe that this should be received in evidence and reproduced at this point. The papers consist of about five pages. There is, first of all, a notice of charges; second, there is an affidavit of charges, that "the accused did walk in the picket line in front of the Gower Street entrance to RKO Radio Pictures, Inc. Studios," and then there is also attached the sentence or finding that Mr. Magginetti was guilty of the charge against him and he was expelled from the IATSE. I think that those should be reproduced in the record.

Mr. KEARNS. No objection.

(The documents referred to are as follows:)

SPECIAL TRIAL COMMITTEE

International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada

NOTICE OF CHARGES

BROTHER WILLIAM MAGGINETTI: You here hereby notified that charges, of which the enclosed is a copy, have been filed against you and are on file with the undersigned committee.

You are further notified that at Los Angeles, on Thursday, the 17th day of October 1946, at 8 p. m. has been fixed as the time for your trial before the special trial committee created and established by order of the international president.

Said trial will be held at 6472 Santa Monica Boulevard in said county and State.

You are not to discuss these charges with any member of the committee before the hearing, and your defense will not be heard before that time.

ERNEST W. APPERSON,
Assistant Secretary of Special Trial Committee.

SPECIAL TRIAL COMMITTEE

International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada

AFFIDAVIT OF CHARGES

STATE OF CALIFORNIA,

County of Los Angeles, ss:

B. C. (Cappy) DuVal, being duly sworn according to law, deposes and says that he is a member of local No. 44, of the IATSE and MPMO, of US and C:

That William Magginetti (hereinafter called the accused), being a member of that alliance, local No. 44, did between on or about the 26th day of September 1946, and the date hereof, at Los Angeles, Calif., in violation of the constitution of the IATSE and MPMO, of US and C; article 1, section 2, article 7, section 14, article 16, section 1, article 22, section 7 (first paragraph thereof), and in violation of the obligation resting upon him as a member of that alliance and said local No. 44, and in violation of the orders and directives of the international president of the alliance, commit the acts more particularly hereinafter set forth.

That between on or about September 26, 1946, and the date hereof, the accused did walk in the picket line in front of the Gower Street entrance to RKO Radio Pictures, Inc., Studios.

That in committing the foregoing acts, said accused brother conducted himself in a manner detrimental to the advancement of the purposes which this alliance pursues and in a manner that has reflected discreditably upon the alliance, and did breach his duty as a member of the alliance and local No. 44, and was guilty of conduct unbecoming a loyal member of the alliance and local No. 44.

These charges are not made in levity or out of malice, but in good faith that the laws of the alliance may be upheld; that to the best of affiant's knowledge, information, and belief the acts herein complained of were committed in the presence of or within the personal knowledge of the following persons: Donald M. Bernarducci, Carl G. Cooper, and Leo C. Haisch, who are members of this alliance and of said local, or other locals of this alliance,

B. C. "CAPPY" DUVAL, *Deponent.*

Subscribed and sworn to before me this — day of —, 1946.

*Notary Public in and for the County of
Los Angeles, State of California.*

My commission expires —.

Filed with me this 7th day of October 1946, at 3:45 p. m.

EDWIN T. HILL,
Vice Chairman or Secretary of Special Trial Committee.

INSTRUCTIONS

1. This affidavit must be filled out in duplicate and one copy sealed by a notary public. If the charges are sustained the notary's fee will be refunded to the member lodging the charge.

2. These should be filed with the special trial committee within 30 days after the offense becomes known to the person making the charge.

3. Any member who prefers false charges against a fellow member will be fined \$25, and the costs.

4. These charges once filed cannot be withdrawn without the consent of the accused.

SENTENCE

Verified charges, dated October 7, 1946, having been filed by B. C. "Cappy" DuVal against William Magginetti, a member of this alliance, local No. 44, for alleged violation of the constitution of this alliance, article 1, section 2, article 7, section 14, article 16, section 1, article 22, section 7 (first paragraph thereof), and of the obligation resting upon him as a member of said alliance and of said local No. 44, and of the orders and directives of the international president of said alliance, and said member having been afforded an opportunity to appear and present his defense thereto, after service upon him of said charges, together with notice of the hearing thereon, and said trial having been held at Hollywood, Calif., on October 17, 1946, before a special trial committee composed of Richard Green, chairman, Ernest Apperson, vice chairman and assistant secretary, and Edwin T. Hill, secretary, members of the said alliance, duly appointed by the undersigned under his official order dated October 4, 1946, and the said William Magginetti having appeared at said trial and testified therat, and evidence, both oral and documentary, having been produced at said trial, and the said special trial committee having considered the testimony and evidence so produced and having filed herein its written decision dated October 21, 1946, finding the said William Magginetti guilty of the charges asserted against him, and having recommended that he be expelled from membership in this alliance and said local No. 44, and the said special trial committee having submitted to the undersigned the original certified transcript of the proceedings had at said trial and the exhibits received in evidence therat, and it appearing that said trial was held and conducted in the manner provided by the aforesaid order dated October 4, 1946, and the undersigned having read said transcript and exhibits, and carefully considered the evidence, and being fully advised in the premises, and good cause appearing therefor,

Now, therefore, I, Richard F. Walsh, president of this alliance, do hereby accept, approve, and adopt the finding and recommendation of said special trial committee, and do hereby expel the said William Magginetti from membership in this alliance and in said local No. 44 for the violations of which he has been found guilty, and I hereby give to the said William Magginetti notice of this sentence and I hereby instruct him to return forthwith to the headquarters of said local No. 44 any and all membership and working cards issued to him by said local No. 44 or by this alliance, and I hereby advise him that the aforesaid order dated October 4, 1946, provides for means of appeal under the constitution of this alliance from this decision and sentence, and that he may take such steps as he may be advised and as may be available in the premises.

Dated: Hollywood, this 16th day of November 1946.

[SEAL]

RICHARD F. WALSH,

President, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

Mr. McCANN. Mr. Chairman, there is also a little card showing that he ran for office—

Mr. KEARNS. And was elected, don't forget, too.

Mr. McCANN. Mr. Chairman, at this particular time he was not elected. He was elected later, but I think that the little card and this letter which is signed by his fellow workers should also be received in evidence as a testimonial to what they thought of him, at least.

Mr. KEARNS. No objection.

(The documents referred to are as follows:)

BILL MAGGINETTI, DELEGATE AT LARGE, IATSE CONVENTION

I will vote against Walsh! A vote for me will repudiate Brewer and DuVal!

APRIL 23, 1943.

BROTHER PROPERTY MEN: This letter is signed by the 1st and 2d company men at Warner Bros. studio, who are supporting their brother property man, Bill Magginetti, for the important office of the business representative of local No. 44. The election to be May 11, 1943.

Magginetti has been on the Warner lot for 8 years and we can say from those years of association that he is ably qualified to fill this important position.

He will safeguard our interests because he knows our problems and we can assure you we would not ask you to support any one who would be detrimental to your interests, for remember your interests are ours.

We are voting for Magginetti and we strongly urge you to take your vote to the polls and elect Bill as business representative.

Your brother prop-men: John More, J. Leslie Asher, Jack McConaghy, Robert H. Turner, Herbert Pleus, Jack Collins, Frank M. Miller, Joe Trusty, Oscar S. Kipust, L. M. Hafley, Geo. Sweeney, W. R. Cooper, Weldon H. Patterson, Puckie Weiss, L. C. Williams, Harry Goldman, Howard R. Winterbottom, Eddie Edwards, Fred Kuhn, Sam Mendelson.

Mr. McCANN. Now, I have no questions, Mr. Chairman, at this time. If there are any questions that the IATSE would like to present, I will be glad to ask them.

Mr. LUDDY. No questions.

Mr. PRICE. No questions.

Mr. McCANN. Have you any questions you wish to ask? No questions, Mr. Chairman. The witness may be excused.

Otto Siegel.

Mr. KEARNS. You solemnly swear the testimony you are about to give will be the truth, the whole truth and nothing but the truth, so help you God?

Mr. SIEGEL. I do.

TESTIMONY OF OTTO SIEGEL, MEMBER OF LOCAL 1421, SHERMAN OAKS, CALIF.

Mr. McCANN. State your name and your address.

Mr. SIEGEL. Otto Siegel, 4163 Dixie Canyon Avenue, Sherman Oaks.

Mr. McCANN. What is your telephone?

Mr. SIEGEL. State 4-0502.

Mr. McCANN. I just want you to proceed in your own language and tell us what you have to offer the committee.

Mr. SIEGEL. Well, I don't have anything more to say than I am out on strike and I have not worked, and being in the industry some 34 years I think I am entitled to work, although I did obey a picket line and respect the picket line in 1947 I was offered a job by Jack Wrather Production, an independent production, and went to work there for some 9 months, and on that particular job I started on it, I executed the prelim-work. Three days after or 8 days after being on the job I was approached by one of the boys of the IATSE who said that I had to get off the job.

Well, I wanted to find out, and I called my business representative to find out whether I would have to get off the job. He then informed me that, "We will see if we can straighten that thing out," that there is something wrong here, which I discovered later that Mr. "Cappy" DuVal had gone to the management and told them that they are going to have an IATSE set dresser there.

Mr. McCANN. To what union do you belong?

Mr. SIEGEL. I belong to local 1421.

Mr. McCANN. What is your job, set dresser?

Mr. SIEGEL. Set decorator.

Mr. McCANN. What was the organization you were working with?

Mr. SIEGEL. Jack Wrather Production.

Mr. McCANN. That is not of the major studios?

Mr. SIEGEL. That is not one of the major studios.

Mr. McCANN. You say "Cappy" DuVal said to the management that they would have to have someone there?

Mr. SIEGEL. He did.

Mr. McCANN. Did they put someone there?

Mr. SIEGEL. Well, my business representative talked to the men there and told them in order to keep peace in the family he wouldn't protest this too much, he says, "These people seem to be very nice people and wanted to let you work, so the only thing we can ask is for you to stand around."

I says, "Well, all right," I will say this, I said this to my business agent, I says, "For years I have been carrying these scabs on my back," I says, "and now I don't intend to carry them on my back and do their work." That was the only statement I made.

Mr. KEARNS. Just watch you terminology, please.

Mr. McCANN. Now, you were working for them and they brought in another man who didn't do any work, is that it?

Mr. SIEGEL. No, I was working at the time and they brought in this other man and put him on the job and told them that I was to stay off the stages while he executed the work, the balance of the work on that particular picture.

Mr. McCANN. Well, why were you to stay off the stages?

Mr. SIEGEL. That I don't understand today. I did hear from him that they were going to have all IATSE people working on the job.

Mr. McCANN. Now, you are in 1421?

Mr. SIEGEL. Yes, sir.

Mr. McCANN. And you were working at the job?

Mr. SIEGEL. That is right.

Mr. McCANN. How long did you stay there on the job?

Mr. SIEGEL. I executed the job for 8 days. The job only lasted for about 2½ weeks.

Mr. McCANN. Was your complaint taken up with the IATSE personally?

Mr. SIEGEL. It was.

Mr. McCANN. Do you know why it was taken up with the IATSE? Did you get a report on that?

Mr. SIEGEL. I got a report that the IATSE were going to take all that work, all the CSU work.

Mr. McCANN. Who said that?

Mr. SIEGEL. Mr. Ben Burke, who is the business manager of the Jack Wrather Productions.

Mr. McCANN. Mr. Ben Burke. We would like to have Mr. Ben Burke, please. Is he here?

Mr. SIEGEL. No, sir.

Mr. McCANN. Well, call him and see if he will come, and will you give me again the name of this firm?

Mr. SIEGEL. Jack Wrather Productions.

Mr. McCANN. What is the first name?

Mr. SIEGEL. Jack.

Mr. McCANN. Jack Wrather Productions. Have you anything else to add?

Mr. SIEGEL. Nothing more than that, sir.

Mr. McCANN. No questions further.

Mr. KEARNS. Any questions?

Mr. LUDDY. None at all.

Mr. McCANN. You are excused.

Who is your next witness?

Vic Gangelian.

Mr. KEARNS. Raise your right hand, Mr. Gangelian. Do you solemnly swear the testimony that you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GANGELIAN. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF VICTOR A. GANGELIAN, CHAIRMAN, SOCIETY OF MOTION PICTURE INTERIOR DECORATORS, WEST LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address and your telephone number.

Mr. GANGELIAN. Victor A. Gangelian, 1961 Sylvia Avenue, West Los Angeles. Arizona 3-8937.

Mr. McCANN. How long have you been in the motion pictures?

Mr. GANGELIAN. 25 years.

Mr. McCANN. In what union?

Mr. GANGELIAN. I am now a decorator, in the Society of Motion Picture Interior Decorators. At present I am chairman. One of the set decorators in the motion-picture industry, in 1421.

Mr. McCANN. Will you give us very briefly the story of your Society of Interior Decorators and the set decorators, so that we will have it for the record?

Mr. GANGELIAN. Well, that is rather difficult to do briefly, Mr. McCann.

Mr. McCANN. Well, I don't want to take too long. If you could state that the United States was established at such and such a time and is still existing now, it should not take too long, not over, say, about 5 minutes to answer for your organization. You should be able to summarize the record and keep it brief.

Mr. GANGELIAN. Well, yes. Up to 1937, I believe I am correct in that, the decorators were not an organized group; they were just individuals.

Mr. McCANN. All right.

Mr. GANGELIAN. We found that—we realized our weakness on that score, so we finally formed an incorporated Society of Motion Picture Interior Decorators under California State law.

That organization consummated a 5-year contract with the producers' association, under which we received some benefits but not the ones we felt we were entitled to, though.

And we became dissatisfied with it, so we finally made connections with local 1421, which was in 19— which was 3 years ago.

Mr. McCANN. When you went into local 1421, that set off the strike of 1945?

Mr. GANGELIAN. So they say.

Mr. McCANN. All right. Now, then, you were out for a while?

Mr. GANGELIAN. Eight months.

Mr. McCANN. Were you working at the time the 1945 strike started?

Mr. GANGELIAN. RKO Pictures, Radio Pictures.

Mr. McCANN. How long had you been working there?

Mr. GANGELIAN. I had only been working there 4 months.

Mr. McCANN. Well, where had you been working before that?

Mr. GANGELIAN. I am an independent decorator. I just filled in at RKO at that time. I do independent pictures, as a rule.

Mr. McCANN. You mean you are a member of the organization which sells their services to different studios?

Mr. GANGELIAN. Right.

Mr. McCANN. For certain specific pictures?

Mr. GANGELIAN. Right.

Mr. McCANN. And you had been with RKO for 4 months at the time this strike came up?

Mr. GANGELIAN. Right.

Mr. McCANN. Now, after the strike of 1945 did you go back to work?

Mr. GANGELIAN. Yes.

Mr. McCANN. Where did you go to work then?

Mr. GANGELIAN. With Howard Hughes.

Mr. McCANN. How long were you with Howard Hughes?

Mr. GANGELIAN. Sixteen months.

Mr. McCANN. When did you stop your work there?

Mr. GANGELIAN. When the carpenters put a picket line around the Samuel Goldwyn studios.

Mr. McCANN. What day was that?

Mr. GANGELIAN. About the last day of January of this year.

Mr. McCANN. Last day of January of 1947?

Mr. GANGELIAN. Yes. May I explain that point? As of the time when the strike was called on September 26 I naturally was on the lot, and when we heard the strike was called, I called the office, as to what my position was going to be.

They said, as long as there wasn't a picket line, they wanted me to stay there. I was on the stages in those days, and I saw the procedure where the personnel director came around with the labor-relations man, went around the stages and sought out carpenters and painters, et cetera, and handed them their time cards and told them to go on.

That was on our stage, too, which was a clean stage; not a hot stage.

They couldn't find but one carpenter on the Samuel Goldwyn stages, that happened to be doing a job, the last job, in front of a camera—a last-minute job. It was a clean set. Preston Sturgis told him to get the hell out of there, that he was holding up the set.

The man was a carpenter and was holding up the camera, and they had to let him drive the last nail before they could give him his time card and get him off the lot.

I went on and did my sets. Finally, in December, when some of our boys were influenced to go over to the IA—strike replacements—the heat was suddenly put on me. I am not a person that is easily threatened, very easily threatened or intimidated.

Mr. McCANN. When was it you had this experience?

Mr. GANGELIAN. This can be very brief. When these people—after the first move was made, some of our people to the IA, and finally one day I was given word from the office that a man named Ted Hansford from the IATSE, local 44—I believed he represented—he came in and said, "As of tonight I want to fire Ted, and Julius, a set designer, and we will have strike replacements for you in the morning."

Our production office told him in very clear words to go to the hot place.

Mr. McCANN. Who was it said that?

Mr. GANGELIAN. Hansford.

Mr. McCANN. Hansford said he wouldn't replace you?

Mr. GANGELIAN. Hansford was the man that wanted out—

Mr. McCANN. Who stuck up for you?

Mr. GANGELIAN. Howard Hughes Productions. Then the battle started. This man came in every day with more threats and finally "Cappy" DuVal and Hansford come down to the property department and left instructions that no man was to take—no swing man was to take one single order from the gang men or they would put the heat on the boys. There was one man who held out.

The pressure got worse. First they told the boys not to take any orders from me, and the second step was to—I was finally told—they warned me that—that if I walked on a stage where any IA swing men were working there, they had orders to walk off the stage, immediately dropping anything they were doing and to get off the stage.

The next thing was that all trucks that came in which were loaded with furniture on them were to be checked and to find out exactly who had anything to do with ordering that furniture. If I was

involved in it the trucks were to be sent back where the goods came from. Nothing I had picked out was to be delivered.

Then finally the pay-off was when the boys were told by Mr. DuVal they were not even to say hello or go to hell or anything else to me and were not to come in my office. They were not to even accept a cigarette if I offered them one or anything else.

They had finally gotten to the point they made it reasonably tough.

I outsmarted them. I can have that much to my credit, anyhow, up to a point. As I said before, when the carpenters' picket line was put there I did what any legitimate man would do; I quit my job. That is about all I have to say, unless you will want to ask me questions.

Mr. McCANN. Do you have any questions to suggest?

When were the picket lines established there on that set?

Mr. GANGLIAN. At Samuel Goldwyn Studios?

Mr. McCANN. Howard Hughes' plant.

Mr. GANGLIAN. He was an independent producer and he rents space at the Samuel Goldwyn Studios. The picket lines at that studio—I can't tell you exactly the date, but it was one of the very last days in February.

Mr. McCANN. So you were not forced out?

Mr. GANGLIAN. January, I am sorry.

Mr. McCANN. You were not forced out on the basis of a picket line, until the end of January?

Mr. GANGLIAN. That is right.

Mr. McCANN. Is that when you quit working there?

Mr. GANGLIAN. Yes. In the meantime I had—they had tried to force me out through intimidation.

Mr. McCANN. Mr. Chairman, I have no further questions.

Mr. KEARNS. I have none. Thank you.

Mr. McCANN. Mr. Cracraft.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. CRACRAFT. Yes.

TESTIMONY OF TOM A. CRACRAFT, HEAD OF SCENIC ART DEPARTMENT, COLUMBIA PICTURES CORP., LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. CRACRAFT. Tom A. Cracraft, 12823 Milbank Street, North Hollywood, Calif.

Mr. McCANN. What is your telephone number?

Mr. CRACRAFT. Sunset 2-7480.

Mr. McCANN. What position did you hold in the motion-picture industry?

Mr. CRACRAFT. Head of the scenic art department at Columbia Pictures.

Mr. McCANN. How long were you there?

Mr. CRACRAFT. Less than a year.

Mr. McCANN. Did you work at any other moving-picture company?

Mr. CRACRAFT. Yes; I had worked at a number of them before, having the position as being the head of the department.

Mr. McCANN. How many years have you given to motion-picture work?

Mr. CRACRAFT. Oh, about 20 years on the east coast and in Hollywood.

Mr. McCANN. What salary were you drawing at the time that you were separated from the motion-picture business?

Mr. CRACRAFT. \$294.09 a week.

Mr. McCANN. Now, what union did you belong to?

Mr. CRACRAFT. The Scenic Artists of local 644.

Mr. McCANN. Is that an IATSE local?

Mr. CRACRAFT. No; Conference of Studio Unions.

Mr. McCANN. How long has that union been a member of the Conference of Studio Unions?

Mr. CRACRAFT. I am not sure.

Mr. McCANN. But you have been in that union for how many years?

Mr. CRACRAFT. Well, since arriving from New York in February 1944.

Mr. McCANN. That is when you joined the union?

Mr. CRACRAFT. No. I had belonged to the United Scenic Artists of America in New York for something like 19 years before arriving here.

Mr. McCANN. You mean you became identified with this local only in 1944?

Mr. CRACRAFT. That is right.

Mr. McCANN. You cleared from your New York union and transferred to this union?

Mr. CRACRAFT. That is true.

Mr. McCANN. Now, tell how you came to be out of employment, if you are out of employment.

Mr. CRACRAFT. I am out of employment. And I suppose my story is a bit different. There was no trouble with us, we were working along serenely and very busily.

On September 20, a Saturday afternoon, I received a phone call from the front office to fire all my men.

Mr. KEARNS. How many men?

Mr. CRACRAFT. At that time I had reduced the staff to two, as we were finishing up three jobs that were on the last operations of three different jobs.

And not wanting to take such an important order over the phone, I asked if I could go up to the front office and get more details. So I went up to the office of Mr. Dick Pearl, who is my immediate superior at Columbia.

And I checked with him, and he said, "Yes, that is the orders, to fire your department."

And I explained to Mr. Pearl how I handled my men. He was used to that, of course, because he took quite an interest in my department, anyway.

I said that I always dealt fairly with them and gave them reasons for things I asked. And I asked what reason I should give. I explained to him we were not involved in this jurisdictional dispute matter, hot sets or anything. The work we were doing was—there was no trouble at all on it. We were getting along very happily.

He said, "Well, tell them there is no work."

I said, "Well, Dick, I can't very well tell them there is no work after beating them over the head to finish these three jobs we are trying to finish."

It was quite important to me to finish those jobs and leave everything in ship-shape form. I had promised the art directors and the directors that I would have the work finished on schedule.

I asked if I could work a couple more days, to do that one thing. This was a large canvas, a forest scene, did in four sections. I was quite anxious to finish that. This is one section of the work [indicating].

Mr. McCANN. Mr. Chairman, I would like for you to see that if you haven't seen it.

Mr. CRACRAFT. One of four. They all fit together. I was quite anxious to finish that. They liked the work very much.

The other thing was a still cloud backing for the publicity department, to take pictures of Rita Hayworth.

I did manage to finish that evening, myself.

So it was explained to me that couldn't be done, I would have to fire the men, which I did.

I went in the following Monday, which was the 23d, and I was alone in the forenoon. At that time, close to 12 o'clock—at that time Denver Harmony, the plant superintendent, came to me. He stated that he had the replacement painters assembled on stage 2 and he told them to come down to my building. My building is the combination paint department and my department—the scenic art department—and there was no replacement for my men and hadn't been, since that day, but that the replacement painters were assembled to stage 2 and were ready to come down and take the work of the painters who had been fired.

He said when he saw them coming down the street, "You get out."

They didn't come down the street. He called them again, and in not very polite language told them to get down there.

When I saw them coming, I walked out.

Mr. McCANN. Did you get to finish your job for those three—

Mr. CRACRAFT. No. I still wanted to see that forest background finished of 200 feet long.

Mr. McCANN. You didn't get through with it? You never had any trouble there? There was no complaint about your work?

Mr. CRACRAFT. Absolutely no complaint.

Mr. McCANN. There was no complaint about your men?

Mr. CRACRAFT. No. I was complimented on the character of the men, their personality and their artistic ability. I would like to add, when scenic artists—we are rather particular creatures—if I may have 1 minute.

Mr. McCANN. I think we can look at you and tell that.

Mr. CRACRAFT. I don't want to be—to appear peculiar. Maybe I should have used the term "unique." We do a unique work.

Mr. KEARNS. I don't know whether anybody has made a statement for you or not.

Mr. CRACRAFT. That takes a great deal of background. We spend most of our lives learning to be capable scenic artists. The best in the world are assembled in Hollywood. The producers try to get the very best men, to get the best artists in the world. They come from other countries.

We are a very closely knit group, and are happily working together, well together, because the very nature of our work makes us do that.

If I have eight men painting a large canvas like that, they all have to know what the other fellow is doing, and all have to work closely together.

As proof of that, they have stayed together and they have not been replaced to any extent through the 1945 strike or this current lock-out. There are a few men, I believe, as replacements, but there are something like 135 men not working who are scenic artists, who are still unemployed. They are still loyal union members in local 644.

They conduct their own business to a certain extent. They are given democracy, the democracy of doing that, and they are recognized as an autonomous group anywhere in the United States. They have their own autonomy.

Another point about them that I would like to speak about in their behalf is the reason of my coworkers' plight.

We do not get work outside the industry. We can't go knocking on doors and saying, "Would you like for us to paint your house?"

We are wedded to the industry. We work only in the moving-picture studios.

Mr. McCANN. I want you to understand I was trying to be complimentary and not otherwise.

Mr. CRACRAFT. Thank you.

Mr. McCANN. It is evident that your group must be made up of fine craftsmen.

Mr. KEARNS. When did you have a pay day last?

Mr. CRACRAFT. The day I was fired.

Mr. KEARNS. When was that?

Mr. CRACRAFT. On the 23d of September 1946—last year.

I broke my sabbatical year of not working, and I got a week of work for painters, painting the scenes for the road tour of Song of Norway.

Mr. McCANN. Mr. Chairman, I wanted to finish this talk here.

They are a group of men that apparently have had no friction with anybody, but they are sacrificed simply because they belong to CSU. I think that is a rather serious thing. I can't see any justification for it on the part of the industry or the IATSE.

Apparently, they have no men to take your place. They couldn't fill your places if they wanted to.

Mr. CRACRAFT. They haven't been able to staff the studios, ever since the '45 disagreement. There are three or four men at MGM. They usually employ 35 or 40.

At my own department at Columbia there has been no attempt to replace me or my men.

Mr. KEARNS. Do you expect to go back to work?

Mr. CRACRAFT. Where do I, or when?

Mr. KEARNS. Do you expect to go back to work?

Mr. CRACRAFT. Yes, I do. I believe I have, for the studios—they like our work very well, and I expect to go to work when this dispute is settled.

Mr. KEARNS. It is a perfect example of where a man who has been trained to do just one thing is deprived of the right to make a living.

Mr. McCANN. I can see why people should be shot at, who are in the firing line of a battle, when they are shooting at the other fellow, but I

cannot understand how Hollywood can be involved in so many disputes where people are not in any sense competing with anyone else, in the IATSE, and so forth.

I can tell by your work that you do good work. Did you ever have any argument on the lot with anyone?

Mr. CRACRAFT. None at all. We are, as I said, unique in our work, separate to ourselves. We do our work and usually it is appreciated. There has been no friction at all in any department. I have nothing but thanks and compliments from the studios.

Mr. KEARNS. You never said anything about the other unions or cast reflections against them, or anything?

Mr. CRACRAFT. No. I am used to working very closely with other unions. In my 17 years of designing productions, I have worked closely with the IATSE stagehands at Columbia studios.

I worked with the IA grip department, that handles these large canvases for me.

For instance, they cooperated with me one Saturday afternoon when the company needed some clouds. They hadn't foreseen that they would need these, and another man and myself painted these clouds in 3 hours' time for Rita Hayworth's picture *Down to Earth*.

You don't pick up men off the street that paint clouds like that [indicating] and this [indicating].

Mr. KEARNS. You can't do this with a spray gun.

Mr. CRACRAFT. Those are painted. Here is the kind of mixed-up version of this [indicating]. It is not authentic. In the next photograph is a still from a production which will show you how those illuminated buildings are used [indicating].

Mr. McCANN. Mr. Price, for industry, requests I ask these questions: Have you applied for a position in a studio since September 1946?

Mr. CRACRAFT. No, I haven't. I registered for unemployment insurance, of which myself and all men of my department have been denied.

Mr. McCANN. What is that?

Mr. CRACRAFT. We have registered for unemployment, and have been universally denied unemployment insurance.

Mr. McCANN. You have not applied for a position in a studio since September 1946?

Mr. CRACRAFT. No, I haven't.

Mr. McCANN. Is that because you are honoring the picket line?

Mr. CRACRAFT. That is true.

Mr. McCANN. All right. I wanted to get that. I didn't know that that was even true. Thank you for your question.

Mr. KEARNS. Are there any other questions?

Mr. McCANN. No further questions.

Mr. KEARNS. We will stand in recess for 10 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order, please.

Mr. McCANN. Mr. Chairman, there seem to be two or three problems here that are not ironed out that developed at the recess.

A question was proposed by Mr. Price, which was answered to the effect that he hadn't gone back and asked for a job.

Now, it was suggested at the recess that if he did ask for a job, that he would have to join the IA to get a job.

Now, I want to ask if he knows whether that is true or not.

Would you have to join the IA to get a job?

Mr. CRACRAFT. That is what I have been told.

Mr. McCANN. Who told you, sir?

Mr. CRACRAFT: Well, I believe it is common knowledge that the painters who returned to work did join—have IA cards.

Mr. McCANN. Some painters have returned to work and have had to join?

Mr. CRACRAFT. That is true.

Mr. McCANN. You mean men in your own union?

Mr. CRACRAFT. That is true.

Mr. McCANN. And they have had to join the IA?

Mr. CRACRAFT. That is what I have been told.

Mr. McCANN. Now, you have testified a few minutes ago that your particular group has no other vocation, I mean no other means of earning a livelihood in this locality.

Mr. CRACRAFT. That is true.

Mr. McCANN. And as long as this strike lasts, you are without means of supporting yourself and your family?

Mr. CRACRAFT. That is true. Scenic artists are pretty good painters, to do the highly specialized work they are required to do. The scenic artist is a very poor house painter. He doesn't know, from working with oil colors, how to mix colors.

Mr. McCANN. He doesn't know how to paint a house?

Mr. CRACRAFT. He is truly an artist. I wouldn't want him to paint my house.

Mr. McCANN. It has been stated at the recess that there were a group of analysts, scenario analysts—

Mr. PRICE. Call them screen story analysts.

Mr. McCANN. Screen story analysts, who were also a part of the CSU. And those men were released, in an entity, to go back to work, and were not forced to join the IATSE; is that correct?

Mr. CRACRAFT. I have no knowledge of that. I am sorry. I believe it is correct.

Mr. McCANN. You think it is correct?

Mr. CRACRAFT. Yes. I believe they kept their union identity.

Mr. McCANN. I wonder if we could find out from the industry representatives and the IA group that is present whether these men in your group could return to work without losing their entity as a group.

Mr. CRACRAFT. I would like to know myself.

Mr. PRICE. We will furnish such testimony. I think Mr. Benjamin can testify to that. I think probably I can, if you want some of the employers, that we will be happy to bring them in.

Mr. McCANN. Could the men go back and function in the shops without having—

Mr. PRICE. IA cards? Yes, sir.

Mr. McCANN. They can?

Mr. PRICE. Yes, as a group or individually. They have to cross a picket line because it is their—

Mr. LEVY. Their own picket line.

Mr. ESTERMAN. I would like to have counsel for the producers who has petitioned the National Labor Relations Board for representation of all the painters, including the scenic artists—

Mr. KEARNS. I think that was introduced.

Mr. PRICE. I think on the carpenters. It is also true as to the painters. There has been no election on it. They are not yet the collective bargaining agent for the painters. The IA—

Mr. ESTERMAN. Not yet.

Mr. PRICE. They have only filed a petition. We have no agreement with them, no closed-shop agreement.

Mr. McCANN. I think, Mr. Chairman, that is rather a worth-while discussion, though we are not getting at a basis of facts here, which is essential, but in order to understand the picture—

Mr. KEARNS. We have listened to the painters and the carpenters at great length in this picture. It is very obvious as we go along they are part of this great Hollywood mix-up.

As someone said to me in the hall a few minutes ago, there are thousands of people who are involved in this and who are deprived of a livelihood because of the difficulties here between the carpenters and the CSU and the IA. These people need relief.

Mr. McCANN. Mr. Chairman, I think that is what we want to give to them, and I think we ought to take these lesser groups into consideration, to see what we can do or recommend.

It seems to me that if something isn't done here very shortly, that a report by the chairman to the committee that is formed of Senators and Congressmen may well result in action by the Congress, when it returns.

If the Taft-Hartley bill is not adequate to protect the rights of small groups in his community, as well as large groups—

Mr. KEARNS. They are not a pressure group, you see.

Mr. McCANN. Yes. If it doesn't take care of any of the groups that don't carry a gun or a blackjack, we have to take steps to protect that group, as well.

I believe that is what the Congress would want to do, Mr. Chairman, and I have just had this letter passed to me which I assume is on this point.

It is a letter from Charles Boren addressed to Mr. Edward M. Gilbert, business representative of local 1421, 1995 North Sycamore, Hollywood 28, Calif.:

DEAR MR. GILBERT: As I told you down at the hearing, we would meet you as soon as this congressional investigation was over, but since informing you the IATSE has entered a petition before the National Labor Relations Board seeking representation over the set designers, illustrators, etc., and by their action we are precluded by law in negotiating with your organization until such petition has been disposed of or an appropriate bargaining agent has been determined.

Very truly yours,

CHARLES BOREN.

Mr. PRICE. That is correct, but that does not preclude us from employing a man that comes to work. We have an open shop on these men at this time.

The gentleman applies for work. I have no doubt he will get it tomorrow morning.

Mr. KEARNS. Just a minute. You belong to the union, of course, and that is headed by Mr. Sorrell?

Mr. CRACRAFT. That is true.

Mr. KEARNS. I would like to just ask Mr. Sorrell to come to the stand. I want to ask him a question.

TESTIMONY OF HERBERT K. SORRELL—Recalled

Mr. KEARNS. You may come back. You don't have to testify. I want to ask you this question: How many men, as in Mr. Cracraft's status of employment, belong to the union affiliated with the CSU?

Mr. SORRELL. Out of the thousands of members of 644, there are about 135 scenic artists, and I am quoting this purely from memory. I might be a little bit—

Mr. KEARNS. Approximately. Isn't that important?

Mr. SORRELL. There are some 70 titles. There are 15 to 20 advertising artists, and there are some 40 or maybe more of the matte artists. These are specialists that can't work at house painting, which I consider should be in the same category as the scenic artists.

Mr. KEARNS. Mr. Sorrell, here is what I want to ask you, as president of your union—

Mr. SORRELL. I am not president of my union. I am only the business representative of my union.

Mr. KEARNS. It would be no intention of your union, because these men belong to your union, to keep them from working if they have an opportunity to work?

Mr. SORRELL. There would be no intention of the union to keep these men from working, any more than the average painter. We are locked out. These men vote in their unions. They make the rules.

Our union is run by these men. I don't have anything to say about it, except to interpret what they tell me in their meetings that are held regularly. If you ask Mr. Cracraft, he will tell you that he has a vote on everything that happens, and five members can call a special meeting to make a proposal to release its scenic artists, the matte artists, the title artists, and any of these groups, and they will vote on it. If by their vote they should decide to leave and go by themselves, there is no way I can control it.

Mr. KEARNS. I don't mean by themselves.

Mr. SORRELL. If they go to the IATSE or they go independent—

Mr. KEARNS. Or they would want to go to work, would you criticize them?

Mr. SORRELL. If they went to work—

Mr. KEARNS. I mean, because of their small number.

Mr. SORRELL. Naturally they are a part of the organization.

Mr. KEARNS. Yes; I understand.

Mr. SORRELL. If you tell one painter to go to work, you should tell the other one—when he gets three hundred and some—I don't know, some of them get forty or fifty thousand a year.

Mr. KEARNS. His salary is immaterial to me. I would be just as interested if a fellow made \$50 or \$60 a week.

Mr. SORRELL. We will put a man on the stand in that connection. Our intention is not to delay you, but give you an over-all picture as fast as possible. The next man we are to call is an apprentice. The man following him will be a pensioner; that is, a man not able to command the full scale, but who has a right to go to work or had a right to go to work until—at limited—what shall I say—at a limited amount of work at a smaller amount of pay.

Mr. KEARNS. What I want to get from you just now is, in other words, there is no action on your part or any influence that you have

used that would keep this group from going to work if they wanted to go to work?

Mr. SORRELL. If they voted to go to work, that is their pleasure.

Mr. KEARNS. That is all.

Mr. SORRELL. If they don't vote to go to work, they can do it individually.

Mr. KEARNS. All right.

Mr. SORRELL. Out of these 135 expert scenic artists, none have returned to work individually. They are very cooperative.

Mr. McCANN. I think that is all, Mr. Chairman.

The witness is excused.

Mr. Gracey.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GRACEY. I do.

TESTIMONY OF JAMES L. GRACEY, APPRENTICE, PAINT DEPARTMENT, WEST HOLLYWOOD, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. GRACEY. James L. Gracey, 836 Hilldale Avenue, West Hollywood, Calif.

Mr. McCANN. What is your phone number?

Mr. GRACEY. No phone number.

Mr. McCANN. What is your business or occupation?

Mr. GRACEY. Well, I came out of the Marine Corps in 1943, into the studio. I was an IATSE man, as a cable man in the sound department. I spent about a year and a half in the sound department. I got out of it and went back to Pennsylvania, and came back here and went to work in the paint department.

Mr. KEARNS. What did you do in Pennsylvania?

Mr. GRACEY. I was a coal miner. I believe I went to work in the paint department about 1945, about March of 1945—I should say January or February, and I went out in the 1945 strike for 8 months, and then in 1946—September 26—when I was sent up to the stage to do work, I was a first-year apprentice. A first-year apprentice is not allowed to work on any sets. They are allowed to work around the shop, in the colored pictures, help around the shop. They sent me up to work on a set there and had my check ready, and that is when I was let out.

Mr. McCANN. Under the rules of your apprenticeship, you were not entitled to work on a set?

Mr. GRACEY. Not entitled to work on sets the first year. The second and third, you are allowed to.

Mr. McCANN. You were a first-year apprentice?

Mr. GRACEY. Yes, sir.

Mr. McCANN. What have you been doing since you were told you would have to get off the lot?

Mr. GRACEY. I painted a bar, and now I am cooking a little bit at night.

Mr. McCANN. I see.

Mr. GRACEY. I walk the picket line every morning, and cook at night.

Mr. McCANN. You have been picking up what employment you could?

Mr. GRACEY. That's right.

Mr. McCANN. You have been a member of the IATSE for a year and a half to 2 years?

Mr. GRACEY. Yes; a year and a half, close to 2 years. When I came out of the Marine Corps, they assessed me 10 percent of my wages weekly. They would not give a card during the war. I was on a temporary permit.

Mr. McCANN. What work were you doing in the cable department?

Mr. GRACEY. I plugged in the camera, and the mike they speak into on the set.

Mr. McCANN. What were you paid?

Mr. GRACEY. \$87.50; \$87.54 a week.

Mr. McCANN. What did they charge you for your permit?

Mr. GRACEY. Ten percent of my wages every week.

Mr. McCANN. As a permittee?

Mr. GRACEY. Yes.

Mr. McCANN. Were there many of them on that basis in the studios?

Mr. GRACEY. There are a good many permit men; yes, sir.

Mr. McCANN. Were you given any assurance that you would be able to secure a regular union card if you stayed at that work?

Mr. GRACEY. I wasn't assured. They said that we boys back from overseas, more than likely—whoever came back—would get regular cards if we hung on—if we hung on we might be able to get a regular card.

Mr. McCANN. What were your dues?

Mr. GRACEY. There was no dues. They took a few dollars for the permit. If I made a hundred dollars, they got ten. If I got ninety they got nine—10 percent of my wages every week.

Mr. McCANN. How many men are there in your position?

Mr. GRACEY. I don't know exactly.

Mr. McCANN. Do you know where that money went?

Mr. GRACEY. I asked at one of the union meetings, and they told me if I didn't like it, I could get out. I kept my mouth shut.

Mr. McCANN. They didn't give you an answer as to where the money went?

Mr. GRACEY. No; they wouldn't tell me.

Mr. McCANN. You don't know how many permit men were on that basis?

Mr. GRACEY. No.

Mr. McCANN. Were you a permittee of local 44?

Mr. GRACEY. No; it was local 695—sound.

Mr. McCANN. At the present time you have had almost a year of painting apprenticeship?

Mr. GRACEY. No. I was a shop helper. Up to date I have had 2½ years in the paint department. Out of the 2½ years I have been on the picket line 20 months.

Mr. McCANN. Two and a half years in the paint department and you have been on the picket line 20 months?

Mr. GRACEY. That is, under my GI rights for overseas, I am under the Government and State, I suppose, in my apprenticeship.

Mr. McCANN. Are they still paying you under the GI bill of rights?

Mr. GRACEY. No. I am getting no unemployment from the State, either.

Mr. McCANN. When you get back to painting, do you go back under the GI bill?

Mr. GRACEY. I hope so.

Mr. McCANN. How long did they pay you while you were on your apprenticeship? How many months have they paid you on that?

Mr. GRACEY. I just got my apprentice card a few months before the September 26 lock-out in 1946.

Mr. McCANN. Well, do you know how many years you were entitled to that training, or how many months you were entitled to that training there?

Mr. GRACEY. I am entitled to 3 years' apprenticeship under the GI bill.

Mr. McCANN. You have really had 4 months of it in the last 2 years?

Mr. GRACEY. That is approximately it.

Mr. McCANN. Mr. Chairman, I think that is all.

Mr. KEARNS. When you worked as a painter, how much did they deduct from your pay?

Mr. GRACEY. I was working on a permit in local 644, and they gave me a regular union card.

Mr. KEARNS. As a painter?

Mr. GRACEY. Yes; apprentice union card.

Mr. KEARNS. What did that card cost?

Mr. GRACEY. It just came to a few dollars. It was a dollar for the permit card and \$25 for the initiation fee.

Mr. McCANN. What are your dues?

Mr. GRACEY. The dues run around \$15 a month, and an assessment.

Mr. McCANN. A month?

Mr. GRACEY. No; a quarter—I am sorry. Every 3 months.

Mr. McCANN. That isn't quite as big a take as the other one.

Mr. GRACEY. No.

Mr. McCANN. All right. Here is a question presented by Mr. Price: Do rules prevent an apprentice from working on a set—that is, your union rules?

Mr. GRACEY. On sets?

Mr. McCANN. Yes.

Mr. GRACEY. When the rest of the men did, I was sent up to a set I wasn't supposed to work on.

Mr. McCANN. I want to know who made that rule that you couldn't work on sets as an apprentice.

Mr. GRACEY. I guess the apprenticeship board.

Mr. McCANN. Of the union?

Mr. GRACEY. Yes, sir. That would be under the Government—the State, wouldn't it? I'm sorry.

Mr. McCANN. We wanted to find out, if we could, who kept you, as an apprentice, from working on the sets. whether it was a rule of the producers or a rule of the union, or who made that rule.

Mr. KEARNS. He may not know.

Mr. McCANN. That's all, sir.

Mr. Rusk.

Mr. KEARNS. Do you solemnly swear that the testimony you are about to give will be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. RUSK. I do.

TESTIMONY OF ELMER O. RUSK, PAINTER, CULVER CITY, CALIF.

Mr. McCANN. State your name, address, and telephone number, please.

Mr. RUSK. Elmer O. Rusk, 4742 Berryman Avenue, Culver City, Calif.

Mr. McCANN. What is your trade or profession?

Mr. RUSK. Painter.

Mr. McCANN. What kind of a painter?

Mr. RUSK. Well, of later years, I haven't been doing very much decorating or anything like that. I have a pension job. I got injured on the Fox lot as a result of carelessness on the part of the company. I didn't sue the company. I had several operations and a lot of hospital bills, and they gave me a pension job through the business agent, Herb Sorrell, and the labor relations man there, Walsh—no, not Walsh; I forget his name.

Mr. McCANN. Is his name Meyer?

Mr. RUSK. Fred Meyer, yes. They gave me a pension job, and another fellow that got injured on the lot. They made us pension jobs. They didn't pay us much. The scale was agreeable to the union and management and us, we should work for—that we couldn't work on any sets, any decorating, that the only place we could work was in the flatshop, painting and repairing flats. We were not to be relieved or laid off. We were to be kept on there permanently, and on the 23d of September the paint wagon came up and Jim Gracey, that just left the stand, he came in and he said, "Well, boys," he said, "the boss"—I don't know whether he said the boss or Walter Jolley. He said, "Put your stuff away and I will come and get you in about 10 minutes."

We put our stuff away and then, about 10 minutes later, he came up and said, "Stay where you are."

We stayed there. In about an hour he came back and said, "Put everything away and come down to the shop."

We put everything away and went to the shop.

Walter Jolley said, "Do you want to go up on that hot set?"

I said, "Wait a minute. You know the condition of our employment. We are not allowed to work on sets or any place except in the flat shop."

He said, "Say, you got something there." He said, "Come in the office and I will call up Ben Wurtzel."

I went in the office with him and he got the bookkeeper to call up Ben Wurtzel, and Ben wasn't in. He got his assistant. I think his name was—well, anyway, he got his assistant, and he told us—I can't recall his name—

Mr. McCANN. Let's forget his name.

Mr. RUSK. So he says, "Say, I got a problem here. I got Rusk and Charley Henderson." He says, "They are pensioners. We can't send them up on sets."

I don't know what the conversation was. He says, "Well, go on back to your work."

I says, "How many more times are we going to get fired today?" He said, "I don't know."

We went back to our work and finished our shift in the regular manner, put our stuff away, and we got our time when we punched the clock. They handed me two checks, and I said, "What is this for?"

He said, "I don't know. You are laid off for lack of work."

I guess they violated their agreement and they also stopped me from getting my unemployment insurance there when I was fired, and I hadn't any other way, I couldn't—I wasn't able to get out and climb ladders and the like of that. I was fired off the job. I was not supposed to be fired or be laid off.

Mr. McCANN. Well, yours is an interesting case.

Are there any questions?

Mr. PRICE. No.

Mr. LUDDY. No.

Mr. McCANN. Any questions, Mr. Chairman?

Mr. KEARNS. I just want to get this straight. In other words, after your accident, the studio agreed to give you what you term a pension job?

Mr. RUSK. They worked it out; yes.

Mr. KEARNS. Did the union work with the studio on that?

Mr. RUSK. Yes; Herb Sorrell and the labor relations manager.

Mr. KEARNS. It was a mutual agreement?

Mr. RUSK. It was a mutual agreement between the three of us that I would get a pension job there for life and I wouldn't have to work other than in the flat shop.

Mr. KEARNS. Have you tried to go back since you were let out?

Mr. RUSK. I can't go back through the picket line. I belong to 644 and I would never go back through a picket line.

Mr. KEARNS. Have you served on the picket line?

Mr. RUSK. I have since July.

Mr. KEARNS. Do you get paid for that?

Mr. RUSK. I get a little relief down there once in a while.

Mr. KEARNS. That is all.

Mr. McCANN. How long have you been a member of the union?

Mr. RUSK. I think it was 1903 or 1904 when I finished my apprenticeship.

Mr. McCANN. In other words, you have been there since they started, almost?

Mr. RUSK. I am an old timer.

Mr. McCANN. That is all, sir.

Mr. KEARNS. We stand adjourned until 9 o'clock tomorrow morning.

(Whereupon, at 4:20 p.m., an adjournment was taken until Thursday, August 28, 1947, at 9 a.m.)



JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

THURSDAY, AUGUST 28, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9 a. m., in room 324, United States Post Office Building and Courthouse, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Mr. KEARNS. The hearing will come to order.

Mr. McCANN. Mr. Everett Stowell.

Mr. KEARNS. Will you raise your right hand, Mr. Stowell? Do you solemnly swear the testimony that you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. STOWELL. I do.

TESTIMONY OF EVERETT V. STOWELL, PAINTER FOREMAN, WARNER BROS. FIRST NATIONAL STUDIO, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. STOWELL. Everett V. Stowell, 343 North Orlando Avenue, Los Angeles 36. Main 3986.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. STOWELL. Warner Bros. First National Studio. I was the division foreman of the paint department.

Mr. McCANN. Are you working there now?

Mr. STOWELL. I am not.

Mr. McCANN. When did you cease to work there?

Mr. STOWELL. September 24, 1946.

Mr. McCANN. State the circumstances.

Mr. STOWELL. Well, as it has been testified here in previous statements, the 23d our men were all ordered onto these hot sets and they were fired. We were told to come back the next day, which was on a Tuesday the 24th.

Instead of going down to the painting department, we were ordered into the technical office and we were asked, I was asked if I wanted to go down and run the men that they had down there in the paint shop. My answer was "no," that I would not go down there, for the reason that 644 has always been the bargaining agent for the painters in the studios, and that was my reason for not going down in there.

Mr. McCANN. Who was down there then that you didn't want to go down and run it?

Mr. STOWELL. I was told that the replacements were there.

Mr. McCANN. In other words, they said to you that the painters had gone and the replacements were there, "Will you go down and run them?"

Mr. STOWELL. That is right.

Mr. McCANN. And you said no, because your organization was the bargaining agent for Warner Bros.?

Mr. STOWELL. That is right; that is, for the whole moving-picture industry.

Mr. McCANN. Will you state what your salary was at that time?

Mr. STOWELL. \$165.25.

Mr. McCANN. A week?

Mr. STOWELL. A week.

Mr. McCANN. And how long had you been with Warner Bros.?

Mr. STOWELL. I first started to work there in 1928.

Mr. McCANN. And you had been there from that time until the time of your—

Mr. STOWELL. Well, you might say continuously; yes.

Mr. McCANN. Almost continuously. Have you anything to add to what you have said?

Mr. STOWELL. I can say this: that we have shop men that are not painters, they are not allowed to work on sets; we have men in the shop that repair our equipment, such as spray guns, and so forth, they are not painters; and they were ordered upon these so-called hot sets, and upon refusing to do the work, which, as I say, they are not painters, they were also included in the group and told to leave the lot.

Mr. McCANN. In other words, men who had no qualifications with respect to painting, but belonged to your union and had specialized jobs and had never done any painting on sets, were ordered to go on the sets so as to justify them in disposing of those men, is that right?

Mr. STOWELL. That is true.

Mr. McCANN. Anything else to tell us, sir?

Mr. STOWELL. I think that everything has been said here before, Mr. McCANN, in regards to it.

Mr. McCANN. Any questions, Mr. Chairman?

Mr. KEARNS. No, I think not. It is very well explained.

Mr. McCANN. Any questions from anybody? Any questions, sir? That is all. Next witness.

Mr. SORRELL. D. T. Wayne.

Mr. KEARNS. Mr. Wayne, will you raise your right hand and be sworn?

Do you solemnly swear the testimony that you are about to give to be the truth, the whole truth and nothing but the truth, so help you God?

Mr. WAYNE. I do.

TESTIMONY OF D. T. WAYNE, CAMERA MECHANIC, PARAMOUNT STUDIOS, INGLEWOOD, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. WAYNE. D. T. Wayne, 9122 Crenshaw Boulevard, Inglewood, Calif.

Mr. McCANN. What is your telephone number?

Mr. WAYNE. I don't have any telephone, sir.

Mr. McCANN. Where are you now employed?

Mr. WAYNE. I am unemployed.

Mr. McCANN. What was your last employment?

Mr. WAYNE. Employed as camera mechanic at Paramount Studios.

Mr. McCANN. How long had you held that position?

Mr. WAYNE. The last time, 6 weeks.

Mr. McCANN. How long before that?

Mr. WAYNE. I had been employed at Paramount Studios from 1930 to 1937. Earlier in those years it was an off and on proposition.

Mr. McCANN. What was your compensation per week?

Mr. WAYNE. I was paid by the hour, \$2.46 an hour.

Mr. McCANN. Were you steadily employed there at the time of the incident of September 23, 1946?

Mr. WAYNE. I was.

Mr. McCANN. What did your compensation per week average while you were there the last 6 weeks?

Mr. WAYNE. Well, between \$125 and \$150 a week.

Mr. McCANN. What were your duties at the studio?

Mr. WAYNE. At the time I was maintenance man on cutting equipment and general laboratory equipment.

Mr. McCANN. What union did you belong to?

Mr. WAYNE. International Association of Machinists, Local 1185.

Mr. McCANN. Is that a member of the Conference of Studio Unions?

Mr. WAYNE. It is.

Mr. McCANN. It was not, though, at the time of this incident, affiliated with the American Federation of Labor?

Mr. WAYNE. No, it was not.

Mr. McCANN. What time was the IAM thrown out or did it retire from the American Federation of Labor?

Mr. WAYNE. "Thrown out" is good. It was at the Miami meeting in January 1946 when we were declared disassociated, I think was the term they used, from the American Federation of Labor.

Mr. McCANN. January 1946?

Mr. WAYNE. The Miami meeting.

Mr. McCANN. Were you there?

Mr. KEARNS. Will you establish why they were disassociated?

Mr. McCANN. Why were they disassociated?

Mr. WAYNE. It was said because we refused to pay per capita tax to the American Federation of Labor.

Mr. McCANN. Was that true?

Mr. WAYNE. It was true.

Mr. McCANN. Why did you refuse to pay it?

Mr. WAYNE. The announcement of our international was that the International Association of Machinists was not given the same consideration by the executive council of the American Federation of Labor as all other affiliates received.

Mr. McCANN. Well, I don't want to get into that too far, Mr. Chairman.

Mr. KEARNS. Go ahead.

Mr. McCANN. The fact that you were out of the American Federation of Labor did not interfere with your association with the Conference of Studio Unions?

Mr. WAYNE. No, sir.

Mr. McCANN. And it did not breach your contract, if you had one, with the studios?

Mr. WAYNE. Not to my knowledge.

Mr. McCANN. And you had a contract, did you, with the studios for the members of the IAM?

Mr. WAYNE. We were working under contract conditions.

Mr. McCANN. State what happened to you, what terminated your active duties at Paramount?

Mr. WAYNE. Well, on the morning of September 26, 1946, the members of our local appeared for work and were confronted with picket lines, which we refused to cross.

Mr. McCANN. What position, if any, did you hold with your union?

Mr. WAYNE. I am now a member of the executive board and was formerly business representative of Local 1185.

Mr. McCANN. Were you business representative of Local 1185 at the time of this incident?

Mr. WAYNE. No, sir; I was not.

Mr. McCANN. Have you anything to add to what I have asked you with respect to your experiences at Paramount?

Mr. WAYNE. No, I believe not, other than that.

Mr. McCANN. Any questions of the witness?

This is a question put by Mr. Levy. Wasn't the disaffiliation of the machinists from the American Federation of Labor the result of continual controversies between your organization and the carpenters brotherhood headed by Mr. Hutcheson?

Mr. WAYNE. I don't believe I am qualified to go into the early ramifications of that, but the official statement was that the International Association of Machinists was not treated with the same consideration as other affiliates of the American Federation of Labor.

Mr. McCANN. I have another question coming up, Mr. Chairman.

Can you elaborate on that to show in what respect it was treated differently?

Mr. Chairman, several questions are being prepared for submission through me. It is suggested that Mr. Wayne can tell us a good deal about the affiliation that his local has with the Conference of Studio Unions and its operations, and so forth.

Now, if there is anything you want to add, I have given you two opportunities. I don't know enough about your set-up to ask intelligent questions. If you have anything that will throw light on this picture we want to have it.

Mr. WAYNE. Well, Local 1185 was one of the founders of the Conference of Studio Unions, together with the painters and the Screen Office Employees Guild, Local 683 of the IATSE, and I think the set designers.

Mr. McCANN. Did you say a member of the IATSE was a member of the Conference of Studio Unions?

Mr. WAYNE. They were at its formation.

Mr. McCANN. Proceed. I didn't know that.

Mr. WAYNE. And we were, through mutual interests, banded together for mutual protection and the maintenance of autonomy of our various local unions in the motion-picture industry. It was through those affiliations that many advantages were gained for our membership, the membership of all the unions in the Conference of Studio

Unions, and it was one of the reasons that any individual local could correct certain unwanted conditions of our people in the studio.

Membership was confined to such local unions as had local autonomy and could deal for themselves and sign contracts for themselves.

Local IATSE 683 remained with us until very early in 1944—I think perhaps it was December 1943 or January 1944—when the negotiation period came up for renewal of the contract, and it was thought best by them and by the other unions in the conference that they disaffiliate in order that they might go along with the program of the IATSE.

Mr. McCANN. One further question occurs to me.

Has your union had any difficulty with the IATSE attempting to take over your functions in the studios?

Mr. WAYNE. Continuously since 1937.

Mr. McCANN. Would you state just what you mean by that?

Mr. WAYNE. In 1937, during the months of May and June, I participated in negotiations of a contract for the machinists' union with the motion-picture producers, with the result that on June 24, 1937, a contract was signed between local 1185 of the Machinists and the Motion Picture Producers' Association, which gave jurisdiction, recognition and jurisdiction, to that local for all machinists in the motion-picture industry at all the major studios.

From that very time local 37 of the IATSE, which was then in existence, began issuing memberships to members of Local 1185, particularly at MGM Studio, in order that they might work on so-called prop work in the machine shop, the work in question requiring the skill and training of a machinist.

And the IATSE claimed that because of the fact that the work they performed might be on property or props that it was necessary for them to carry an IATSE card. Our contention was that a machinist's work was machinist's work, whether it was on props or locomotives or airplanes or anything else. It made no difference to us what it was going to go on.

That situation has continued to the present day.

Mr. McCANN. Did many or any of your members who were machinists abandon your union and become members of the IATSE alone?

Mr. WAYNE. Not until the 1945 strike.

Mr. McCANN. They carried dual cards until that time?

Mr. WAYNE. A considerable number of them in the prop shop in MGM did; about the only place it existed.

Mr. McCANN. Was any effort made to require your members to cease carrying dual cards?

Mr. WAYNE. There was no real drive made, that I know of, to discourage their membership in our organization. But in, I think it was, February 1938—I may be wrong on that date; it can be established—Lou Blitz, who was then business representative of the IATSE, notified management that all people in the MGM prop shop who did not have IA cards would be removed from the job.

At that time I phoned our international president, A. O. Wharton, who was attending the AFL executive council meeting in Atlanta, Ga., that this order had been given out and requested him to get in touch with President George E. Brown, of the IATSE, with a hope of stopping this close out of our people at that time.

President Brown, of the IATSE, issued a stop order to Lou Blitz about his intentions to put our people off the job.

Again in 1944, of course, on this same condition that existed at MGM I made demands on the labor-relations man there to correct the condition in that shop or that I would furnish men to replace the IATSE men on that job or take others on probation to bring that about.

That resulted in a meeting in Mr. Casey's office between the representatives of local 44 of the IATSE and our representatives. The intention of the meeting was to try to stop the removal of the machinists from the job, which was set for October 5, I believe, 1944. And at that meeting a status quo was arrived at, with the understanding that international presidents of the—president of the Machinists and international president of the IATSE, Mr. Walsh, would endeavor to get together at the AFL convention in New Orleans in November of 1944. And until that meeting was had the organization in the prop shop at MGM would remain status quo.

The meeting was had between those two presidents, at which meeting I was present in New Orleans, and the statement was made there by Mr. Walsh, to our president, Harvey W. Brown, that the IATSE did not want any of the machinists' work, were not making a drive for it, but so long as lodge 1185 was affiliated with the Sorrell group they couldn't do anything about it.

The further result of that was that each of these international presidents agreed to appoint a representative to come to the coast, look over the job, and try to arrive at a solution. The representative appointed by Harvey W. Brown was Roy M. Brown, vice president of the machinists.

Mr. Roy Brewer was appointed by Dick Walsh, Mr. Walsh. They met, it strikes me, the 19th of December 1944, and tried to resolve our differences. When again the same result was obtained with Mr. Brewer as—I was also present at that meeting—asking me if I was going to get out of the painters' corner. And if I agreed to do that, that there was nothing in the controversy between the IATSE and the machinists that couldn't be resolved to the machinists' satisfaction. This general condition, or that has been the general condition between the machinists and the IATSE since June 1937 to the present date.

Mr. McCANN. Any questions, gentlemen?

Mr. PRICE. No.

Mr. KEARNS. Mr. Wayne, what percentage of men are working in the studios today on machines that are not qualified machinists?

Mr. WAYNE. Of the people working there at the moment?

Mr. KEARNS. Yes. Going through the studio you would say, "This is a machine-shop job, and there is not a machinist on that machine."

Mr. WAYNE. I am willing to concede that most of the people in there can—are machinists of sorts. I haven't been in there myself. I couldn't go through the picket line to see what type of work they are doing or how well they are doing it.

I know some of our own former members are in there, and certainly they are doing the work as well as they did when they were still members of our organization.

Mr. KEARNS. How many members have you lost from your organization?

Mr. WAYNE. In the 1945 strike we lost 32. And in the present situa-

tion I think to the studios we have lost about 20 or 25. That is an estimate.

Mr. KEARNS. Those men had withdrawals from your union? They don't pay dues any more to your union? They have gone over to the IA?

Mr. WAYNE. They don't pay dues to our union any more.

Mr. KEARNS. That is all.

Mr. McCANN. May I ask, how many members did you have in the studios before the strike of 1945?

Mr. WAYNE. Right around 360, including the technicolor people; we considered them studio employees.

Mr. McCANN. You mean to say that in your union that the total that you have lost is approximately 32 and 25?

Mr. WAYNE. Yes.

Mr. McCANN. To the studios?

Mr. WAYNE. That is right.

Mr. McCANN. You have lost then a total of approximately 57 of your members during the strike of 1945 and the strike of 1946?

Mr. WAYNE. That is correct.

Mr. McCANN. Anything else, sir?

Mr. WAYNE. Well, we have a situation at Disney Studios which is not a major, but in which we had all the machinists there and within the year, through certain pressures with which I was not directly connected, they were caused to go over to the IATSE local, with the result we lost that whole group.

Mr. McCANN. How many were there in that group?

Mr. WAYNE. That figure fluctuated from 9 to 14 people off and on, depending on the activities in the studio itself. Our business representative can give better information on that than I can.

Mr. McCANN. Is your business representative here?

Mr. WAYNE. He is.

Mr. McCANN. We will let him tell about it.

Mr. LUDDY. One question.

Mr. McCANN. A question by Mr. Luddy. Has your local taken disciplinary action against your members who returned to work during the strike?

Mr. WAYNE. We have.

Mr. McCANN. What is that action, sir?

Mr. WAYNE. Expulsion or fine if found guilty of crossing a picket line, which is in accordance with our bylaws.

Mr. McCANN. You have expelled all of them?

Mr. WAYNE. Expelled or fined.

Mr. McCANN. What has been the size of your fine for that?

Mr. WAYNE. In some cases \$1,000, some cases \$2,000, and some cases \$2,500.

Mr. McCANN. Have you collected any of the fines?

Mr. WAYNE. No, sir; not to my knowledge.

Mr. McCANN. That is all, Mr. Chairman.

Mr. KEARNS. The amount of that levy of the fines, is that consistent with fines levied by other unions, under certain circumstances?

Mr. WAYNE. I can't answer that question.

Mr. KEARNS. All right.

Mr. McCANN. Carl Rex.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. REX. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF CARL W. REX, BUSINESS AGENT, MACHINISTS LOCAL 1185, VAN NUYS, CALIF.

Mr. McCANN. Will you state your name and your address?

Mr. REX. Carl W. Rex. 14432 Emelita Street, Van Nuys.

Mr. McCANN. Your telephone number?

Mr. REX. State 5-5919.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. REX. At the present time I am business agent of the Machinists Local 1185, IAM.

Mr. McCANN. Is that located in Los Angeles, Calif.?

Mr. REX. Hollywood, Calif.

Mr. McCANN. How long have you held that position?

Mr. REX. Since January 1947.

Mr. McCANN. Did you ever work in the union as a machinist yourself?

Mr. REX. Yes, sir.

Mr. McCANN. Over what period of time?

Mr. REX. I started in in 1943, and I worked at Republic Studios first and then transferred to RKO Studios.

Mr. McCANN. Were you working for RKO at the time of the September 1946 incident?

Mr. REX. Yes, sir.

Mr. McCANN. Were you discharged at that time?

Mr. REX. I was not discharged; no.

Mr. McCANN. Will you state the circumstances of your ceasing to be employed there?

Mr. REX. The circumstances were that when we reported for work in September there was a picket line around the studios, and we did not violate it.

Mr. McCANN. What date was that, sir?

Mr. REX. That was September 23, 1946.

Mr. McCANN. It has been suggested it was September 26.

Mr. REX. 26th? Well, perhaps. I will stand as corrected, because specific dates, you know, in all that has happened it is hard to retain them without notes of them.

Mr. McCANN. Will you relate the experiences of your organization in the major studios between 1945 and the time the picket lines went on in September 1946?

Mr. REX. My experiences in the studios between 1945—

Mr. McCANN. Yes. You were there, you said, in 1943.

Mr. REX. 1943 is correct.

Mr. McCANN. Will you give your observations and experience covering that period?

Mr. REX. My observations and experience were as a workman from 1932 until 1947. I worked on cameras, optical printers, practically all the devices in the studios.

Mr. McCANN. What was your compensation a week?

Mr. REX. My compensation as a workman varied in that period of time from \$1.88 when I first started. It was increased to \$1.97 per hour, and after July 1946, \$2.46 an hour.

Mr. McCANN. Now, have you any personal knowledge of any effort by the IA to take over or assume the duties of your machinists?

Mr. REX. Yes, sir.

Mr. McCANN. Let us have that, please.

Mr. REX. After the 1945 strike in October we returned to work.

Mr. McCANN. Will you talk a little louder? I don't believe anybody in the back can hear you, because I can hardly hear you.

Mr. REX. After the 1945 strike in October we returned to work in the studios under the conditions that it was terminated upon. The replacements that were in the studios at that time were to be removed from the jobs.

We returned to work without any difficulties at all until along perhaps in April or May of 1946, when the replacements were returned to work in the studios. That caused a great deal of consternation, because at that time it was considered a violation of the three-man directive, whereby the machinists—even though they were under suspension by the AFL—were granted all the privileges that had existed previous to their suspension. Therefore, they were the recognized bargaining agents of the machinists in the studios.

There was, as I said, a great deal of consternation as to what action would be pursued because of that violation. The consensus of opinion of the majority, when a meeting was called, was at that time, after the serious difficulties of 1945, that no action, direct action, should be taken but to use the law as provided for, to straighten out that particular difficulty.

Therefore, we remained on the jobs, going along in our usual manner. Then there was a Federal organization which had come back in that was formed, granted a charter, which was 23968.

Mr. McCANN. That was the IATSE?

Mr. REX. American Federation of Labor charter. At that time they were not affiliated with the IATSE, but were supported by the IATSE because the organizer of that Federal local was an IATSE member.

Conditions remained very bad in the studios, due to that return there.

Mr. McCANN. Mr. Chairman, while you were out I want to say Mr. Rex testified that after 1945, when the replacements had been paid off by the companies, and the machinists had returned to their jobs, then in 1946 these replacements began to be brought back into the studios, and they were given machinists' work, as I understand it.

Mr. REX. Yes, sir.

Mr. McCANN. That is what you missed when you were out.

Go ahead, sir.

Mr. REX. Then there was a notice posted in all studios by Mr. Shiffman that the Federal local was a recognized American Federation of Labor chartered local and should be supported by all of the American Federation of Labor unions.

Mr. McCANN. Who is Mr. Shiffman?

Mr. REX. At the present time his name was—his name was signed on that notice as business representative.

Mr. McCANN. All right.

Mr. REX. Then in May or perhaps it was in April or May, the first part of May, the Federal local began declaring work hot.

At that time there was a technicolor picture being shot on the lot and they refused to work with the man or the machinist that was present to service the cameras while they are shooting or after they get through shooting, or if anything happens to them, at that particular time that is furnished by Technicolor Corp., who is also a member, or was of the IA of M.

That was the beginning of the jurisdictional dispute between the IATSE and the IA of M, as of a later date. They were removed from the job, the machinists, of IA of M, of 1185, and were replaced by men from the Federal local.

Mr. KEARNS. Qualified men?

Mr. REX. That is a question that I doubt very much, whether they were qualified to the extent, because the technicolor cameras are more complicated than the standard motion-picture cameras because of their unique ability of taking pictures in color, you see, so on and so forth. They are constructed different.

The men that service those cameras are very highly trained men because it requires it, because the camera is a very expensive instrument and they don't like to trust them among hands, you know, that are not competent to handle them. Perhaps there were men there that have had camera experience that were able to stand by, because very seldom while they are shooting can they tell unless some mechanical thing goes wrong that stops the camera or a great noise starts to develop that interferes with the sound, you can't tell what your camera is doing until after the film is projected on the screen. Then you can get it as it is being created.

Mr. McCANN. Right there. When they took your IAM men over—off the stage, what did the IAM do?

Mr. REX. At that time when they took them off the stage, I happened to be steward on the lot. They reported the incident to me.

I said, "Well, it looks like as if there is a move being established to throw us into a jurisdictional tailspin." I said, "The best thing to do is to accept the condition as it is and proceed along with the laws that are established to protect our jurisdiction in the studios."

Therefore, the technicolor mechanics remained in there and there was no trouble over the situation at that time. We proceeded along those lines and when that did not create the disturbance that to my mind and way of thinking at that time was being established, for it to create a jurisdictional dispute, then other incidents began to occur, particularly—and I know this to be a positive fact, because it is another incident I was involved in at that time.

There was one job on an optical printer that was being repaired, a new part was made for that particular machine by one of our mechanics. It was taken down and put on the printer. The printer was stuck, declared hot because one of the IA of M men worked on the printer, with the result the man was sent back to the department in which he worked, was dismissed.

Mr. McCANN. Who was dismissed?

Mr. REX. The mechanic that worked on the job. His name was Carl Homith.

Mr. McCANN. He was a member of your union?

Mr. REX. He was a member of our union.

Mr. McCANN. How long had he been working in that studio?

Mr. REX. He had worked in that studio since about January 1946. He replaced one of our members who was—who passed out on the job and passed away with a heart attack, and we needed a new man on the job and he was replaced from our organization, to take that job.

Mr. McCANN. Now, was he following the practice that had been the practice in the studio when he took the piece he made and put it into the machine?

Mr. REX. Yes, sir.

Mr. McCANN. In other words, he was doing the thing which historically had always been done by your men?

Mr. REX. Yes, sir.

Mr. McCANN. What did the union do about that?

Mr. REX. After he was dismissed, he came to me and he says, "I am dismissed."

I says, "Well, Carl, there is nothing we can do about it now, but take this case and file it as an unfair labor practice before the National Labor Relations Board."

Mr. McCANN. What company was it that fired him?

Mr. REX. RKO Studios.

Mr. McCANN. How did the case come out?

Mr. REX. The case came out that the studio—by the recommendation of the trial examiner, he found that the studio had exercised unfair labor practice and recommended that Carl Homith be placed back on his job whole and pure. But that took quite a long while to do that.

Mr. McCANN. Was he replaced?

Mr. REX. There is an intervening time there that things happened that made a long story out of it. I am going to try to summarize it for you.

Mr. McCANN. I wish you would make it brief, but tell us, did he get his job back?

Mr. REX. He did. I am going to tell you about that. To obtain employment and be a very good mechanic and to be used around the machinists' division, with an AFL card, he was issued a permit in Local 40, IBEW electricians, who also was at that time—was the working, or was the work being performed, coming under their jurisdiction.

He was replaced to work within a day or 2 days. He was off 1 day and came back a day after that, under an IBEW 40 card of the American Federation of Labor.

Mr. McCANN. Was he paid for the time he was out?

Mr. REX. Yes, sir. And he came back at a lower rate of wages.

Mr. McCANN. At a what?

Mr. REX. At a lower rate of pay, a difference in an hourly rate. He also was compensated for that. The difference between what he received by working under the IBEW 40 electricians and what he would have received by working as a member of the machinists and the I. A. of M.

Mr. PRICE. Do you want the findings and the judgment?

Mr. McCANN. Yes. After this incident and the finding of the trial examiner in the case of your union member who was discharged, what

happened with respect to that kind of work following the ruling of the trial examiner? Did your union do that work subsequently?

Mr. REX. The trial examiner's recommendation did not come down until May of this year, on that particular thing.

Mr. McCANN. So there has been a strike during that period?

Mr. REX. Immediately after receiving the trial examiner's recommendation, there was a telegram sent in asking for negotiations on those grounds by the machinists.

Mr. McCANN. Anything else, sir?

Mr. REX. The only thing I can say is we were refused to be met with, to be bargained with for the machinists in the organization. At the same time—if you will look through the trial examiner's report you will find there were occasions where the teamsters local were trying to invade the machinists' jurisdiction in there by insisting that the auto mechanics and repairmen become affiliated with the teamsters. And at that time there were dismissals of men on all the lots, as near as I can remember—several of the lots—those men were dismissed from their jobs because they would not take out a card in the teamsters union and therefore they come under the same category as this Carl Homith, I just related about.

Mr. McCANN. Did you appeal from that, too?

Mr. REX. Yes, sir.

Mr. McCANN. Did you win on those?

Mr. REX. Yes, sir.

Mr. McCANN. Is there anything that the teamsters don't take in? I would like to know what it is.

Mr. REX. I happened to have dinner with Mr. Ralph Clare one day, to see if he wouldn't get together whereby we could work harmoniously and function together as good labor organizations.

It was a very—it is unusual for—that was immediately after I was elected as business agent of the mechanists union, and I was trying to heal a breach that is existing in labor organizations throughout the area.

At that time Ralph said, "Well—" Mr. Clare—"Well, we should control it, don't you know." He says, "We have to deliver it, we go get it and we take it back."

I said, "According to that you should have all the machinists because you haul out the shavings."

We ended up very nicely and though if it was left to more of the local representatives that perhaps better and a sounder footing could be obtained in the motion-picture industry than it could by having it performed by men thousands of miles away that did not have their minds, their hearts, or their fingers on the incidents that were transpiring in our immediate vicinity at this time, or any time.

Mr. McCANN. Do you conclude from your experience with the IA and with the teamsters that an effort was made to raid your membership and to take over its functions in the studios by either the IA or by the teamsters?

Mr. REX. I conclude that it was being done by both organizations wherever it was possible for them to do so.

Mr. McCANN. Any other questions?

Mr. PRICE. Yes.

Mr. McCANN. Some questions by Mr. Price. You testified that the hiring of members of the Federal union whom you termed replace-

ments was a violation of the December 1945 award. Will you point out the provisions of that award which were so violated or the provision which was so violated?

Mr. REX. The provision of that award, as we figured it at that time, was when the three men recognized the jurisdiction of the machinists, even though they were not members at that time or under suspension of the American Federation of Labor. But they could continue in the same capacity they had in the past, or words to that effect.

Mr. PRICE. The award is in evidence. Read him the section of the award.

Mr. McCANN. I think that is going to take a lot of unnecessary time.

Mr. PRICE. It is already in evidence. There is no such provision there.

Mr. McCANN. I don't know enough about it, so that I would be able to locate the section to which you refer.

Mr. PRICE. It isn't there.

Mr. McCANN. Let's say it isn't there.

Mr. SORRELL. Let's say it is there.

Mr. McCANN. Mr. Chairman, the point I am making is that we have had a statement by the witness and the question says to show us the section. Now counsel says the section isn't in there. I don't want to waste the time of this witness or our hearing time to have the man go over a several-page document, to look for something if it isn't there.

Mr. SORRELL. It is right there.

Mr. McCANN. Mr. Chairman, I think that if it isn't there and counsel says it isn't and you say it is, we will have to leave it to our study without calling on him to find something that you say isn't in the decision.

Mr. PRICE. That is all right.

Mr. KEARNS. So ordered. Was not the position of the Federal union not supported only by the IATSE but also by the Central Labor Council of the AFL?

Mr. REX. To my knowledge it was, yes.

Mr. McCANN. Is there not a representation petition still pending before the NLRB for the purpose of determining between the IAM and the IATSE who shall be the bargaining representative?

Mr. REX. There is. There is an appeal in for certification by the IATSE. In reference to that, after the telegram was sent in by the machinists, we received a communication from Mr. Boren stating that it was impossible for them to have a meeting, or words to that effect, because the IATSE perhaps by coincidence had also claimed the same jobs in the studios as we were recommended for in the recommendation.

Mr. McCANN. Is there any job in the studios the IATSE, to your knowledge, haven't claimed?

Mr. REX. To my knowledge, none.

Mr. McCANN. I want to know. That seems to be the gist of the evidence.

Mr. REX. They have even come in—may I add this: For the molders, which was an American Federation of Labor organization, a local that had their own workmen in there, they have even come to claim them, according to the information I receive. They want everything, so far as I can see.

Mr. McCANN. Mr. Price asks this question: You testified that you considered it improper to rehire the replacements since 1,185 had long been the bargaining representative. Is it your understanding that an employer may not properly employ a person who is not a member of the bargaining representative in the absence of a closed-shop contract?

Mr. REX. We never had a strictly closed-shop contract, even when we had a contract in the studios, to my knowledge. Whenever the organization—there was an agreement existing that they would hire machinists from the organization, but when they were not—when there were none available that men could be hired on a probationary period of 30 days, to see if he qualified, was qualified by the employer.

It never was strictly closed. There was always an opportunity when there wasn't any men available in our organization to hire men from the outside by anyone.

Mr. McCANN. Did they ever call on you for men when you couldn't furnish them?

Mr. REX. Since I have been in office, they haven't even called.

Mr. McCANN. That is all, sir.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. WHITE. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF E. R. WHITE, GRAND LODGE REPRESENTATIVE, INTERNATIONAL ASSOCIATION OF MACHINISTS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. WHITE. E. R. White. Room 421, Van Nuys Building, 210 West Seventh Street, Los Angeles, Calif. Phone: Mutual 1396.

Mr. McCANN. What is your business or occupation?

Mr. WHITE. I am a grand-lodge representative for the International Association of Machinists.

Mr. McCANN. How long have you been such?

Mr. WHITE. Since August 1942.

Mr. McCANN. Have you ever been an employee of the studios?

Mr. WHITE. I have not.

Mr. McCANN. Have you ever had anything to do with the work of the machinists in the studios in Hollywood?

Mr. WHITE. Yes; I have been very closely in touch with the activities of our lodge 1185, Cinema Lodge 1185, in Hollywood, since the early stages of the 1945 dispute.

Also, I have attempted to keep closely in touch with the representatives of the other organizations affiliated with the Conference of Studio Unions.

Mr. McCANN. Will you tell us what you know about these problems we are investigating here?

Mr. WHITE. Well, Mr. McCann, I want to be as brief as possible. I haven't been through all this hearing, so I imagine the background and history is pretty well covered in the record.

I have been here since the machinists' witnesses have testified, however, and I will attempt to summarize my knowledge of the situation and correlate their testimony.

As I previously stated, in the early part of 1945, as I work out of the local office of the general vice president, Roy Brown, I was assigned to assist lodge 1185 in any way possible and made myself generally familiar with the background of the issues involved.

When the strike was finally settled, as a result of the Cincinnati agreement, Roy Brown attempted to contact representatives of the IA to settle any jurisdictional differences that we might have with them in the 30-day interim period before the three-man committee came in to act as a board of arbitration.

He contacted Mr. Brewer by phone and was advised that inasmuch as our status had changed they felt they had nothing to discuss with us, and they meant—I mean by change of status that we had been disassociated from the American Federation of Labor at the Miami Executive Council meeting to which Mr. Wayne testified.

In addition to that there were some highly skilled people that were very essential to the industry that had broke strike and they intended to protect them at all odds. As a consequence, they did not feel that by discussing the problem anything useful would be accomplished.

So I then got in touch with Mr. Wayne and other officers of lodge 1185 and prepared material to be presented before the board of arbitration, consisting of Mr. Knight, Mr. Doherty, and Mr. Birthright. We appeared and presented our material and set back and waited for the decision. When the decision came down, while it reaffirmed a previous agreement in effect between the IA and the IAM, over jurisdiction of work, I was a little fearful of it because I felt there was possibly grounds in it where it might be misinterpreted, and if the IA really intended to embark on a jurisdictional raid, they could possibly attempt to misinterpret that award.

Mr. McCANN. Did they?

Mr. WHITE. They did.

Mr. McCANN. Proceed.

Mr. WHITE. After the Cincinnati agreement, of course, the Conference of Studio Union group were continuously attempting to secure signed contracts and other conditions, in line with the contracts that had been terminated by telegraphic notice during the 1945 work stoppage. And they had been unsuccessful in securing those contracts.

When the replacements of which Mr. Carl Rex testified about, who were former employees of the studios, and members of the IA, were placed in this Federal charter and then appeared on the lots, naturally, our group and the Conference of Studio Union group were pretty hot about it and thought about creating a work stoppage over this.

I conferred with Mr. Sorrell and our representative at that time, D. T. Wayne, and advised them I didn't think that was the smart thing to do. If we took our people out of the lot that would be making the entire situation entirely too favorable for the IA in their attempt to organize all the jurisdiction in the lots. So that if they refused to hire our people, in accordance with what historically had been the practice, and if any were discharged we could appeal to the

National Labor Relations Board for redress, as I thought it was a violation of that act.

As Rex testified numerous people were discharged from the lot due to the fact that the labor council and the IA had refused to work on work that had been repaired by machinists. As fast as they were discharged we filed charges with the National Labor Relations Board seeking reinstatement.

After telegraphic communication with the studios we filed charges of refusal to bargain and that was heard—it started in this same room, I believe, and two thousand some hundred pages of transcript were taken. An intermediate report came down, to which I believe both parties filed exceptions. The machinists filed exceptions and I imagine the producers did too. That, to use machine-shop terminology, is still in the jig. There has been no final determination on that matter, other than the producers have complied with the reinstatement of these people that were discharged as Rex testified, and in the meantime there has been a lock-out out there and picket lines have been formed and our people are recognizing those picket lines. It wouldn't mean anything as long as those picket lines are there.

That brings the situation up to date, except from time to time I have been contacted by both auto mechanics and machinists at the downtown office, who are employees of the lots. They have advised me they have been from time to time contacted by ex-supervisors and officials of the various motion-picture companies and advised they better get back to work pretty soon, they could only hold their jobs so long; their positions would be filled by replacements and they would have no jobs.

Some of them inquired, on my instructions, as to the terms of the reemployment, and were advised if they received clearance from either the IA or the teamsters local they would welcome them back and they would receive their jobs. But without those clearances or membership in either the teamsters or the IA, depending on whether they were automechanics or machinists, they would not be admitted to their former jobs. I understand that situation prevails generally in all the lots.

Mr. KEARNS. They would go back if the picket lines weren't there?

Mr. WHITE. The information they have given me, Mr. Kearns, is that the studios would not hire them unless they had clearance from either the teamsters, if they are automechanics, or the IA, if they are machinists. That was prior to the passage of the new law. I don't know whether they would still take that position at the present time.

Mr. KEARNS. My question was if the picket lines weren't there in the morning, would your men return to work?

Mr. WHITE. If they were still required to be members of the IA or the teamsters they wouldn't.

Mr. KEARNS. If the picket lines weren't there, would your men go in and go to work? That is the question I want answered.

Mr. WHITE. They would if they could go in on their own cards.

Mr. McCANN. Attention has been called to the fact that the witness has been informed that IAM men must get clearance through the teamsters or through the IA to go back to work, and that this is strictly hearsay. If there is any direct evidence on that point we will be glad to hear any witness who can so testify. If there isn't,

I want the gentlemen to know that in the event I have the job of writing the report I will not base any findings on hearsay. I think that should clear the issue here with these gentlemen.

Mr. KEARNS. We will have 10 minutes' recess.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order, please.

Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. ALSDORF. I do.

TESTIMONY OF BERNARD G. ALSDORF, FORMER EMPLOYEE OF WARNER BROS. STUDIOS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name, your address, and your telephone number.

Mr. ALSDORF. Bernard G. Alsdorf, 820 West Patterson Street, Glendale 2. Citrus 2-3377.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. ALSDORF. At the time of the lock-out I was employed by Warner Bros. as an installer of hardware.

Mr. McCANN. Proceed.

Mr. ALSDORF. On the day of the lock-out I was called—I usually worked around installing hardware through the stages or the streets or wherever it was necessary to install it.

On the day of the lock-out I was told to stay in the mill and at 7:30 there was eight or nine of us taken up on stage 3 and we sit around up there for 20—15 or 20 minutes, to a half hour. They gave us a blue slip and told us to leave the lot.

Mr. McCANN. Now, what union do you belong to?

Mr. ALSDORF. At the present time to local 946, carpenters.

Mr. McCANN. What local did you belong to at that time?

Mr. ALSDORF. Prior to that I belonged to local 44 of the IATSE.

Mr. McCANN. You were a member of local 44 of the IATSE when you were let out?

Mr. ALSDORF. No.

Mr. McCANN. When were you—or when you were locked out.

Mr. ALSDORF. I was a member of 946 at the time of the lock-out. I had been suspended and expelled by the IATSE prior to that time. In fact, June 15 or 17, 1946. At the time of the strike—before the strike in 1945 I was a member of local 44. If I remember rightly the strike started about March 12.

Anyhow, about 4 or 5 days, I believe it was about the 8th of March 1945, I went home sick. I had been sick for quite a while and trying to work, and I was bothered with arthritis and had to have quite a few teeth extracted, and so forth.

So I was sick when the strike started. After the strike was on for a while a friend of mine, a man I had worked with in the hardware department in Warner Bros., came over to my house and said the international had taken over local 44, and he said, "It looks like the same deal we got when they took over local 37," which I was a member of before I was a member of 44.

He said, "We are getting up a petition to ask Mr. Walsh to return our jurisdiction to us and let us handle our own affairs."

So I signed the petition, which was later used as a complaint in a court action, asking the court to return the jurisdiction of local 44 to the membership.

The strike ended and I went back to work sometime, I believe it was, in November 1946. And about December I was served with a summons to appear for trial before the IATSE, which I did. I was charged with signing this court complaint, which I admitted and plead guilty to. But I was also charged with numerous other things, among them was fraternizing with the pickets and making speeches before the CSU, and so forth and so on.

And I never attended a meeting of the CSU or any other organization, because I wasn't feeling well and I wasn't able to appear at any of those meetings. It was about all I could do to get back and forth to the doctor, and so forth.

So when this trial started—it was my intention to plead guilty to the charge of signing the court order, and then let it go at that. But instead of that they produced Mr. Luddy, an attorney, to get in there, and I saw I wasn't very well versed on parliamentary law and so forth, of the IATSE so I thought I better get a counsel, which we were entitled to under the constitution of the IATSE.

I asked Glen Lowery, a member of 683, to act as my counsel, which he did. So I was fined \$300, suspended for 6 months. I had to pay that fine within 60 days after I was suspended. I wasn't allowed to work all during that time. In fact, I was fired from any job at Warner Bros. I had to pay my union dues during the term of that suspension, which I did not do. According to the sentence I was expelled on the 15th or 17th of August. Then I went over and I joined the carpenters union.

Mr. McCANN. You didn't pay the fine?

Mr. ALSDORF. No. I went over to local 946 and I was returned to work at Warner Bros. as an installer of hardware.

In the meantime, before that, my counsel had asked continually to have the trial committee dismiss the charges against me which Mr. DuVal made no attempt to prove. Mr. DuVal was business agent of local 44 and had brought the charges against me.

They made no attempt to dismiss those charges, but told me that the trial committee would decide whether I was guilty or not. I produced a letter from Dr. Greenlee, my doctor, telling the nature of my trouble and during my sickness I had been in a hospital, operated on, and so forth. But it didn't seem to make any matter. I just got the works.

It seemed to me that the only people that really got it poured onto them or really were thrown out were the people who availed themselves of counsel. The other five men or so were fined \$150 and that was the end of it.

So I went over and joined 946 and was put back to work as installer of hardware at Warners.

While George Storek and I had charge of the hardware, he had it one 6-hour shift and I had it the other. We were allowed to have a helper, that was all. He was a laborer. I think a member of 724, the laborers union.

Mr. McCANN. Is that a conference of studio unions' union?

Mr. ALSDORF. No; I don't think we were ever a conference of studio union's affiliate. A lot of times, when work got slack, they wouldn't

let us have a laborer, and we had to do the work ourselves, cleaning the hardware and preparing the hardware, putting it out. I made patterns for hardware. I worked at pattern making for 28 years before I went into the studios.

I found a lot of things that could be fixed up just as soon as I got out of there. After I was fired, because I was suspected by the IATSE, it was necessary for them to put a subforeman in my place, and I was only a journeyman, and George Storek was only a journeyman.

There was a subforeman when I first went back, and then they put a man by the name of Fred Reese in there. They put him in there about 6 weeks before I was discharged to try to pick up—in fact, he said to me one day, he says, "Barney, you will have to help me out. I do not know a thing about this hardware business. You can imagine how I helped him out.

It went on that way and I worked on installing of hardware to the lock-out. Prior to that I was on stage 7 putting some hardware on a cafe. The painters got in and wanted to finish the doors.

The subforeman, Al Williams, said to step aside. He said, "There is a rail coach over there. There is some valuable hardware. You better pull it off."

This railroad coach was on a rocking platform—rocked to simulate a moving train, and so forth.

When I got in there, there was one compartment, and then there was the regular coach with the regular seats. These seats had been pulled out and turned so a person could lay down in there. There were mattresses in the coach and mattresses in the aisle. I went into the compartment and there was a table they usually put up there as a card table, and there was at least two packs of cigarettes ground out on the window sill of that coach and on the table and laying on the floor.

I went back to Al Williams and told him that I thought possibly some of the carpenters had been loafing up there. I asked him—I said, "You better keep those fellows out of there. We are going to get in trouble."

He said, "It is none of our fellows up there. I have been told they put the set erectors up there when they don't have any work for them to do."

Mr. McCANN. Is that all you can offer us with respect to your personal situation?

Mr. ALSDORF. Yes; I believe that is all.

Mr. McCANN. Any questions?

Mr. LEVY. I think I may have a question.

Mr. McCANN. From Mr. Levy. Were you associated with the court proceedings with the rank-and-file group in local 44, sometimes called committee of IATSE men, in which group William S. Magginetti and Irwin P. Hinchell were leading spirits?

Mr. ALSDORF. I signed a petition that led to that court action. I did not appear at any of the hearings. I was not a witness or anything else. Prior to that, when I filed my appeal, after I had been sentenced, after I filed my appeal with the IATSE, I withdrew from that action for reasons of my own. In fact, I had gone to see a friend of mine who was an attorney. He advised me—he told me, "There may be something there you don't know about. Owing to the fact you only

signed, I would advise you to withdraw from it and see what happens—see whether they are trying to get certain men in this group or trying to get all of you."

Mr. LEVY. Ask him to answer the question. That is not answering the question.

Mr. McCANN. Were you associated in the court proceeding with the rank-and-file group of local 44—sometimes called the committee of the IATSE men?

Mr. ALSDORF. I might—if I may ask a question, first, so I can understand this correctly—I signed the court order. That is the way—if I was affiliated, that is the only way I was affiliated with them.

Mr. LEVY. Does he know Mr. Magginetti and Mr. Henschell?

Mr. McCANN. You hadn't asked that.

Mr. LEVY. I know.

Mr. McCANN. Do you know Mr. Magginetti and Mr. Henschell?

Mr. ALSDORF. I met them since—I might say I met them on several occasions.

Mr. LEVY. In these strike matters since 1945?

Mr. ALSDORF. No. If I may explain, I met Mr. Magginetti at our IATSE trial. He was the counsel for several of the boys.

Mr. McCANN. Did you notify your attorney to withdraw you from the court action that was pending against them?

Mr. ALSDORF. No. When I went to this friend of mine, who is an attorney, he said, "Now, look, I am going to give you this advice free gratis." He said, "I don't want my name brought into it."

And I said, "All right."

And he told me just as I had said that—he said, "It looks to me as though there is something there that you don't know about."

Mr. McCANN. I want you to get down to this: How did you withdraw your action from court?

Mr. ALSDORF. By letter to Margolis, who was the attorney, and which I sent a copy to the international and also a copy to local 44.

Mr. McCANN. Do you know that Margolis never withdrew you as one of the parties to that action?

Mr. ALSDORF. I have a letter from Mr. Margolis, if you would care to see it.

Mr. McCANN. Let's have it. Mr. Chairman, we will read this into the record.

Mr. KEARNS. Proceed.

Mr. McCANN (reading:)

JULY 8, 1946.

*Presiding Justice and Associate Justices,
District Court of Appeals, 2d App. Dist.,
State Building, Los Angeles, Calif.*

Re: Stoica vs. IATSE—2d Civil No. 15468.

DEAR HONORABLE SIRS: We have been notified by Bernard George Alsdorf, one of the plaintiffs and appellants in the above-entitled matter, that he wishes his name to be dropped therefrom and from all further proceedings therein.

We are, therefore, writing asking that the records indicate that Mr. Alsdorf is no longer a plaintiff and appellant in said matter.

Respectfully yours,

KATZ, GALLAGHER & MARGOLIS,
By BEN MARGOLIS.

BM: Im

cc. Mr. BERNARD G. ALSDORF,
820 West Patterson St., Glendale, Calif.

Mr. LEVY. No copy to Mr. Luddy.

Mr. ALSDORF. That is the letter I sent to local 44 and also the international [indicating].

Mr. McCANN. This letter was sent as you have heard him say to local 44 and the international [reading]:

820 WEST PATTERSON STREET,
Glendale 2, Calif., June 20, 1946.

Mr. BEN MARGOLIS,

c/o Katz, Gallagher & Margolis,

111 West Seventh Street, Los Angeles 14, Calif.

DEAR MR. MARGOLIS: This is to notify you that I wish my name—which appears on plaintiffs' complaint now pending in the court of appeals, for the return of local 44 IATSE and MPMO to the membership of local 44—to be dropped from this action, also from all other actions pertaining to this petition or complaint that may be brought up in the future.

Yours truly,

BERNARD GEORGE ALSDORF.

Mr. LUDDY. Will you permit me to say, Mr. McCann, the purported copy of the letter addressed to the justices of the appellate court was never served on me. I was never advised by Mr. Margolis he had written such a letter. This is the first knowledge I had Mr. Margolis claims to have written such a letter to the court.

Mr. McCANN. Obviously this letter to the court should be a matter of record, and the name should have been officially dropped. That is all.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. MARTIN. I do.

TESTIMONY OF JOHN R. MARTIN, BUSINESS AGENT, FILM TECHNICIANS LOCAL 683, IATSE, LOS ANGELES, CALIF.

Mr. McCANN. State your name, your address, and telephone number.

Mr. MARTIN. John R. Martin, 2144 Midvale Avenue, West Los Angeles. Phone: Arizona 3-0491.

Mr. McCANN. By whom are you employed and in what capacity?

Mr. MARTIN. Film Technicians Local 683, IATSE, as business agent.

Mr. McCANN. Are you their representative at this time?

Mr. MARTIN. That is a matter of opinion. I say I am; yes, sir. The IATSE has a different opinion.

Mr. McCANN. Will you please state your case to the committee?

Mr. MARTIN. Do you want me to state my case completely as to how 683 fits into this particular picture?

Mr. McCANN. I wish you would. Try to abbreviate as much as you can, sir, so as not to make it too long. We have a lot of people to hear here.

Mr. MARTIN. I shall do so. If I may be permitted to do so, I would like to make one statement before I start, so there is no misunderstanding about my appearance here. I am subpoenaed to appear as a witness. And that I am not in favor of the Taft-Hartley bill.

Mr. McCANN. We find a great many people are not in favor of the Taft-Hartley bill, but are delighted to have the Taft-Hartley services.

Mr. MARTIN. I am business agent of local 683, the film technicians, and have been since November 1941.

During the trouble in 1945, the strike, I believe, started on a Monday. Our people who had been taught the principles of unionism refused to go through the picket lines that were thrown up.

I was contacted by the international president and by Mr. Brewer to correct that situation. We called a membership meeting for Wednesday, about 3 days later, wherein the matter was discussed. The members voted then to go through the picket line and respect the orders of the international president.

Later, as the strike went on, it developed certain difficulties wherein we had certain individuals in the local who had certain principles and would not go through picket lines under any circumstance. We were told to, as officers of the union, see that they did go through. However, we were unable to force them to go through, and fortunately nothing particular happened to those people later on when that particular strike was over.

In July 1946, there was a strike called by the conference of studio unions for a 25-percent increase in wages. Now, up to this time local 683 had been in the midst of negotiations with the producers. They were attempting to correct certain inequities of long years' standing.

We were very much concerned with establishing a proper increase throughout the industry, as we felt it would help us in our particular situation. Up to that time, negotiating with the IATSE, we had not been successful in getting an offer as high as 25 percent.

When the picket lines were thrown up, our people once more refused to go through the picket lines. We were told by the international alliance representative, Mr. Brewer, it was just another jurisdictional strike. However, knowing what was involved, we knew better than that, that it was strictly a matter of wages. Our people still refused to go through.

In order to clarify it and carry out the principle we had always believed in, which was local autonomy, and the vote of the membership, we called a meeting within a couple of days and presented the problem to them; a general meeting.

The membership voted to continue to respect the picket lines until the end of the week, and have a committee set up to really find out whether it was a jurisdictional strike or not.

However, in the meantime—as a matter of fact, that particular evening the strike was settled and there was no further problem along those lines.

The claim of jurisdictional dispute is one in which our people have their eyes open to, that it is a favorite tool to use whenever you wish to discourage a strike, to claim it is jurisdictional.

We were familiar with that particular maneuvering, and we were familiar with the maneuvering of attempting to put the CSU in the spot of going out on a jurisdictional—or claiming they went out on a jurisdictional strike, because a few months previous to that—to supplement the testimony already given by the machinists—there were certain claims made by the central labor council as the result of the machinists' situation.

Back in 1945 there was a union formed of machinists by the IATSE. The man put in charge of that union was, I believe, Mr. Shiffman, who was a projectionist, a member of the projectionists' union.

At the time of the settlement of the strike, that local was apparently dissolved; these replacement workers were out of the studios. However, they kept the group intact and later they applied for a Federal charter.

I presume you are familiar with the Federal charter. Wherever there is no national affiliation within the AFL, the AFL issues a Federal charter through the central labor council. They were supposed not to have any connection with the IATSE. However, the same IA officer remained in charge.

Then the central labor council passed a ruling and so notified the producers, that from a certain date on none of the AFL crafts in the studios would work with non-AFL crafts. There was no specific mention, as I recall, of machinists.

Upon receipt of that letter several of the unions went to see the producers about that, and notified them that so far as they were concerned this letter applied to the machinists, even though there were many other crafts—not many, but there were a few other guilds in the studios who were not affiliated with the AFL. There was no action taken against them: purely a matter of machinists.

Present at that meeting were the producers' labor committee. I was very much surprised at the stand of the labor committee of the producers. I expected them to take a very firm stand and say, "This is against the law. This is against the NLRB. We cannot discriminate against two unions in this respect, especially when we have a contract."

However, the mention of that was very weak. It was solely made as a passing remark. And they agreed to do what they could, to go along with the demands that were made upon them.

From there on the demands were made upon the producers to hire the so-called AFL machinists, especially on work connected with cameras, and so forth.

When the strike or lock-out, however you want to term it, was started in September, 683 tried to live up to the orders of the international alliance and go through the picket lines. We were again faced with a problem. Certain members just wouldn't go through picket lines. The number was larger than it had been previously.

I was given to understand that as an officer of the union it was my job to see they got through there, regardless, and if they didn't go through the picket line they were to be reported to the international alliance.

At that time there was a program established for the punishment of people who disobeyed the international orders, regardless of their own principles, which contributed a great deal to the decision of the members, I believe, in finally voting to respect the picket lines. The provisions provided for by vote of the convention set up a procedure wherein either the international president or the international alliance would file charges against a violator, and then appoint a trial board to try the person on the charges, which to us seemed to be anything but a fair procedure; and the outcome was certainly a foregone conclusion.

I think that the special rule regarding this particular thing is of enough importance to be submitted here, because it deals specifically with the Hollywood situation. It provides for the elimination of all jurisdictional lines, as far as any union going out on strike. And

this particular law was passed before the strike started. It was passed sometime in August. And it sets up the power wherein the trial board shall be appointed. It sets its own rules and regulations. It gives the international president the power to suspend the international constitution, to suspend the local constitutions, and so forth.

The only check and protection that the union members have in an officer doing his duty or keeping him doing his duty is a matter of the international constitution, that outlines his duties, that outlines limitations and outlines the rights of the members. All of it or any part of it could be wiped out by the international president, as far as the Hollywood situation is concerned.

We felt, between the two, the wiping out of the constitution and the establishment of a—I call it a packed trial board, could result only in bloodless purges against people whom the international officers didn't particularly like; 683 was not exactly in favor in the eyes of the international alliance, because we believe in self-expression. We believe if we oppose a certain action we have a right to say so, and we have a right to express those views. However, there is a difference of opinion along that line.

Now, in regard to this particular provision regarding the Hollywood studios situation—would you like to see it or would you like to have me read it or would you like to ignore it?

Mr. McCANN. I would like to have you read it into the record.

Mr. KEARNS. How long is it?

Mr. McCANN. I don't think very long.

Mr. MARTIN. It is about three pages.

Mr. McCANN. Three pages of that?

Mr. KEARNS. No.

Mr. McCANN. I thought it was a section.

Mr. KEARNS. Tell us what it is about, without going through all of that.

Mr. MARTIN. I have already told you what it is about.

Mr. McCANN. Will you indicate what section and pages, and so forth, you are referring to, and to what book you are referring?

Mr. MARTIN. The constitution and bylaws of the international alliance, effective June 27, 1946; page 82, subtitle, "Hollywood studios situation."

Mr. McCANN. I think that is enough.

Mr. LEVY. Mr. McCann, the date is wrong, and the analysis which the witness gave is wrong. I would like to have it read so you will know his statement is wrong.

Mr. MARTIN. Which date is wrong?

Mr. McCANN. Would you indicate what date?

Mr. LEVY. Let me have the book.

Mr. MARTIN. I read "Effective date July 27, 1946." Is that date wrong? I am reading the cover sheet, so it can be identified.

Mr. LEVY. You said June 1946, didn't you?

Mr. MARTIN. Did I say "June?" I meant July; July 27, 1946, purely for the means of identification; it is on the cover.

Mr. LEVY. I think the whole statement, if you want to get the facts—

Mr. McCANN. We will give you a chance to correct the record when you testify. We don't want to encumber the record by argument.

Mr. MARTIN. I wanted to read it in so it wouldn't be a matter of statement of opinion on either side. It became impossible at this time in this situation not to take sides, because either you went through the picket line and helped break strike, or you stayed out and helped other people. Our people by this time were being—were fed up.

Mr. KEARNS. What do you mean, "stayed out and helped other people?"

Mr. MARTIN. If you respected the picket line you were considered as being on the side of the CSU. If you stayed in, you were considered as being on the side of the IATSE. So you had a choice to make. There was no such thing as being a neutral, in our opinion, in this particular situation. For one thing, in our particular craft, the laboratory technicians, it is very necessary that the machinists continue maintain the machines. The machinists were out. It was inevitable our people would be asked to take the jobs of the machinists, and leave them keeping their machines operating.

Mr. McCANN. What were the duties of your group? What did your group do?

Mr. MARTIN. Our group processes all of the motion-picture films shot and projected in the theaters. Also, the still pictures that are taken.

As an example, for example, we develop all the negative film, a process which, by statistics with the motion picture industry, people are employed in a laboratory in lesser jobs for an average of 8 years, anywhere from 5 to 8 years, before being placed on the responsible position of, let us say, negative processor.

Mr. McCANN. How many men in your union?

Mr. MARTIN. Approximately 1,800.

Mr. McCANN. Now proceed with your story. You mean in this local, there are 1,800 in the local?

Mr. MARTIN. That is right.

Mr. McCANN. Fine. Go ahead.

Mr. MARTIN. A membership meeting was called and action taken on October 13. We had a very large membership meeting. As a matter of fact, we rented the Hollywood Legion Stadium for the meeting, to be sure we would have enough room, wherein we discussed the situation.

Mr. KEARNS. How many attended, may I ask?

Mr. MARTIN. There was well over 1,000 people there.

Mr. KEARNS. All right.

Mr. MARTIN. Wherein they discussed the current situation. A motion came from the floor that 683 should respect the picket line, and it was put on this basis: that our people had gone through the 1945 situation. Here was another one, and there was no indication that there wouldn't be many more to come.

They didn't want to have the studio situation disrupted because it eventually reacted upon them. Therefore, the action was taken on the basis that if enough support could at least be given to hamper studio operations, at least, somebody would sit down and work out a proposition for settling jurisdictional disputes.

That was their reason for going out. And it was so stated in the motion. Their purpose was not to directly assist the CSU nor was their purpose based upon the—against the IATSE. It was clearly a matter of forcing somebody to set up jurisdictional arbitration machinery, so we wouldn't have these disputes.

Now, on October 15 the IATSE declared our action as outlawed. They issued an emergency declaration wherein they stated that they should take over the local, the operations and so forth, of which we refused to give up the local offices to them, and refused to give up the books and papers on the grounds the membership had voted for the particular action.

Shortly after that, the IATSE, Mr. Brewer, established another 683 local, which, for convenience and reference, we usually call 683½, to distinguish it from the original 683.

The members of 683 were notified they had to take out cards in 683½. In the meantime we had been in negotiations. The last offer from the producers, although it was very good as a contract, there were still some points the membership wanted to iron out. They had rejected that last contract. The contract they had rejected, with the exception of minor changes, was then signed by Mr. Brewer in the name of the film technicians, without membership vote.

Also, in the establishment of 683½, the officers, the business agent, and so forth, were appointed by Mr. Brewer, without membership approval and without election. So far as I know, they have held no membership meetings since its establishment.

Mr. McCANN. How many members do they have?

Mr. MARTIN. I don't know, because we have a number of our people who went back; although they wanted to stay out, they couldn't stand the economic pressure. You see, film technicians' work is highly specialized. There is no place else they can work, except under the jurisdiction of the IATSE. The only place in Los Angeles specifically is in the motion picture industry. There is nothing else they can do. Some of these people have spent as long as 20 years or more in the industry.

Mr. McCANN. How long have you been in the industry?

Mr. MARTIN. I first entered the industry in 1929.

Mr. KEARNS. I understand it is a rather established fact that your organization has been highly technical in regard to your contracts with the producers. I say that in view of the fact you say you have no other place to work, you are dependent upon the operations of the studios in order to have jobs.

Mr. MARTIN. Do I understand that we are highly technical in relation to, let's say, contract negotiations?

Mr. KEARNS. Yes; in negotiations. You mentioned here that there were a few points and a few points there.

Mr. MARTIN. All right. As far as being highly technical in negotiations—and this is directly tied up with this situation—it is a very peculiar thing in the motion-picture industry, where you have received testimony that the wages are the highest and the conditions are better than anywhere, as to why they should have so much labor trouble.

It isn't because they have many unions involved, because other industries have many unions involved.

Mr. KEARNS. They have more involved than any other industry.

Mr. MARTIN. That may be true. I heard someone mention about 20 unions in some industry.

Mr. KEARNS. In some there are 40.

Mr. MARTIN. With 40 there is a great deal of interlacing of them.

Mr. KEARNS. Yes.

Mr. MARTIN. Regardless of the numbers, a few more shouldn't make a difference. In my opinion, the producers lost sight of the very basic facts in labor relations. They are so used to signing people up to contracts and doing things on a contract basis when they want something, they establish a price and they sign the contract, and that is it.

That is the way they conduct their labor relations. It is a matter of contract to a great extent. They sit down in negotiations. They get very technical and beat the ears down off the labor leaders, which is their right in negotiations.

Then when they come out with a contract, that is it. You signed it. If you go into a studio and try to correct a situation, from a humane standpoint or good labor-relations standpoint, the first thing they do is whip out that contract and say, "Where in the contract do you get that?" That ends it, with the exception of a few isolated cases.

Mr. KEARNS. Labor never said that to industry, did they?

Mr. MARTIN. I am not saying this is entirely the employers' fault. Unions are also at fault in that regard. Certainly, we have gone beyond the contracts with the producers on occasions.

Mr. KEARNS. Beyond demands?

Mr. MARTIN. Beyond a signed contract we had, in order to help out a particular situation. I am speaking solely from the standpoint—

Mr. KEARNS. Of your union.

Mr. MARTIN. Yes. And when trying to search for a reason for some of this labor difficulty, labor dispute. I think that you heard a remark from one of the employer representatives that—something to the effect that when they were getting along on certain things, then the lawyers came into it, and what would happen, we would reach an agreement on something and then, by the time it was reduced to writing and probably gone through the various attorney firms that are employed, there are all sorts of little loopholes or covering clauses, and as a result you come out with something similar to, let's say, the arbitration clause, the directive, and so forth, that anybody can interpret any way they want to.

I may be technical. If I am technical, it is to offset some of the technicalities that are thrown at me.

Mr. McCANN. How many members are left in the union, in the one you purport to represent at this time, who have not gone back to work?

Mr. MARTIN. All I can do is give you a rough figure on that. Between, I would say, 800 and 900, to be conservative. The reason I can't give you a definite figure is that these people have had to go out to work, you see, and they can only take these jobs that pay about \$1 an hour or so, because they haven't developed other skills. As a result, they work hard and we don't see them, except occasionally.

Mr. McCANN. What is the minimum the members got in the studios, and the maximum they got?

Mr. MARTIN. Well, before—

Mr. KEARNS. At the strike time. We don't need the whole history of it.

Mr. MARTIN. We were in the midst of negotiations where we had gotten up to that point, and we had gotten considerable increase, up to the point where we respected the picket lines. The agreed wage scale, as to that period, at that time, in the negotiations, was, the nega-

tive developer I spoke about earlier got around \$1.95 an hour. Previous to that they received \$1.26 an hour.

Mr. McCANN. What was the maximum that was received by any member of your group?

Mr. MARTIN. That is the—about the maximum on the hourly workers is around, at that time was around \$2.05 or \$2.10. The wages go up higher by the week for foremen, various foreman classifications, and so on.

Mr. McCANN. Do you know what the tops and bottoms were for the foremen?

Mr. MARTIN. They vary. I don't have those figures offhand. For some reason, after that negotiation was completed, there was another cost-of-living increase given to them on top of that.

Mr. McCANN. We want to get some idea of what basis—

Mr. MARTIN. About \$175 would be around the top per week.

Mr. McCANN. Try to shorten it up for us, and tell us what the facts are with respect to your group.

Mr. MARTIN. I said the contract was signed by Mr. Brewer, and then the—shortly after that, notices began to be sent out to various firms who were not concerned with the controversy with the majors, such as Williams Film, National Screen, Walt Disney, Monogram, Goldwyn, wherein they were notified by Mr. Brewer that they would—that their employees who had not gone out, because there was no picket lines, would have to join 683½. Otherwise, they would have to be replaced or discharged.

In all of those cases that came about where we had people discharged because they refused to give up their 683 card and take out a card in 683½, even though we had signed contracts with those particular employers, of which the International Alliance was not a signed party.

Now, one of the things that bothers us in particular about this particular situation is the matter of permit people. We feel that there are certain protections under the law, that regardless of how this particular situation comes out, that the members of the—members or former members of the IATSE will have certain rights. However, the permit people have been told by agents of Mr. Brewer they might as well forget about the industry and look for work somewhere else, they will never get back in the industry, no matter what happens. These are people that have worked a year and a half or 2 years in the industry.

It brings out a point we think this committee should consider. A lot has been said about a man's right to go to work, even though there is a picket line. I think something should be said for a man's right to refuse to work. Certainly, that is more basic in this country, a man's right to choose his employer and choose his employment.

Mr. KEARNS. Nobody has to work that doesn't want to.

Mr. MARTIN. Well, that depends. If a man wishes to, for example, the way it is stated now, if a man wishes to resign forever from a job he has held for 20 years, he is privileged to do that and starve, if he wishes.

It seems to me it is not enough to shrug it off and say, "If a man wishes to resign and starve," that is enough. I think it is a man's right, if he wishes to quit an employer in a situation of a labor dispute, I think his right should be protected, just the same as a man's right being protected otherwise.

That is about all. Do you have any questions?

Mr. LUDDY. No questions.

Mr. McCANN. No questions.

Mr. KEARNS. What did you say your title was, again?

Mr. MARTIN. Well, I forgot to explain that. I meant to. I am the elected business agent of local 683. The president, Russell McKnight; secretary-treasurer, Norvel Crutcher; and myself were brought up on charges by the International Alliance and expelled not too long ago.

Mr. KEARNS. Are you paid for this position?

Mr. MARTIN. I haven't been paid recently, because this labor situation came up. I was paid; yes, sir.

Mr. KEARNS. You didn't work in the studio then?

Mr. MARTIN. Not after I became business agent, no, sir; previous to that—

Mr. KEARNS. Was it more profitable to be a business agent than it was to work in the studio?

Mr. MARTIN. That all depends on how you look at it. I am beginning to think it wasn't more profitable. It would have been more profitable to stay in the laboratory, from a money standpoint, I suppose. It is just about equal. But I don't regret it.

Mr. KEARNS. You no doubt have a good union. I think probably your philosophy is a little irregular. That is all.

Mr. MARTIN. I wish you would put that in the form of a question.

Mr. McCANN. Just a second. A question by Mr. Levy.

Beginning around 1945, and at any time thereafter, did you have meetings with William S. Magginetti and Irwin P. Henschel in rank-and-file conferences of the committee of the IATSE men?

Mr. MARTIN. As a matter of fact, I served as defense counsel for some of those people for two reasons: One, because I thought they needed some protection. Apparently, I wasn't able to give them very much. And secondly, because I objected to the trial procedure wherein the trial board, three-man trial board, was appointed by international officers and the charges filed by the international officers.

Mr. LEVY. That is not an answer to the question.

Mr. McCANN. Just a minute, now. I am going to read this once more. I am going to ask you if you can answer this directly.

Beginning around 1945, and at any time thereafter, did you have meetings with William S. Magginetti and Irwin P. Henschel in rank-and file conferences of the committee of IATSE men?

Mr. MARTIN. I don't recall any such meetings. The only one I clearly recall was the start of the charges, the start of the trial, whenever that started.

Mr. McCANN. I have two other questions, or some more questions. Questions by Mr. Luddy.

I show you copy of a complaint in the Superior Court of the State of California, Los Angeles County, and ask you if you and your fellow former officers of local No. 683 are defendants therein.

Mr. MARTIN. That is right.

Mr. McCANN. Is that action still pending?

Mr. MARTIN. That is right.

Mr. McCANN. You said if you went through the picket line you were considered on the side of the IA, and if you respected the picket

line you were considered on the side of the CSU. Your local was a member of the IA, was it not?

Mr. MARTIN. That is right.

Mr. McCANN. By the vote taken to respect the picket line by your local, you therefore took the side of the CSU against the side of your own labor organization, the IA, did you not?

Mr. MARTIN. Not in our opinion, no.

Mr. McCANN. Did you not notify members of 683 that if they returned to work they would be expelled from No. 683?

Mr. MARTIN. That is right.

Mr. McCANN. The permittees to whom you refer are the persons to whom your organization issued permits before Brewer had anything to do with local No. 683?

Mr. MARTIN. That isn't true.

Mr. McCANN. That is all, Mr. Chairman.

Mr. LUDDY. Just one more question.

Mr. McCANN. If you have another question, fine. I thought you were through.

Had not your local issued permits to several hundred persons prior to the time of the declaration of emergency in local No. 683 by the international officers of the IA?

Mr. MARTIN. That is true.

Mr. McCANN. That is all.

Mr. Chairman, we would like to have received in evidence, for reference purposes only, the petition or the complaint, No. 629611, an action brought in the Superior Court of the County of Los Angeles, complaint filed in the office of the clerk of said county.

(The petition referred to will be found in the files of the committee.)

Mr. ESTERMAN. Mr. Chairman, if I may ask, is there some disposition being made with the intermediate report with respect to this record?

Mr. McCANN. Nothing. It was passed over to me to look at. I think it might be a good idea to receive this intermediate report in Case No. 21-C-2735 for reference purposes.

Mr. KEARNS. Reference purposes only.

(The report referred to will be found in the files of the committee.)

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. STEHR. I do.

TESTIMONY OF J. R. STEHR, FORMER BUSINESS AGENT, CINEMA LODGE 1185, IAM, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address and your telephone number.

Mr. STEHR. J. R. Stehr. 1417 Maltman Avenue, Los Angeles 26, Calif. Morningside 1-7450.

Mr. McCANN. What is your business or occupation?

Mr. STEHR. Well, at the present time I am temporarily retired, I guess.

Mr. McCANN. When did you join, or when did you arrive at that condition?

Mr. STEHR. Well, due to an election in the year of 1946 between 1185—that 1185 had, I was defeated. I haven't worked since.

Mr. McCANN. You were business agent for what in 1946?

Mr. STEHR. For Cinema Lodge 1185 of Hollywood, the I. A. of M.

Mr. McCANN. You are not identified with the IA any more?

Mr. LUDDY. I. A. of M.

Mr. STEHR. I. A. of M. I am still a member.

Mr. McCANN. You were until that time the business agent?

Mr. STEHR. That is right.

Mr. McCANN. Who defeated you?

Mr. STEHR. Carl Rex.

Mr. McCANN. Did you go back to work as a machinist after you were defeated?

Mr. STEHR. No, I haven't worked since January 18, 1947.

Mr. McCANN. Because of the fact there is a strike or lock-out going on and you can't work?

Mr. STEHR. That is right.

Mr. McCANN. Where did you work before you became representative of the union?

Mr. STEHR. I worked for Paramount studio. I believe I went to work in 1931 or 1932; I am not sure.

Mr. McCANN. How long did you work for them?

Mr. STEHR. I worked for them from that time up to December of 1945.

Mr. McCANN. Now, is there anything you can contribute to this picture? I don't want to hear any testimony unless it bears on this picture out here and the fight between the IA and the Conference of Studio Unions.

Mr. STEHR. Well, I can give you a very brief and short report, in that when I took office, the year of 1946, January, I received a letter—I don't remember whether it was from the Producers—I believe it was from the Producers. I don't remember who sent the letter. In effect, they were going to put the 1945 award in operation.

At that time I thought, "Well, our difficulties, if they follow the award, will probably be over."

But after that was put in operation it appears that they made unilateral interpretations of the directive and they began to discriminate against 1185, I. A. of M. machinists. First, in this manner: We have always serviced the projection machines through the lots, various parts of the lot, whether it was small theaters, scoring rooms, or wherever they happened to be.

The order came out that our people were no longer to go into these booths and service projection machines. So I immediately registered the protests and went around to these various studios where they were putting that in operation, and there was nothing that I could do about it at the time, in that our status with the AFL was in question and apparently they started to move in on us.

Mr. McCANN. Who started to move in on you?

Mr. STEHR. The LATSE.

Mr. McCANN. All right. Go ahead.

Mr. STEHR. So that went along for a while, and then I think the Central Labor Council issued an edict that after a certain time the AFL unions would hereafter have to refuse to work with the ma-

chinists. And I think the producers were notified to that effect by a delegation from the Central Labor Council.

Mr. McCANN. Central Labor Council, now is an organization of certain AFL unions in the county, is it?

Mr. STEHR. Yes.

Mr. McCANN. That is independent and entirely apart from the Council of Studio Unions?

Mr. STEHR. That is right.

Mr. McCANN. You say that the directive came from the Central Labor Council to the studios?

Mr. STEHR. Yes.

Mr. McCANN. They were after that to employ only those affiliated with the AFL?

Mr. STEHR. That is right.

Mr. McCANN. Whose business was it in the Central Labor Council to issue a directive to the studios?

Mr. STEHR. That I don't know, sir.

Mr. McCANN. Do you have a record of that notice they sent to the studios?

Mr. STEHR. No, I do not.

Mr. PRICE. I think it is in evidence.

Mr. McCANN. You think it is in evidence?

Mr. PRICE. Either in evidence or testified to.

Mr. CASEY. Testified to.

Mr. PRICE. Testified to, I am sure. I think it is in evidence.

Mr. McCANN. If it isn't in evidence, I would like to put that directive in.

Mr. PRICE. I am sure it is there.

Mr. McCANN. Fine. Proceed, sir.

Mr. STEHR. Things kept getting worse for the machinists, I am speaking of. The teamsters started to move in—not all studios, but different studios. They were just reversing the procedure. In a way of explanation, our people, our auto mechanics, would work on a piece of rolling equipment, and the teamsters, or the chauffeur would come up and probably see 1185 machinists working on that piece of equipment, and he would refuse to drive it because 1185 men worked on it, and it resulted that our people were fired because the teamsters refused to drive it.

Mr. McCANN. That matter has already gone to the National Labor Relations Board and has been adjudicated?

Mr. STEHR. That is right.

Mr. McCANN. Is there anything else you can tell us? We have that before us.

Mr. STEHR. Yes. There isn't much more I can say, except our people in one particular studio were called individually in by Shiffman, and a man by the name of Lynch, a former member of 1185, who was expelled, and the assistant foreman of that shop, called in the members of 1185 individually and interrogated them to the effect they were taking over and that they were going to give them an opportunity to join this particular federal local. Of course, they refused.

I went out immediately the following day and protested to Mr. Sax, or Mr. Klein, rather, first. He seemed to evade me, and he thought that this was a problem Mr. Sax or the studio manager had better

handle. He called Mr. Sax and the studio manager, and they immediately came to the shop in an automobile.

I told them that I thought it was very unfair that my people were called in the office by a company foreman and using the office space of the employer to intimidate my people.

He says, "Well, there is no—we don't want any disturbance. We just better—everything will be all right."

And Mr. Wright patted me on the shoulder and says, "It will all be straightened out."

So I left and the thing has just been constantly developing up to the point of where you have testimony in the record as to what happened to that date.

That is about all I have to say.

Mr. PRICE. For the record, Mr. McCann, if that letter is not directly in evidence, I think it is a copy of it that appears at page 17 of the National Labor Relations Board's report that has just been introduced.

Mr. McCANN. That is fine.

Mr. Chairman, I suggest we terminate this phase of the testimony, from the standpoint of Mr. Sorrell's, at noon today, and proceed with the next phase. We can't continue to hear individuals indefinitely.

Mr. KEARNS. Mr. Sorrell personally will have some time.

Mr. McCANN. Yes.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give is the truth, the whole truth, and nothing but the truth, so help you God?

Mr. GRAHAM. I do.

TESTIMONY OF LEONARD T. GRAHAM, BUSINESS AGENT, SHEET METAL WORKERS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and address and your telephone number.

Mr. GRAHAM. Leonard T. Graham, 2727 Reynier Avenue, Los Angeles 34. Ardmore 8-2589.

Mr. McCANN. Are you employed in one of the studios now?

Mr. GRAHAM. No, sir.

Mr. McCANN. When did you cease to be an employee in the studios?

Mr. GRAHAM. Never worked in the studios.

Mr. McCANN. What is your job?

Mr. GRAHAM. I am financial secretary and business agent of the sheet metal workers in Los Angeles.

Mr. McCANN. Were any of the sheet-metal workers employed in the studios?

Mr. GRAHAM. They were.

Mr. McCANN. When did they go out?

Mr. GRAHAM. The first strike of 1945.

Mr. McCANN. Did they go back in 1946?

Mr. GRAHAM. No. They did after the strike was settled.

Mr. McCANN. Did they go out again in September of 1946?

Mr. GRAHAM. That is correct.

Mr. McCANN. How many men of the sheet metal men do the major studios employ?

Mr. GRAHAM. About 60, in the neighborhood of 60.

Mr. McCANN. How many have you lost as a result of the present strike?

Mr. GRAHAM. We haven't lost any due to the strike.

Mr. McCANN. Your 60 men are still out?

Mr. GRAHAM. We lost our men in 1937 or 1938.

Mr. McCANN. We can't go back into 1937 or 1938, sir. Of the 60 men you say went out in September 1946, have they remained loyal to your union?

Mr. GRAHAM. That is correct.

Mr. McCANN. Are they still on strike?

Mr. GRAHAM. That is correct.

Mr. McCANN. Can you give us any story in regard to any friction that has arisen between the unions out there, as it affects your union?

Mr. GRAHAM. Yes, sir.

Mr. McCANN. Of your personal knowledge?

Mr. GRAHAM. Yes.

Mr. McCANN. Proceed.

Mr. GRAHAM. I would have to go back to 1937.

Mr. McCANN. If you have to go back to 1937, you are 10 years too early.

Mr. GRAHAM. Then I can't help you.

Mr. McCANN. We have listened to so much testimony, Mr. Chairman, it seems to me that is immaterial.

Mr. GRAHAM. I can't give you any information then.

Mr. McCANN. If they can't deal from 1945 up, I don't think we want to listen to them.

Mr. ESTERMAN. Mr. Chairman, this gentleman has been called and I apprehend what he wants to do is lead into the present story by making some reference to 1937 or 1938. I think he could be made to understand if he confines himself to a lead and brings his story to a head, he can tell his story. He is here in good faith and I think he should be given an opportunity to do so.

Mr. KEARNS. How long will it take for you?

Mr. GRAHAM. Five minutes.

Mr. KEARNS. I will give you 5 minutes.

Mr. GRAHAM. In 1938 we were pretty low in membership. The studios were not organized. To get some take-home pay I had to organize the studios. We took in about 50 or 60 men.

In about 1937, 1938 I believe the man's name was Williams and the local union was 37 of the IATSE, 37 or 40. I didn't bring along the proper notes because I didn't know I was going to show up until 4:30 last night.

In 1937-38 this Mr. Williams told the sheet-metal workers to get in the IATSE or get out of the studios. We lost 50 or 60 men. That is what I wanted to bring to your attention. That is about the end of it. We have a motion on our minute books not to go through any picket line. We just received a letter now from our international organizer to go through the picket line, take those men for \$25 initiation, and the men still refused to go through the picket line. There are about 11 out on strike. The rest have gone to work in the building construction trades.

Mr. KEARNS. If the picket lines weren't there they would go to work?

Mr. GRAHAM. That is correct.

Mr. McCANN. Any questions?

Mr. LUDDY. None.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. ANISMAN. I do.

**TESTIMONY OF BEN ANISMAN, FORMER SHEET-METAL WORKER,
UNIVERSAL PICTURE CO., LOS ANGELES, CALIF.**

Mr. McCANN. Please state your name and your address and your telephone number.

Mr. ANISMAN. Ben Anisman. 4282 Rosilyn Drive, Los Angeles 33. Telephone: Angelus 1-1920.

Mr. McCANN. What is your business or occupation, sir?

Mr. ANISMAN. Sheet-metal worker.

Mr. McCANN. Are you employed at this time?

Mr. ANISMAN. No, sir.

Mr. McCANN. Where were you last employed?

Mr. ANISMAN. Universal Picture Co.

Mr. McCANN. When were you last employed?

Mr. ANISMAN. Prior to the lockout of 1946?

Mr. McCANN. Tell us how you happened to be deprived of your employment at that time.

Mr. ANISMAN. Well, we simply, as Mr. Graham stated, our local union does not permit anybody to go through a picket line. Of course, it is the understanding of the members we do not go through a picket line.

Mr. McCANN. You have been unemployed since that time?

Mr. ANISMAN. I have.

Mr. McCANN. How long did you work for Universal?

Mr. ANISMAN. Since June 1942.

Mr. McCANN. Were you constantly employed there?

Mr. ANISMAN. I was.

Mr. McCANN. Any questions?

Mr. LUDDY. No.

Mr. KEARNS. Do you have anything to say?

Mr. ANISMAN. Mr. Chairman, I would like to explain there was a lot of hot sets mentioned here. I will inject here that the IATSE caused—for illustration, when a set is built and it has a fireplace they usually burn gas, they usually burn gas in there. We were always to put a hood and a pipe to bring it up above, to protect IATSE men, lamp operators working on the swings or scaffolding, rather, about 12 or 14 feet above the floor of the stage.

Mr. KEARNS. How do you mean, to protect them?

Mr. ANISMAN. From the fumes. We carry that above them. During the period when Mr. Casey was supposed to be the operator for the 30 days the steward of local 44 of the IATSE came into the shop there with three of us there and informed us that, to use his term, "We have decided you keep on making these, but you can't erect them."

I asked the man who he meant by "we."

He said, "Local 44."

It so happened that afternoon there was two or three fireplaces to be fixed. Either Mr. Hill that testified here or Mr. DeLuca, come into the shop and informed us it had to be done.

I told the foreman what the steward for the IATSE told us. He immediately took it up with Mr. McCausland, and Mr. McCausland told him, "You have your men do just as they have been doing."

So we went on the stage and erected those fireplaces. I want to explain this fireplace has nothing to do with taking a picture. It is behind the scene. It is nothing more than protection for the man above or even below not to consume the fumes that is caused by gas, or sometimes they burn coal in there.

We went out, as I stated, and we erected these. Then I learned the set was declared hot by local 44 for 2 days while this steward informed us that—I referred to him, I said, "How about referring that to Mr. Casey?"

Am I permitted to quote the exact words?

Mr. KEARNS. Surely.

Mr. ANISMAN. The man told me, "To hell with that Casey." He says, "We are doing it." And I hear nothing about it.

The next was another fireplace, and the superintendent of construction for Universal, he was fired afterward, sent a man in to—we went on the stage to put that hood and pipe up. He come in and told us to stop the work. And I told him my foreman sent me there to take it on. I went back to the shop to not cause any trouble, and we never heard of it. To my knowledge there was never any construction put up to protect these men from the gas fumes.

Mr. KEARNS. How long have you been out of employment?

Mr. ANISMAN. Since 1942.

Mr. KEARNS. 1942?

Mr. ANISMAN. I mean 1946, when the carpenters put a picket line on; we didn't go through the picket line.

Mr. KEARNS. All right.

Mr. McCANN. Mr. Chairman, I don't think we had better start with Mr. Sorrell before noon.

Mr. KEARNS. We will stand adjourned until 2 o'clock.

(At 11:45 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order, please.

I want to correct an impression that might have been formed this morning. I think when Mr. Martin was on the stand I mentioned something about his philosophy. I wasn't referring to him personally. I was referring to the technique of the approach to bargaining that his union might have. I want to correct that in case the press misunderstood my statement.

TESTIMONY OF HERBERT K. SORRELL—Recalled

Mr. McCANN. Mr. Chairman, I have a letter I think Mr. Sorrell may be interested in answering. I want to read it in the record. Mr. Green is particularly interested in my affairs now, so I thought I would be interested in some of his.

This is a letter furnished to me by one of the Brotherhood of Carpenters and Joiners of America. I am going to leave the name out. It is dated July 23, 1945:

DEAR SIR AND BROTHER: In making reply to the letter which you sent me a short time ago, permit me to state that I, along with you, feel deeply concerned over the strike situation at Hollywood. It is most reprehensible that men should be called upon to strike, to sacrifice and to suffer because of a dispute as to what union a few men should belong to. This strike, like many uncalled-for strikes such as this one, developed complexing situations and increasing difficulties.

I have done everything I could to bring about a settlement of the difficulties and a termination of the strike. I interested myself in the trouble which caused the strike a long time before the strike occurred. I held conferences with President Lindelof and President Walsh and their associates, urging that a settlement of the trouble be worked out. I offered practical suggestions and appealed to them as a final step to submit the matter to arbitration for settlement. I suggested that some capable representative of the American Federation of Labor serve as arbitrator. My recommendations and suggestions were rejected. Then, when the strike occurred, as you know I called upon Mr. Sorrell to terminate the strike and take up the questions in dispute with the agencies provided for the settlement of disputes. He sent me an insulting telegram refusing to comply with my request.

You state that in your opinion all crafts are disgusted with the whole situation and would like to go back to work but are threatened with loss of their union cards and heavy fines. This is indeed regrettable. However, I repeat I have done everything possible to bring about an adjustment of the dispute and a termination of the strike.

Fraternally yours,

(S) WM. GREEN,
President,
American Federation of Labor.

I think in reading this letter—

Mr. KEARNS. Who is it addressed to?

Mr. McCANN. I stated I would rather leave out the name.

I thought you would like to have that read, Mr. Sorrell, before we get started with you.

Mr. SORRELL. That is O. K. Thanks.

Mr. McCANN. Mr. Sorrell, I believe you have already been sworn?

Mr. SORRELL. That is correct.

Mr. McCANN. I believe that you have given your address, have you not?

Mr. SORRELL. That is right.

Mr. McCANN. And your telephone number. And you are the business agent of the painters and you are the president, I believe, of the Conference of Studio Unions?

Mr. SORRELL. That is right.

Mr. McCANN. Mr. Sorrell, we are going to cut you loose. There are just two admonitions. We don't want any testimony dealing with the early years of trouble that are going to bring in personalities. We have tried to leave that out. We would like to have you confine yourself to 1945 and 1946.

As the chairman said, we want to avoid any language that would be regarded by anybody as being abusive.

Mr. SORRELL. Now, Mr. McCann, I have taken a few notes here and in summing up I am going to have to start out by mentioning some things that happened prior to 1945.

Mr. McCANN. If you will be very brief with it.

Mr. SORRELL. I will be as brief as possible. As to language, I stand to be corrected if I don't use the right kind of language, because my English isn't very good.

Mr. McCANN. Mr. Sorrell, we are not interested in the English you use. I think you are perfectly capable of using language which can be understood.

Mr. SORRELL. Yes; but sometimes —

Mr. McCANN. What we are interested in is that yesterday twice the word "seab" was used. The chairman has advised everybody that it is not to be used. We want you to talk about this thing as the IATSE or the Conference of Studio Unions and let's keep it on the level of reasonable courtesy. That is all. The facts you can make as strong as you can.

Mr. SORRELL. I assure you I will try to keep it that way, but in order to make it emphatic sometimes I use words that are not bad to me but may sound bad to you. You just stop me in case I do that. I will not try to, you know. Then you turn me loose?

Mr. McCANN. Yes.

Mr. SORRELL. Now, when this committee first came here I was under great suspicion of the committee. I came in here with a feeling that as usual I would be taken advantage of. I had lots of stories told to me about the committee, and so forth.

I want to say now up to the present time I think this committee has been very, very fair. I am a Democrat. I know that Mr. Kearns is a Republican. I also know Dean Wayne Morse from Oregon, who is a Senator and a great guy, I think, when it comes to labor relations.

I admire the fellow and I think management does, too. I think that he has done a wonderful job and I don't know why you don't get him in on these things, so you don't make these mistakes like the Taft-Hartley Act.

Mr. McCANN. Mr. Chairman, may I make just one comment there? And I think this is appropriate at this time. As I said this morning, when a man starts his testimony by saying he does not approve of the Taft-Hartley law, I commented on the fact they are willing to be served by Mr. Taft and Mr. Hartley.

It is the Hartley committee that is trying to solve your problems under House Resolution 111. It is the Taft-Hartley group who are trying to make an over-all study of the problems in this country, so we may do things to help protect the people of the United States and the unfortunate labor people who are suffering from unwise labor management. You may proceed again.

Mr. SORRELL. I understand that you did a job, but I appreciate the fact you got a committee investigating so you can correct your mistakes and come out with something that will be progressive, that will be good for the working man.

Now, I am going to receive a lot of criticism from some AFL people, but I always received that criticism, anyhow, because I am told I am not an American. I was born here, raised here. I never was out of the country, except into Canada or Mexico. I am told I am subversive, and so forth. I am told I am trying to wreck the AFL. I belong to it, most ever since I was 12 years old.

I have tried to do a job and I advise my people, when they talk about other organizations, that it is better to stay in the organization you got

and find fault if it is wrong and correct those faults, as you go along, than to get into something you don't know anything about and be subject to things you don't understand.

I think that although I probably am going to make some enemies of some of the representatives of the AFL on the things I stand for here, I am doing it for the benefit of the American workingman and the AFL itself.

Now, I come to work in the motion-picture industry in September 1923 at Universal Studios. I worked there, and I demanded a little bit more than the scale, because I thought that I was a pretty thorough mechanic and I convinced the boss there that I was, and he should pay me a little more because there wasn't any union representation at that time.

I had been a painter before that. I had been a contractor before that. I had hired several hundred men before that. I knew both sides of the fence.

So naturally, as a rugged individualist, I got a little bit more money. I worked there until 1926 when I was fired because we organized the present union that I represent in 1925. And in 1926 they asked those of us if we had union cards and if we showed them, we were fired. If we didn't show them, we were allowed to stay there.

I am sorry, but I am very blunt. If I got a card and you ask me, I will show it to you.

I went to other studios and organized more people, until I was finally barred from the industry. So there is a little background there.

Now, the IATSE had a strike in 1933 and I was working in the studios, and I was an ambitious man and I was union-minded. The boys told me that, "We don't have to put on any picket lines. We don't have to bother with picket lines. We go home for a week, we go fishing" and so forth. "If the producers don't capitulate, we will pull out the projectionists all over the country. We will win."

They went out, but the projectionists weren't pulled out. There was some discussion then about—well, the proper authority wasn't had from the top IATSE officials, probably the president at that time, or somebody like that.

So I talked to the business agent, and I can't think of his name right now, but it will come to me a little later, who is now an attorney, I believe, down at the harbor. He assured me that the thing was all fixed, but it didn't work. That was in 1933.

In 1935—

Mr. McCANN. Just a minute there. Did the carpenters go out with the IATSE in 1933?

Mr. SORRELL. No. Just the IATSE went out. I don't know anything about that. I wouldn't attempt to go in and describe whether the strike was just or wasn't; or what it was about. I don't know anything about that, except that I thought that picket lines should be established, but they told me it wasn't necessary.

Mr. McCANN. No picket line was established?

Mr. SORRELL. No picket line was established.

Mr. McCANN. Proceed.

Mr. SORRELL. That we didn't have to worry, I said, "But I don't want to work in a place on strike."

They said, "That is all right. You don't have to worry, the IATSE International will call out the projectionists all over the United States and we will come back to work." That didn't happen.

The first IATSE—I guess you would call it replacement—was brought in, and naturally I didn't like the fellow. We had a little altercation, I guess you would call it, and they took him out, and I went in, thinking I would be fired. They didn't fire me.

They said, "We know how you feel." And I continued to work. That was at RKO.

Now, in 1935, and I don't know the exact date, but you can get it, there are people here that are implicated, after the IATSE had had no power, and I believe a letter or transcript of Mr. Walsh's testimony said they couldn't even get a laborer on location, they had no power. All of a sudden the Producers' Association signed up with this powerful outfit on the threat of a strike of the projectionists. That is what they told us, and they gave them closed shop. They gave them a raise in wages. They gave them many advantages. And they posted a sign in the studios that said to the people that were working in that jurisdiction, "You either present a paid-up card in the IATSE or you don't report to work."

Now, that is a beautiful way to organize a union. It is a snap. You have the complete cooperation of the employer.

The IATSE has had the complete cooperation of the employer since that time. And still has it.

Now, the rest of us wanted those same concessions, but we had ideas of administering those concessions so that it would be good for us. In other words, the IA at that time—and that doesn't say anything about the present officers; they weren't running it at that time—they would get a 10-percent raise and take in 20 percent more members because of the high hourly wage.

The members would have to have a telephone because maybe they worked for as little as 2 hours in the week. So the hourly wage went up. The annual wage went down. And it caused lots of hardship among people who had worked in the studios under open-shop conditions and antiunion conditions.

It caused a drop in their annual pay. You eat whether you work or not; maybe not quite so much, but you eat. It caused so much trouble that there became a movement to dump the IATSE leadership at that time.

I only mention it because it has been brought up before. In 1939 there was a revolution in the IATSE, and they called on the carpenters and the laborers and the other people to come and help them, and they did.

Now, I was a business representative in 1939, and I should have participated in the help, but the then representative who was appointed by the president was a very bitter personal enemy of mine, as well as being an enemy in other respects. He believed that the workingman was just a pawn, and naturally I sided against the AFL in this to the extent that at first I appeared at their meetings, and so forth. Later I seen it was to be a flop, and they lost the election. But my sympathies were against the then ruling interests in the IATSE.

Now, it has been testified on this stand by Mr. Casey and Mr. Mannix and Mr. Kahane and Mr. Cliff Work that they make the policy here.

That is, they do make certain policy here, and I don't mean to say these fellows didn't tell the truth. They make the immediate policy.

For instance, Mr. Meyer—Fred Meyer—in his statement said that he caused the lay-off at Fox's and took the sole responsibility for it.

Now, Mr. Meyer didn't mean to tell an untruth. He took the responsibility. He told everybody to kick them out, the same as the committee here took the responsibility for what happened in telling the carpenters—in firing the carpenters. But there is an over-all policy, and that policy is in New York.

No matter how you may argue nor no matter what you think, the people who make the local policy will not override the policy made in New York.

Now, at reasonable intervals there has been doubts about things, and immediately some of the top people here go to New York and come back. And immediately you can see whether it has been favorable or not favorable in New York.

There is a conspiracy between the leaders in part of this labor movement with the leaders of industry that has been going on for many years. That is not good, not only for labor, but that is not good for industry, either.

Now, we naturally expect the producer to join with his favorite organization, the kind of an organization that will go out to the meetings, if they have any, and tell the boys that 10 percent for the flat-salary men and 15 percent for the—10 percent for the 40-hour men and 15 percent for the 36-hour men and extend the hours from 36 to 40, which brings it to about 11 percent, is a good deal, and if I was an employer I would back those people, too, rather than back the union that says, "Look, the motion-picture industry by their own advertising and in their own trade papers say they are making 300-percent profit. Why can't we get 50 percent of it?" We advocated 50 percent, and we tried to get it, and we had meetings with the producers, some of them have been testified to here, and in all of our meetings the one thing we wanted was more money and better conditions, as long as they could afford it. We were not out to kill the goose that laid the golden egg, because we are the guys that gets the eggs, but we were out to get as many of them as we could.

Now, as the testimony showed here, as it would appear here, when we pulled the strike on July 2, 1946, the producers said that the only reason we pulled that strike was because of something they had refused to do about the machinists.. That is not right.

I have a few notes here, and I would like to just sum up a little the things that were said at that time, or at the time, I believe, Mr. Kahane testified to this, to show you a few notes that were made, so that you will understand our position.

I met with these producers several times. They herded us around. We would go to meet with them and they would say, "We will deal with you individually, then we will deal with you, we will make a cover sheet, we will get together on that, but we don't want to give any wages until we know the conditions set, because—"

We said, "Give us the wages and we can have time on the conditions," but no; they wanted to get the conditions all set first. It was a stalling tactic.

Then all of a sudden there was put in, I believe, 35 replacement machinists who had worked during the strike, was put to work at the motion picture companies. Now, naturally among a group, and I don't care whether it is a producer group or whether it is a union group, there can't be too much secrecy, and I flatly accused Pat Casey of telling some of the labor relations men that they were going to put these men to work, and Pat never lies, but he won't always answer. So he gave me a lot of double talk, and then I couldn't find him for a couple of days, but he didn't lie to me.

These machinists were put to work. I was astounded that just when it looked like we were going along and we were going to be able to do something for our people, that the producers should violate their word by putting these people to work.

I immediately called a meeting.

Mr. McCANN. Just a minute. May I ask you a question? Did all the major producers put on men at the same time?

Mr. SORRELL. I think the most of the large studios. They do everything together, you understand.

Mr. McCANN. What time was that?

Mr. SORRELL. I can't give you the date.

Mr. McCANN. Was it just before the July 2 strike?

Mr. SORRELL. That was before the July 2 strike.

Mr. McCANN. A week before that strike?

Mr. SORRELL. I think it was in February or March. I can't give you the exact date, but if you want those things I will obtain them for you.

Mr. McCANN. When we get the date I am going to ask the producers to furnish me with the minutes of the week before and the week after that.

Mr. SORRELL. You see, I am not a lawyer and I am a poor file clerk, but I will get you that. My secretary is here. Will you make a note of that and I will get it for the committee.

I immediately called a meeting of the conference and I said, "Look, fellows, it is only 35 men, but there is no use monkeying around. It is 35 today, tomorrow it will be 3,500. Let's just stop right now."

Now, the kind of organization that I represent, I am sorry to say, don't always take my advice. Carl Rex, who testified over here previously, was not the business agent at the time, but a very progressive sort of a fellow, and he made the suggestion that we go along, continue to work and take the thing to the National Labor Relations Board. Well, naturally, I didn't want to put painters and carpenters and other people on the street to protect the machinists who says, "Let's take it to the National Labor Relations Board," so we took it to the—no; we found that we couldn't very well take it to the National Labor Relations Board, that there would be a stalling process, but we could ask the producers to take it to the National Labor Relations Board. We did. Not only that, but I called Eric Johnston. Right here I want to say that if Eric Johnston, in my opinion, was the president in fact as much as he is in fancy, he would be able to straighten this labor situation out. I believe he is a Republican, too.

Because Eric Johnston and I in the 1945 strike had hours and hours and hours of conversation, in which he sold me a bill of goods. He sold me on Eric Johnston. His ideas and my ideas coincide. We know that this industry should have a working force that works, but in the flat spots, not to send them away, but when they become too old to work,

at least give them the same respect you give an old horse, either send the horse out to pasture or shoot him. Well, do the same for the man, either give him something to subsist on or do away with him, and Eric and I had the same ideas on these things, because I would rather make—and I represent the people, because I know, I worked in the studios, and I would rather make a little less money today with more security in the future. I would rather make a little less money per hour but make a little more by the year. Eric Johnston has those same ideas. He hasn't been able to function in this, although I have contacted him several times.

I know that there was meetings in New York on the machinists angle—are you going to put Eric Johnston on the stand?

Mr. KEARNS. I haven't decided yet.

Mr. SORRELL. Well, if you decide to put him on the stand I want you to ask him if he advocated the placing of these replacement machinists in the motion picture industry, point blank. I know what his answer is.

Mr. KEARNS. Just the machinists?

Mr. SORRELL. All of them, but stress the machinists in this case, because I know what Eric Johnston's answer is, and I know that I know that Eric Johnston won't lie to you, he will tell you the truth.

I only give you some of these facts to show you how the policy is made in New York, the over-all policy. By that I mean that these fellows were not lying. They make policy here to a certain extent. They do the same as I do. Sometimes I say, "Look, we should have a meeting Monday night" and I don't go and hire the hall, somebody else does it, and I don't go and get out the cards, someone else does it, and we have an organization and they are a part of that organization, and they are like the people who call and say, "We will have this," then say, "Well, that is the policy," and in their own mind they think that they are creating the policy when they sent out the cards, because actually the people who send out the cards of our union days could actually say, "I called the meeting" and they would be telling the truth.

Now, this caused a lot of trouble in the studios, because there are people who were very happy to be working there then knew that when the first encroachment was made there would be more coming. On the strength of that, our local 644 brought—someone in our local brought in a resolution that we assess the men an extra dollar a week to be put in a defense fund. People don't cough up an extra dollar a week easy. They don't even like to pay the dues. They like to get them down as low as possible, but they knew that trouble was brewing when the producers first put in these replacements.

There was, as has been testified, more machinists hired. We couldn't do any bargaining, because anything that we did they would say that "Well, this is a jurisdictional issue, we don't want any more money, he wants the machinists out." So it tied our hands until the IA and teamsters, who corroborated together, and I want to elaborate on that a little more a little later, began to make certain things hot, because the machinists who had worked on these jobs for years and years and years, somebody up at the top, I mean their international president or somebody along the line, had changed their affiliation or withdrew their affiliation from the American Federation of Labor, and believe me, the guys didn't save any of that per capita tax, they paid

the same just about even if they didn't pay their per capita. So they were out of the AFL, so they all of a sudden became subversive or something and the IATSE wouldn't work with them.

Now, that was a little too much for us to stand, so immediately—I didn't even wait to call the conference together—I notified the painters that so long as the IATSE wouldn't let the IAM machinists work on the technicolor cameras, we would not work on the technicolor sets, we would make them hot, and if they didn't have any sets there wouldn't be any work for anybody.

Now, it is interesting to see how close the producers work with the IATSE. When the IA and the teamsters made this claim, immediately they fired the machinists, and when we made the sets hot, immediately they fired the painters.

Now, of course, the carpenters and the painters have a lot in common, and the carpenters followed us, and they said, "If you don't work on it, we don't work on it, and that is it." So they fired the carpenters and painters, and they fired quite a few.

I went to Pat Casey and I said, "If this is it, this is it, but if you will take that to the National Labor Relations Board in good faith, we will send the men back to work, but if you don't, that's it." He evidently took it up with his committee and so forth and they agreed to take it to the National Labor Relations Board.

Mr. KEARNS. Who was head of the board at that time?

Mr. SORRELL. Stewart Meacham, I believe.

Mr. McCANN. You are speaking of the local man at the head?

Mr. SORRELL. Yes, I am. So all of a sudden we don't have any jurisdictional issues. Now, let's press for immediate wage increases. We need them, we want them. You say why do we want them? Why do we need them? Let me explain.

We had a 6-hour day, and 36-hour week in the studios. We had been working 48 hours and being paid for 54 hours all during the war period. Now, that was perfectly all right, but the boys began to come back: the boys who had worked in there, who had left their jobs; my son, for instance, he was an apprentice painter, and he came back, and there had to be a place made for him, and we figured the best way to make a place for those boys was to go back to the 36-hour week, but we didn't like to take the cut in pay, so if we got a raise in pay to compensate for the difference in hours, everybody would make a living, and why not? The producers were making plenty of profit. They said so in the trade papers.

Now, we were coming to no place very fast, so finally we decided to give the producers an ultimatum. We gave the Motion Picture Producers Association an ultimatum. We gave the independent producers association the ultimatum. There were two of those, the Donald Nelson group and the Chadwick group, and we met at the last minute, and this ultimatum was that if we didn't get a raise, we would strike; and at the last minute we got a meeting, and it is dated now June 29, with the Chadwick group of independent producers, and we made a deal. I have a copy of that contract in my hand. That is the interim agreement.

Mr. McCANN. Let me see that, if you please. Is this a true and correct copy of the agreement that you entered into on June 29, 1946, at Los Angeles, Calif., with the Independent Motion Picture Producers Association?

Mr. SORRELL. It is, and I brought it along. You can have it if you want.

Mr. McCANN. Mr. Reporter, I want this received in evidence as an exhibit and reproduced in the appendix.

(The document referred to will be found as exhibit 16 in the appendix.)

Mr. McCANN. Proceed, sir.

Mr. SORRELL. Now, I might state here that we have always had very cordial relations with the independent producers, because we never went to them to make deals. They always accepted the deals that were made and accepted the terms of the deals that were made by the major motion picture producers.

We simply said, "Here is the contract; will you go along with it?"

And they would say, "Yes."

We did have some trouble about retroactive pay. The producers association was so slow and we would go so far past the date of making our agreement that they would be required to pay retroactive pay that was very hard on the independents, and they had applied for relief from that by saying, "Let's put so much aside for the day until we will have to pay this retroactive pay, so that we can collect it from the individual producers, and we won't have to go back to them for more money."

But they never wanted to put enough aside, so in this case we sat down with Mr. Chatwick and his group and we made this arrangement, that we would take from him a 25 percent increase and certain conditions, and that we would make the major producers pay us as much or more, or he didn't have to put that in effect, because we didn't want to make fish of one and flesh of another, and in one of our dealings, in no place can you find where the conference of studio unions has taken advantage of an independent producer because he is small and could not pay a higher rate or excessive conditions to what the majors did.

That doesn't go for the IATSE. That is the CSU. ~That is our way of doing business.

Mr. KEARNS. You never worked them against one another?

Mr. SORRELL. Never. We made our deals and we drove as hard a deal as we could with the majors, and we asked the independents to pay the same, but never 1 cent more, because we thought that if an independent could not pay that he should not be in business, but he should not pay in excess of what the big fellow could, because after all, he is a little guy trying to get along.

Mr. KEARNS. Didn't you give some consideration to them oftentimes, though, when you didn't the bigger ones?

Mr. SORRELL. I will be honest with you. We didn't give them much consideration. When we got a deal, that was it, and we expected everybody to go along, because, you understand, in labor relations, I have a union that I am elected by. I don't just get hired or appointed. I am elected, and if I have a group of people working that are getting less than another group, they don't like me anymore.

Now, another thing that should be brought out, too—I am trying to give you our picture now as compared to—I am trying to show you what I think is wrong with the present—their troubles here.

I make deals for my union with Pat Casey usually, and sometimes we have a tough time. Eddie Mannix and Pat Casey are two of the

toughest guys I got to deal with, but I would rather have their word when you make a deal than the signature of most people, because in the past they have proven to me that once you get a thorough understanding, that is it, and I try to do likewise to them.

However, when we make a deal, I tell them, "Look, this is a deal and I will guarantee it to this extent, that if the boys don't accept it, they will have to get themselves another boy." Because if I am convinced I have made a deal acceptable to them, I will state to Mannix and Kahane and Cliff Work and Freeman, I tell them, "Now, this is the deal and I feel reasonably sure that I can guarantee it, but I won't sign it until I take it before the meeting and have them pass on it."

Now, my reason for that is that in labor relations it is not just alone going in and getting people money. It means that they participated. I will give you a little instance. We thought after the great trouble that we had, we had a trouble within the motion-picture industry where from midnight Saturday night to midnight Sunday night was time and a half, and after midnight Sunday night you could work for straight time.

Our boys would take Sunday off and have a good time and get a call about 10 o'clock at night, when we were getting ready to go to bed, to come in immediately. They would get in at midnight and they would work through those hours when they should be sleeping, and the work would not be satisfactory, it was not satisfactory to anyone. A man's ability is not so good in those hours, and he would be upset for the whole week, he didn't make anything by it, because he lost the daylight work hours and he was just upset, and so they made an agreement by which overtime would run from midnight Saturday night until the starting shift Monday morning. Now, I took a little time to write it up and Pat said, "That is pretty clear; I will send out the memorandum in your language," and I felt very proud of myself, but I said, "Don't do it until I call the meeting."

I called the meeting. Then I signed it and he sent it out.

Now, it worked all right until a holiday came along, and holidays was not mentioned. So the producers called in about 150 of our men at midnight on the holiday and worked them, and they only got straight time for it. Immediately I began to get calls, so by the time we had a meeting I was prepared for it. I got up at the meeting and naturally when the question came up, "Why did I only get straight time?" I said, "Look, gentlemen, I wrote this and I was proud of it. I thought it was a masterpiece, because Pat Casey sent it out in my own language, but I forgot the holidays. But the minutes of the meeting showed that there were 375 people at the meeting and I read it to them and all of your smart guys stayed home and all of the dumb guys came here, and you didn't tell me anything about the holidays, so you just work the holidays for straight time."

Now that—every member of our union was just as responsible as I am for the mistakes I make, because we vote on everything we do.

Just that, there was mentioned here that certain groups might want to go and make a deal for themselves. We had a group of foremen who came to me and said they had been given stories, and so forth, and they would like to go up and talk to Mr. Boren or Mr. Casey, I don't know which one it was, and see for themselves.

I said, "Sure." I picked up the phone and I made an appointment for them. They went up and they talked to them and they came back.

They were better satisfied. We don't deal under the table at all. Everything is above board.

I had a bunch of matte artists come to me and they said, "We would feel better if we could go to see Mr. Boren and see just whether things are being done right or not."

I said, "Fine, I will call Mr. Boren."

I called Mr. Boren and he said he was too busy, and he said, "Besides, they are not the bargaining representatives of your local."

I said, "They are members of our local, and we don't have any secrets. If they want to talk to you, I would appreciate it if you would talk to them."

Now, that is the only present request I have for a meeting with Mr. Boren. I wrote him a letter, and I don't have that with me, but I could bring in a copy, stating that these are the conditions by which we think whenever you get ready to meet we will be willing to settle.

But I didn't ask for any meeting, except for these matte artists. I think it was yesterday I received this letter:

DEAR HERB: As I told you down at the hearing we would meet you as soon as the congressional investigation was over. But since informing you the IATSE has entered a petition before the National Labor Relations Board seeking representation over the painters, and by their action we are precluded by law from negotiating with your organization until such petition has been disposed of and the appropriate bargaining agent has been determined.

Now, I got to hand that to the matte artists [indicating].

We still don't have any—they still have a right to vote. You know, that makes them more solid. Where could you get so many men to stay out of work so long? It has been about 11 months. By dictator methods, of the kind that President Hutcheson is supposed to be handing out?

I want to point out, in case you didn't get it quite clear, that the August 16 directive was issued August 16 and sent immediately to Hutcheson, Eric Johnston, and others, and I presume Walsh. But it wasn't presented to the producers until September the 11th. You may say, why all the wait?

There were two reasons. Mr. Hutcheson said, "Don't present it to them until you are sure they have had a chance to obtain it." I found out they had the letter. I made—

Mr. McCANN. Right there, Mr. Sorrell, what time did the producers receive word of the clarification of August?

Mr. SORRELL. I don't know exactly what time, but I asked Pat Casey to find out for me, if that letter had been received. He found out, and let me know. I believe it was Pat. It could have been Boren.

Mr. McCANN. It is obvious it came before September 11. It was a long time before that.

Mr. SORRELL. Oh, yes.

Mr. McCANN. It was issued.

Mr. SORRELL. Yes. There was another reason.

Mr. PRICE. It was before the end of August. The letter is in the record.

Mr. McCANN. I know the letter is in the record. Now I would like to ask for the minutes of the meetings from the day before—was there any oral notice? Did you get an oral notice before the written notice?

Mr. PRICE. No. I think the first we heard of it was what we got from Mr. Hutcheson.

Mr. McCANN. I would like to have the minutes of your organization for the week following the receipt of that letter. What was the date of Mr. Walsh's letter about which Mr. Mannix said he didn't sleep for a week?

Mr. LEVY. A night.

Mr. McCANN. For a night.

Mr. PRICE. August 30 or 31; I have forgotten which.

Mr. McCANN. I want the minutes for the week following that letter. In other words, if you will excuse me, Mr. Chairman, I want to make sure we have the correct picture of the reaction by the bargaining committee to the receipt of the clarification and to each of these steps that were taken, so we can't have any doubt as to what their thoughts were and what steps they took about it.

Proceed, sir.

Mr. SORRELL. Now, then, another thing that held up the presentation of this so-called ultimatum to the producers, which said that, "We don't feel we should work on sets if we don't do the work we are entitled to."

Mr. Hutcheson's international representative seen to it that this was explained fully to the carpenters at a special called meeting, I believe, on the 8th, and they took action on it in the same—you see, my English is bad—they took action on it to verify and back up Hutcheson's demand. Had they not taken that action there would have been no hot sets. That is why that the carpenters are out of work and not going back, and are some 98 and some tenths percent out yet.

Mr. McCANN. Just a minute. I want to correct a request I made. I think it is pretty important here.

Mr. Price, did you say you think you received a letter of clarification on the 30th of August?

Mr. PRICE. No; I said prior to the 30th of August.

Mr. McCANN. Whatever that date is, would you do me the favor—you have given me several days and I haven't had time to read them—you have given me approximately a week.

Mr. PRICE. Nearly 2 weeks, from the 11th to the 23d.

Mr. McCANN. I wish you would supplement that, starting from the date you got your letter of clarification, and run through the month of September, and we will have that complete picture from the time you received the notice until a week after the removal of those men. That gives us the background for that entire period.

Proceed, sir. I wanted to get that.

Mr. PRICE. Mr. McCann, those minutes include a terrific number of negotiations. You don't mind if I omit those?

Mr. McCANN. Not a bit. The only thing I am going to do is this: I am going to trust to the integrity of your office to give me everything that relates—

Mr. PRICE. Which bears on this matter?

Mr. McCANN. Which bears on this matter of the IATSE or the carpenters or the painters, or any of that kind, and make that available in case anyone questions it at all, so we can go to the records. I have the greatest confidence in Mr. Boren's office, that he will do us an honest job.

Mr. PRICE. We will not bring the negotiations, then.

Mr. KEARNS. If you could, Mr. Sorrell, will you define the action that you are relating pertaining to the carpenters there? That is very important.

Mr. SORRELL. What I mean by that—you want me to explain it?

Mr. KEARNS. Yes.

Mr. SORRELL. What I am trying to say is that the carpenters, as a whole, endorsed by vote the action taken by their representatives, and Mr. Cambiano went before the Producers' Association and asked them to put the directive as clarified into effect.

Mr. McCANN. Mr. Chairman, may we take 10 minutes' recess?

Mr. KEARNS. So ordered.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. SORRELL. Now, I believe I was explaining what I had stated about the carpenters.

Mr. KEARNS. I wanted to get that straight.

Mr. SORRELL. And that the carpenters had an opportunity to vote on whether their ideas were the same as Mr. Hutcheson's.

Mr. KEARNS. Yes.

Mr. SORRELL. Now, I have heard Mr. Hutcheson—I have heard Mr. Hutcheson kicked around here pretty strong. Mr. Hutcheson doesn't mean any more to me than Pat Casey or you. He is a friend of mine; I like him. I like you fellows, too. I do, because you have conducted yourself—Mr. McCann says, I shouldn't get off the beam, but I think you are doing a good job. I think you are doing a job you were sent here to do. When people do a job, even though they are on the other side, I still like them.

Some of the bitterest fights I have had I have had with Mannix and Casey, but I like the fellows personally. I told Mannix this here fight was serious enough if I had to take him to jail, I would do it. But I would send my own brother.

I will try to get back to this. The carpenters voted a hundred percent, I am told—I wasn't at the meeting—they voted unanimously to support Mr. Cambiano when he went up to the producers that day. What I mean to explain was that the carpenters are 98 and some tenths still refraining from going back to work in the studios. They are either working outside or they are loafing. They feel their cause is so just that it must be taken care of.

Now, I am sorry to say that the painters are not doing as well as the carpenters. We had a few of the foremen who went back to work and we are only at the present time 96 and some tenths percent out. In other words, we have had approximately 60 or 62 painters return to work. Maybe it is 94 percent; it is over 90 percent.

Again, I am getting off the beam a little bit. I did that to explain to you what I meant.

Mr. KEARNS. That is all right.

Mr. SORRELL. Now, I was telling you about making this deal with the Chadwick group of independent producers.

We made it at Brittingham's Cafe in the NBC Building on Sunset Boulevard.

We went from there on up to Donald Nelson's group. We met with them and we run into a tough proposition, because they wanted to go along with us, but they were mostly making pictures in major studios, and they hire their carpenters, painters, and most of their people

indirectly. The studio hires the people and then they give them to the independent producers for a cost-plus basis. It is a nice little racket. I would like to be in on it myself. It is legitimate.

We didn't sign anything with them, but we said that we would try to treat them as well as possible; we did. It will be noted in here that we didn't establish picket lines on Samuel Goldwyn's studio until Samuel Goldwyn also started to make a picture, because as long as the independent people were working there, we knew they had nothing to do with making the policy that was causing our trouble, and we didn't want to give them any more trouble than possible, than we possibly had to.

On the other hand, there is a conspiracy between the IATSE officials and the major motion picture producers that extends to that point where even though the independent producer would like to go along with us, he is bullied by the major motion picture producers who own the shows throughout the country.

There is a little example—I am just going to border on this slightly—I think you remember *Duel in the Sun* was being made in 1945 and had 6 weeks to go when we went on strike. The picture would be finished in 6 weeks.

We were called over, and I forget the men's names, but I can get them if it is necessary, if you want to talk to them, and try to arrange to let them go ahead and finish *Duel in the Sun* because they had stars tied up that run into the big figures. To cut them off now they might lose those people and we wanted to cooperate. But the pressure was put on that they couldn't use our people, and if they couldn't use our people we would establish picket lines and some of the people they had to have of our people couldn't go through.

So what happened? For 8 months *Duel in the Sun*, although they intended at first to close down, they were made to stay open and *Duel in the Sun* went on and on and 6 or 8 weeks after the strike ended, the 1945 strike ended, the picture was completed, when they could get the people they needed to do the job.

This cost the independent people lots of money. The pressure, I happen to know, wasn't the IATSE in this case but the major motion-picture producers. You say, "How could they pressure them?" Well, you must understand that if I get a star from you and you get a star from me, and I can't make the picture and it runs over time, they say, "You go ahead and do this or that or the other thing, or I want my star back the day the contract is up." And if they take the star back when the picture is partly made you can throw the picture in the ash can.

Now, as you can see, I didn't make data and all that and bring along the facts, but I can get them for you if you request me to and you can subpoena the people in here that will have to tell you that. I want to say, also that when you had Ray Young on the stand he was a little reluctant to talk. I probably would be the same as he is, in the same circumstances. He is responsible to his organization. He didn't want to tell you that he had to hire four replacement painters. He didn't want to tell you that, because the IATSE said, "If you don't you know we will make it tough on you." Of course, they weren't any good; just "feather-bedded."

I think it was brought out here where the IATSE said, "You hire construction superintendent," or some such thing. That didn't

happen only in one studio, that happened in all the independent studios. They put the pressure on the independents to make them close up, and they succeeded. PRC closed up. Monogram closed up. And I know that you won't be remiss in your duty in calling some of these independent producers and dragging it out of them, because they are not going to tell you freely. But in most cases they are honest men, and you can get it from them. They are not afraid of the IATSE, because they know, as I know, that when you herd people into an organization by saying, "You get in or else," that you don't have good control over those people.

Do you think for a minute that the IATSE could call their people out and keep them out 11 months, 11 weeks, 11 days? I know different. That is not the—that is not true unionism.

Now, getting down to the meetings that I had with Pat Casey and Mr. Clarke on July 2. At the last minute I went up to Mr. Casey's office and Vic Clarke made these notations, because, understand, we were having a meeting and we were going to strike immediately if we didn't get some concession from the—in wages and working conditions from the major motion-picture producers.

We showed them in the contract that we put in evidence here. We made these notes, or Vic Clarke made these notes.

Major producers to meet the raise already agreed upon between the independents and CSU.

Now, you will also understand that in the independents, because it was hard to obtain set designers and certain people of that kind, they were not forced by the union to pay a higher rate, but they were paying a rate considerably higher than the 25 percent raise we were asking, in order to obtain the people.

So we didn't ask in those cases, we left them open. We didn't ask for a raise in those cases, because it was understood they were paying more.

In the matter of the weekly guarantee of 36 hours—Sorrell agrees to give the Producers a period of 30 days not only to make a survey of the 36-hour week but also a study of an annual wage.

Now, as I stated before, we promised the independent producers that if we gave the majors any less or any more favorable terms, we would extend it to them. And we had made a deal with the majors by which they couldn't call a man in for 1 day and lay him off, as they had. If they didn't have work for a man for a week, they would work the men they had overtime. And if they called a man in, they must guarantee 1 week's work so that he wouldn't be packing up and going to a different studio every day. That was quite a concession to make, for the independents to make who don't use near the amount of people, I think you can understand that the majors did.

Mr. KEARNS. Yes.

Mr. SORRELL. Now, the understanding that I had with Pat—and you get Pat on here to verify this—was that we at least should get that much. However, as I stated, when we first started, I am interested in a wage scale annually, divisible by weeks or by months or any way you like it, so that the wives of these workers can budget themselves and have a better standard of living, without slipping into debt in the low spots.

But this is the note that Vic Clarke made:

Also during the 30-day period contracts for the crafts under local 1421, and the cartoonists and story analysts will be negotiated.

Now, you understand we already have told the independents that—they are already paying so far above the 25 percent we want to negotiate in equities for those people, with 25 percent as the base.

As to machinists and publicists—these contracts will be negotiated when a decision of the NLRB is handed down and the Producers agree to abide by the decisions and to expedite the procedure.

They had already agreed to that. That was one of Vic Clarke's notes.

While these matters are before the NLRB conditions are to remain frozen. That is to say, no more publicists or machinists are to be hired pending the NLRB decision.

We put that in hoping to hurry it up.

It is also understood that if any other comparable crafts get any larger general increase the CSU members will get similar increases.

Now, that is notes by Vic Clarke.

This is what we get back—and I may say that—my memory is a little hazy, but I think it was on Sunday that I got this back. And I had this meeting coming up, and I called Pat Casey, and I am not sure but I think I went out to his house to pick it up, because we wanted to know then and there would we go on strike or would we not.

This is what I get back, and I will read it to you with the explanations:

With reference to the proposals made by you in your conversation this morning with Messrs. Casey and Clarke, representing the major producing companies, we advise you on behalf of those companies as follows:

Your proposal that we meet the rates agreed to between your group and the independent producers represented by Mr. Chadwick, is accepted.

With respect to the proposal that we guarantee 6 days work per week of 6 hours per day for certain crafts: We accept your suggestion that we take no action on this matter at the present time, but that during the next 30 days we make a survey of the matter as well as a study of a possible annual wage; however, with the understanding that in doing so we make no commitment.

Your proposal that during the next 30 days we carry on negotiations looking to the making of contracts with crafts under local 1421 and cartoonists and screen story analysts is accepted.

That is not what I say, "looking to the making of contracts," within 30 days. I said in the majors, "they will consummate the deal within 30 days for the increase in pay, with 25 percent as the low base."

But the producers hand me a line here that give them nothing. Incidentally we met with the set designers, and they were very much perturbed about this.

Your proposal that negotiations with machinists and publicists be deferred pending decisions by the National Labor Relations Board, that we agree to abide by such decisions and to expedite such proceedings, is accepted.

That is the truth. That is straight across. That is the way I like to do business, right straight in the shoulder.

Your proposal that we refrain from hiring additional machinists and publicists pending these National Labor Relations Board decisions is unacceptable, and is therefore rejected.

That is the only place they use the word "rejected." So you can see why. They give you a lot of double talk and make it look like that was the only thing that was the hold-up—that is the jurisdiction, too.

In respect to your proposal that if comparable crafts in the industry are given larger general increases than your group, you shall receive like increases, is accepted with the understanding that this does not apply to upgrading or adjustments to take care of inequities or with respect to employees in the lower-salary groups.

That is all right with us. It is not quite the way we put it, but we accepted that as good faith.

In addition to the above specific matters covered by your proposals we understand from our previous negotiations with you that you are agreeable to the following:

Then they add something. Now, listen to this:

The proposed deal is to extend until December 31, 1947.

Well, that is all right. We didn't kick at that.

The unions will agree to an arbitration set-up to settle all jurisdictional questions and disputes.

Right here I want to inject something. The Conference of Studio Unions have always maintained that there should be some way in which jurisdictional questions could be, at least, arbitrated, and no work stoppages. Now, we don't believe in work stoppages, not because we are great benefactors of the producers, but we believe that there should be no work stoppages, because if there is no work stoppages, the producer makes more money and we can get more. We will get paid more in the long run. We advocate that our people—and I think any producer you get on here will tell you that we have the best people in our union. We advocate they do a healthy, good day's work. We have not tried to limit our people in doing very good work, and the best work, and as much as they possibly can.

We do that because we only know that by what we put into an industry is what we are going to get out of it.

Mr. KEARNS. Then you advocate a fair day's work for a fair salary?

Mr. SORRELL. Yes. We advocate a fair day's work, a good day's work, and I in my past and the most of our painters also wanted to do a job a little bit better. That is why they are in the motion picture industry today. That is why they get a little bit more money. And we do it for a selfish reason, too. We want still a little bit more money if we can get it. We want better conditions. We want to raise the standard of living, if we possibly can.

Mr. McCANN. May I stop you there and ask a question? One of the problems that has been presented here is that because of the division of union activities—we have got quite a file on that—we put in here about how it takes three men maybe to light a gas light in a fireplace. One man to turn the nozzle and another one to light it, and something else, and so forth, to keep it going.

One of the problems of industry is going to be, insofar as this industry is concerned, the right for continuity of employment. Do you believe in that?

Mr. SORRELL. Absolutely, I believe in continuity of employment.

Mr. McCANN. I thought you did, from the opinion you expressed. You believe if a man is employed for 6 hours a day the employer has a right to his services for 6 hours a day?

Mr. SORRELL. That is right.

Mr. McCANN. And not for 2 hours a day because of the fact he is encroaching on somebody's work?

Mr. SORRELL. That is right.

Mr. McCANN. I believe this is an important thing to the industry. I believe, from the standpoint of the people who produce pictures, for a set out there to be held up because the wrong man is to lift a water bottle is a lot of tom-foolishness. I wondered what your reaction was.

You recall one of the witnesses said, "We couldn't put a bottle, lift a bottle from the ground and put it in the cooler because they had to send across the lot to get the union man entitled to lift that bottle."

Mr. SORRELL. I hope when you get some of these industry men on—I mean labor relations men, Pat Casey, Charlie Boren, ask them if I ever stopped production for 5 minutes over a jurisdictional issue.

Now, understand, I have had jurisdictional issues, but I can't see that anybody gains anything by stopping production. I will make them pay off in other ways.

Mr. McCANN. What I wanted to get, from the standpoint of your group, because you are speaking for the CSU, as I get it—

Mr. SORRELL. I hope I am.

Mr. McCANN. Does the CSU represent in this motion-picture business the idea that the employer is entitled to consecutive service from the employees for the hours that they obligate themselves to serve?

Mr. SORRELL. Mr. McCann, I agree exactly with what you are saying. However, I wouldn't allow our painters to infringe on grips' work, carpenters' work, machinists' work. They are specialized.

Mr. McCANN. I am not, certainly, suggesting for one moment the carpenters, because they might have an hour's spare time, that they do a bricklayer's work. You can't run an industry and pay 8 hours' service for 2 hours' work and make that thing financially stand the test of time.

Mr. SORRELL. Mr. McCann, we advocate to the studios that when there isn't any set to paint, put the boys to painting up the buildings; maintenance work is fine. We believe in continuous employment. We think that is the only satisfactory kind of labor relations, in the long run, is contented employees. The only contented employees are those that don't have to worry about the next day, not getting paid, and maybe not for the month. The insecurity makes the man lay down.

In years past, before we had the kind of conditions we had upset recently, men would come on the job and deliberately make a job last 2 days, because they knew at the end of the job they would be laid off. I didn't blame them. We don't like that business.

That is the reason for our demand for a 36-hour guaranty or the 1 week's guaranty, when a man is called in. We want him to go in and do the work. If he runs out of work, we don't want him to hide like a rat, we want him to stand there and say, "I am out of work. If you have any other painting, I am available."

Mr. McCANN. I just wanted to get your philosophy on that. Proceed with you story, sir.

Mr. SORRELL. Now, I mentioned here the producers told us they wouldn't sign an agreement with anybody without a provision for settling by arbitration jurisdictional issues. What they did do, they signed with the IATSE, and try to find it. Get a copy of the IATSE contract and see if you can find one word in it about settling any jurisdictional or anything else by arbitration. There isn't anything there, and because why?

The IATSE does the bidding of the producers, and the producers would like to extend the IATSE jurisdiction to take in all of those people who are such anarchists or Communists, or whatever you want to call them, that they want to say in their working conditions—Pat Casey, I want you to ask him. He is one that told me they wouldn't sign an agreement with me until there was proposals for arbitration. I not only agreed, but we made up a proposal and gave it to the producers. They came back with something not satisfactory to us, but we took it, anyway. We said, "We can't have our pie and eat it, too." Maybe it don't taste just right, but we will take it, anyhow.

Mr. McCANN. What time was that contract entered into?

Mr. SORRELL. I don't have the date with me. I can get them. I can give you the proposals. Maybe Pat Casey's office can probably give you those better than I.

Mr. McCANN. Maybe Mr. Price could tell us. Do you know the date?

Mr. PRICE. No.

Mr. CASEY. Are you talking about the Sunday business, and all that?

Mr. LEVY. What contract are you referring to?

Mr. McCANN. Are you talking about the contract of July 2, 1946?

Mr. SORRELL. This is what led up to it. But prior to this we had advocated the arbitration of jurisdictional issues. We put a proposal—I will get the dates. We sent a proposal to Pat Casey. He let Fred Pelton work on it. You should see this guy Pelton. He puts words in there that are terrible. He comes back with something that wasn't good. We still said we would accept it.

I have just got another line, and then I want to get back on this arbitration again [reading]:

The unions will agree to maintain an adequate supply of competent labor in all classifications to fill calls of the producers in accordance with production requirements.

We have always done that. We have always done that to the extent that we didn't want too many people in the industry, so that they would be a few people get \$400 or \$500 a year, but if more painters were wanted, we called the downtown painters' union and got painters.

Mind you, not bodies, but painters.

We gave them permits. We didn't give them cards. They would get a permit for a week at a time. And if they stayed on the job and proved to be good, there was nothing to stop them from continuing to get permits, and they were the first people absorbed into the union when it got slack, so that we wouldn't pack the union. They were the first people absorbed; no initiation fee; they had already paid \$30 downtown.

Mr. McCANN. You didn't charge them 10 percent of what they made while they were out there on the permit?

Mr. SORRELL. Mr. McCann, we don't charge percentages. There was a time when we charged them a dollar a week. That was when our members were assessed an extra dollar a week. And for the talented group, we realized that the producers couldn't go and get house painters and make artists of them; you had an artist on this stand.

We have a group of very high-skilled artists. We have artists that come from all over Europe, Asia; you'd be surprised at the places they come from. They come here and they want to go to work in the motion-picture industry. They know somebody. We don't want to clutter up our union with a lot of worthless people. The wages are fairly high in that division. I think it is around—it runs \$30, \$35 a day. So we give the man a free permit. You have one of those permits in your possession here. On the back of it, it says:

You will be charged \$2 a day if you work in certain categories, and \$1 if you work in other categories, and that will apply on your initiation.

They come back for the second permit and they say, "I worked 2 days." We charge them 2 days' permit fees, or \$4. That is kept track of. If they are satisfactory to the industry and satisfactory people, we want those people. We don't want them if they are just somebody's friend and get bumped off; then we have them on our hands.

If they stay and make good, when they have paid in the equivalent of \$500, we initiate some of them. We find they are good in only a few weeks, and they come in and they say, "I want to become a member. I want to vote."

Then we say, "Well"—we try to stall them along, to be sure they are good before we take them in. But if they want to pay the difference in cash, we take them in and they become full-fledged voting members. And then they vote on whether the other fellow pays an assessment or whether he don't.

I will never get through reading this:

Upon acceptance of the above, we are prepared to enter into formal contracts with each union covering wage scales and schedules, as well as working conditions, as negotiated at our previous conferences.

I told Pat Casey, when he handed me that, I said, "You know this isn't what we want. You know we are going to have to go out in the morning. You know we are getting a run-around."

Pat says, "Now, that is the best we can do for you, Herb, you know." Somebody said to Pat, he told me to go on strike.

Pat never told me to go on strike. If he did I would lose my respect for him, any more than I would tell him that he should do something. Because I respect a man who is working for the other side, for the producers, and I am working for labor's side, and I respect him as an honest man, and I don't expect him to tell me how to run my business and I don't expect to tell him how to run his.

Pat, of course, he said, "Don't do it, don't do it." Well, we went out anyhow.

Mr. McCANN. Now, what was the time that you went out there?

Mr. SORRELL. It was on July 1.

Mr. McCANN. For the 2-day period?

Mr. SORRELL. For the 2-day period, in which the producers are pictured as being outraged, and they put it that it is a jurisdictional issue. These jurisdictional issues are wonderful for the producer.

It just puts handcuffs on you, shackles you, ties you down, you can't ask for anything because they holler "jurisdiction."

Mr. McCANN. Before we get away from this initiation fee, Mr. McCann, I want to make a little issue here of the initiation fees and the amounts of the initiation fee. We learned of one union in New York City where they charged a thousand dollars for anyone to get into the union, but if a member died his legitimate son could come in for \$500, but everybody else was shut out unless they paid the thousand dollars, but in the case of the death of a member a legitimate son could come in for \$500. Now I am wondering whether in your unions that are affiliated with the CSU the permit system is generally as you have indicated, because the members that we have talked to about the permit system have been very much incensed over men being kept on permits for 5 and 6 years with exorbitant fees, working, hoping and praying that they are going to have a job sometime, and we are going to have in the course of this hearing 43 make-up artists who were on permits for 4 and 5 years and still they never got to be members of the union.

Is it true with all of the CSU union that the men could become union members without being kept dangling as permittees for a long time?

Mr. SORRELL. Now, you know that I am under oath, and I don't want to say something that is wrong, but I believe that it is true of all unions in the conference. Now there might be, it might be that I am not telling the entire truth, because maybe I don't—you know, I don't go into the internal workings.

Mr. McCANN. I am not trying to catch you. I am trying to develop this point, because it is a matter which the Committee on Education and Labor considers very important. You will remember that in the original Hartley bill we tried to set \$25 as the maximum initiation fee to join a union. When this bill went to conference, it was changed to provide that the board should decide what was a reasonable initiation fee. We were trying to prevent certain unions from establishing such exorbitant initiation fees or permit systems tending to restrict union membership.

Other people have told us that permittees are allowed to apply the amounts they pay as permittees toward their initiation fees, so that ultimately enough money is being paid in to make them full voting members. If that is true with the CSU, I would like to know.

Mr. SORRELL. So far as I know it is true. I know it is true with the painters, but I don't know exactly what the carpenters—I don't know about the internal workings of many of the unions. I could find out, but I don't know right offhand. However, I want to tell you something: We don't let everybody in the union, and I don't want to picture ourselves as being too holy, you know. We are particular who we get into the union, why, you know. It doesn't cost much if you come into our union right. There is a few members that die each year and there are a few that get too old to work each year, and there are a few vacancies made and we have an apprentice system. I think there is about fifty-some-odd apprentices, and they are indentured by the State and the union. I know you are interested in these things that come out. They are indentured by the State and the union to the producers, an agreement with the producers.

There is a certain class of work that they do for certain times. I heard you ask that apprentice, "Does the union do so?" That is an agreement between the union and the producers and the State apprentice committee. And that is all for the boys' good. In other words, we mean that when a boy goes in to learn our painting trade, when he has served 4 years, he doesn't have to go around and bring whisky to the boss to hold his job. He can tell the boss to go straight up, because he is a good mechanic, and if that boss don't use him another one will, and that is the kind of people we want.

Mr. McCANN. In the study which the joint committee is making, Mr. Chairman, and the study which this particular subcommittee is making this summer, we are going to give consideration to the systems used by the unions for the protection of the individual workers. Some union practices are unrighteous; they are not fair to the men who work. We don't want to make any union take in any more members than can earn a decent living, but we do want to insure fair treatment to the people who are doing the work of union members.

Mr. SORRELL. Now, Mr. McCann, I spoke about sons of members. The boy that was on the stand was not the son of a member, I don't think, but naturally the sons of members, they just naturally get first choice. Don't think that you can send somebody out here from Pennsylvania or wherever you live and say, "Herb, give him a card in your union," because it ain't done that way, because some guy says, "Look, my son has been waiting so long for a chance, and he comes first." So we are working that way, too. I mean, I am not trying to picture us as being holy.

Mr. McCANN. I am not going to get you mixed up there.

Mr. SORRELL. We are prejudiced. We work for our people and if you belong to my union I am looking out for your interests and your son's interest.

Mr. McCANN. I do feel, though, that you are trying to give an honest answer to our question. Mr. Chairman, should we adjourn or continue with Mr. Sorrell's testimony?

Mr. KEARNS. How long are you going to continue?

Mr. SORRELL. Everybody asks me how long will it take. I couldn't tell you. I thought I had about 10 minutes talk for you and then I would be done, but here is a multitude of things I haven't told you yet. There is a lot of things you should know. I get off, I try to explain these little things, the apprentices, I think you should know that. I think you should know that that member that was on the stand didn't know how much it cost him for an initiation fee because he paid permit dues, that is, until he paid 25 of them, and he didn't pay it out of the first week he got work. The first week he paid a dollar, and he went along and paid up his dues until he became a member and he didn't know what he paid. I had to more or less coach him to say that he paid 25 before he started paying full dues.

Mr. KEARNS. Why don't you take about 20 minutes more and see what you can do, Mr. Sorrell?

Mr. SORRELL. I expect I am very boring.

Mr. KEARNS. Continue as much as you can finish this evening and then we will go over.

Mr. SORRELL. Now, the thing that I am trying to emphasize here is that things are not O. K. right at the top, either in the top leadership

of the IATSE or the top management of the studios. It is a little bit discouraging, because the president of an international union appoints somebody to come in here and run labor in this industry.

Mr. KEARNS. They are not elected by the men here?

Mr. SORRELL. No; he is appointed. He is brought from some other State. He comes in here and runs the show, and the producers, I know he says the producers agree with him. Why not? He is not responsible to the men. He is responsible to the man who appoints him.

There is nothing the men can do about that. If they get together, they take over their local.

You have just seen on this stand three business agents from the machinists' organization. D. T. Wayne was business agent for several years. He almost got beat the year before. The next year he says, "Herb, it is too tough. I am giving it up; it is too hard." You have to work too hard in one of those elected positions, and you were elected, and you probably know it is not all what it is supposed to be. It was so tough that he didn't run.

Jack Stehr. Jack Stehr was elected in his place, and he had competition. Jack Stehr testified from this same stand that I am on, and Jack Stehr is a good guy. He did the best he could. He didn't do enough. They kicked him out, and they put Carl Rex in there, and Carl Rex is in now. God knows whether he will be in next time or not. But when you take a union job, you take it to do for the people of the particular local union, and the conference elects its business agent. Certainly we have international people that we confer with, and so forth, but they don't run the show. But the IATSE, they have an international man right here. That is the way the thing was set up, without reference to the members. You have a dictator—I promised not to say that. He was appointed, and the next comes along he appoints one, and he does as he is told from the top. He don't have to answer to the men.

Local 44, the prop makers' union, you know, you have heard that name before, because of all the jurisdictions, and I am not just talking for labor, but talking now for management—Mannix, Casey, Kahane say the same thing—that really most of their trouble is in 44. The man who is the business representative of 44 came out here from Chicago to work and collect the 2 percent levy that the IATSE was then charging their members, the 2 percent rake-off. The men that instigated that 2 percent, they are not in the picture any more, but the guy that they brought out here is still in the picture.

Now, one guy gets kicked out, and they manipulate the thing. As long as they check off the men and handle the funds, he can stay in. For years the IATSE didn't have any meetings at all.

During the revolution of 1939 they had to create some meetings. When the prop makers got a meeting, as has been testified to here, and decided that they didn't want any part of this business, that it was not to their liking, what happened? The international takes over, got a man right here on the spot. The business agents come up for election, and the people don't like him, they proved they didn't like him by not even voting to make him a delegate to the international convention, he can't even win that, but he is business agent, and they don't have elections, there is no way you can displace him. The only way you can displace him is to tell the international to fire him, and the international don't fire him.

Probably he is there at their instigation, and they maintain him there, and there is trouble. You leave it to the workers as a whole in the whole motion-picture industry and give them a few facts at the meetings so they understand, you won't have any trouble. Labor all works to one end, that is to making a better living, and when they get to that point where they can't advance in the jobs they are doing they should get out and advance independently.

Now, you understand and you can draw it from testimony, they have a meeting of 44, and they have the meeting to tell the people that their dues have been raised or that they will have to pay a \$10 assessment to provide for goon squads or protection or something against those awful strikers. They are told to vote on it. How can you have labor peace in a situation like that? And if you say anything about it, they say you are not A. F. of L., and you are running down the A. F. of L.

Well, I don't think that is an A. F. of L. question. I think that it is a bad labor practice, and I think you can't have any harmony in the studios as long as that kind of a business prevails.

Now, if I can't win an election, I don't want to represent my people. The fact of the matter is, I will tell you the truth, I wanted to get out of this job a lot of times, because it is no cinch. It is a terrible job. It isn't a few hours a day, it is day and night and night and day, and the more you do the more they expect you to do, and I have tried to get out, but it seems that when you get embroiled in such a thing somebody is always trying to say that they kicked you, and I don't like to be kicked out of anything. I like to kick back.

The situation is such at the present time that it is going to take legislation, I believe it is going to take legislation to clean it up, and that is why I appreciate that you fellows are here trying to get a true picture.

Mr. McCANN. What do you suggest in the way of legislation?

Mr. SORRELL. Don't ask me now. I would rather tell you tomorrow. I can make some suggestions. I have done a lot of thinking on this thing.

Mr. McCANN. I want to call your attention to this, Mr. Sorrell, that when the A. F. of L. international officers came before our committee, they did not make a single suggestion for constructive legislation. They only asked that Congress leave the Wagner Act as it was and let the unions alone. Now, if you have some suggestions, we would like to hear them and take them back to the Congress.

Mr. SORRELL. I will try to give you some suggestions, but the first thing it seems to me a fundamental principle that there must be honesty on both sides. Now, the first contract that I ever made was in 1937, and I tell you now that the producers kicked their best ball at me, and that was Pat Casey, and maybe his face will get a little red, but we were on strike, and we made an agreement where they would eliminate all the—

Mr. McCANN. Unpronounceables. Go ahead.

Mr. SORRELL. They would eliminate all of them and take our people back in. And I went in on July 1 and saw Pat Casey, and they hadn't eliminated them, and I said, "You know with the committee, we never go alone for anything, I took the committee in."

And he said, "You boys have won a nice 97 percent victory. You should absorb these few unpronounceables and you go happily along your way together."

Well, it was quite a blow to me, because I thought they meant what they said, and I said to Pat, "97 percent victory? Well, I am sorry. We will go out and win the other 3 percent, and I will be back to see you."

Then Pat says, "Wait a minute, wait a minute. Don't do anything now. See me by 11 o'clock in the morning."

Well, I didn't know him very well, but he struck me as a pretty fair guy. Eleven o'clock came and they had cleaned up everything except Warner Bros., they had to leave a test, so I went over and convinced the manager of Warner Bros. to take the people out, and he sent the undesirables out, and then a few days later he ran them back in at noon time. We pulled a strike. We walked our people out at 3 o'clock in the afternoon, and I told them that I would be waiting on the phone if anybody thought it was not definite they could call me, and that happened.

Well, we did a nice job. They walked all the way around the lot and parade their way, and, of course, they had all the policemen following them, and so forth, and they didn't get out of the gate until Pat Casey was on one phone and Joe Gilford was on another one to get them back in. I said, "You got a new shift coming on in 3 or 4 hours, we won't call them back right now" because everything was stopped, the boys were across the street drinking beer and getting high. I said, "You are docking them for the time." I said, "Then dock them from now on because they will be back tomorrow." So they agreed to that and I had a hard time getting the boys to go back. They sent the undesirables out, and I called them there at the designated place where they sold beer, and they didn't want to go in. So I sent a couple of the most aggressive ones in to see that the undesirables were gone. I said, "Clean out the place, don't leave anything, clean it out so they don't go back, and if you need to fumigate it, it is all right." They took me at my word, they took the fellows' tools out and put them in the incinerator.

We cleaned up that situation, then Pat and I sat down and we made an agreement. Then it came out to the attorneys and when they got through Pat and I didn't know that. I said to Pat, "Look, please let us have an agreement which a third-grade student can understand, because I am no lawyer and that is beyond my mentality to work out that plan, and let's write it." So we wrote it, and you can check it, it is two or three pages, the best agreement we ever had, absolutely nothing happened under it, no trouble whatever, and there was good faith, and we could have good faith with the people who represent the producers here if we didn't have the external influence in. That influence is bad.

Now, of course, I speak of this because I think that it has to do with your legislation. In the first place, I don't think a man should get or take, that he should be appointed to a job that the workers that pay the dues in the union don't have control over the men. That is No. 1.

You have noticed here that the teamsters have been brought into this. The teamsters are chiseling on the legitimate—I call them

legitimate, my A. F. of L. friends say they are not, because they had some trouble with the A. F. of L., and were not legitimate machinists, but I mean legitimate machinists, I mean the men who do the jobs. The teamsters went along with the former president of the IATSE all the way. If you want me to, I can elaborate on it, if you don't I will pass it up.

Mr. McCANN. Pass it up.

Mr. SORRELL. And they go along in this way, they go along to the extent that when the teamsters made a vote not to drive the replacements through our lines, they were told by the at that time appointed representative, "If you don't do it, we will bring in somebody that will," and they bring in somebody that will, and the boys come to me and say, "Herb, what am I going to do now? They will take my card away from me, and what can I tell them?"

I say, "I know what you fellows mean. Well, go on, take your trucks and drive them through. If you don't, somebody else will. Those were abuses that we can't heal, and there is nothing we can do about that under the present situation."

What happens? This teamsters' representative is now working for the Fox West Coast Theaters at a salary that is fabulous, I think, for the kind of a guy he is.

Mr. McCANN. What is his name?

Mr. SORRELL. Do you want me to go into that?

Mr. KEARNS. Yes; go into it.

Mr. SORRELL. Joe Tuohy, and he has been spoken of in this hearing. Of course, you will be told that he has excellent qualities or something or other. Anybody can have excellent qualities that does what the producer wants him to. I could have the producers eating out of my hand if I would do what they want me to. My international president came here in 1940, and at that time I was getting \$75 a week and it wasn't very much, because a business agent has to spend a lot of money, and he said, he had the executive board with him, and he said, "We have to appoint an organizer and we want to get a good man for the job, and that is you. Do you want it?"

I said, "No."

He said, "Why? It pays a hundred dollars a week more than you are getting."

I said, "I know, boss" and my international president and I are on good terms, he is a real guy.

I said, "I know, boss, but I don't want the job, for this reason, I am more contented to work freely as I am, and not to have you tell me what I have to do, and as long as I satisfy 51 percent of the people that vote for me I am a free agent, and if I went to work for you at the extra hundred dollars, I would soon be where I had to do this or that, and if I didn't want to I would be out of a job altogether, and I wouldn't be happy. I am quite happy the way I am. Let's leave it that way."

Now, he has given me powers to act for him personally right down the line, and I don't expect a nickel from him. My whole allegiance is to the people that work, and I think that that is the way a union should be run.

Now, of course, I am not still working for \$75 a week. I don't mean that. I haven't drawn one cent, neither in salary nor expenses, since the boys went on the picket line on the 26th of September. I am getting

tired of it. I would like to settle. I would do a lot of things to get it settled. It is my bread and butter, the same as theirs.

I think every union man shouldn't get any more than the people he represents. In other words, he should take it along with them.

Mr. KEARNS. Mr. Sorrell, I don't think you are quite finished. I am going to adjourn at this time with one request from you, and we reconvene at 9 o'clock in the morning.

At 9:25 I am going to do what we do in the House, we give you a 5-minute rule. You will absolutely terminate your testimony here at 9:30. I will extend you another half-hour. I think you have very valuable testimony, and I would like to hear it.

Mr. SORRELL. If I am talking too long, you can cut me off.

Mr. KEARNS. No. I want you to take a half hour tomorrow morning. We stand adjourned.

(Whereupon, at 4:30 o'clock p. m., the hearing in the above-entitled matter was adjourned to 9 a. m., on Friday, August 29, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

FRIDAY, AUGUST 29, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9 a. m., in room 324, United States Post Office Building and Courthouse, the Honorable Carroll D. Kearns (chairman of the subcommittee) presiding.

Mr. KEARNS. The hearing will come to order, please.

Mr. McCANN. Mr. Chairman, I desire to make a statement for just a moment. Yesterday afternoon at the conclusion of the hearing counsel for the IATSE informed me that I had made an error in referring to the make-up groups which are to appear before us. I can't find the place in the record; but I would like to have the record show that I was anticipating testimony which I have been told will be presented to the committee, and that I desire that the record should be modified to so state. So there will be nothing in the record indicating that I have prejudged the facts or issues.

Does that satisfy you, gentlemen?

Mr. LUDDY. Yes.

Mr. McCANN. Now, Mr. Chairman, throughout these hearings we have tried not to do any single thing which is unfair to the various groups present. I will appreciate having my attention called to the slightest deviation from that course. In asking questions and commenting on the testimony it is very easy to say something which may not be exactly accurate.

TESTIMONY OF HERBERT K. SORRELL—Continued

Mr. McCANN. You may proceed, Mr. Sorrell.

Mr. SORRELL. Now, I understand I am to get 25 minutes, or 30 minutes?

Mr. KEARNS. Well, around there. You just start in and let me be the judge. I will give you a 5-minute rap.

Mr. SORRELL. O. K.

Mr. KEARNS. A 5-minute rule.

Mr. SORRELL. Now, there is a thing or two that some of our people think that maybe I should clear up.

One is that the initiation fee to local 644—that is the one I represent—is \$500. But we don't get any initiation fee, because we absorb the already union painters, from the downtown union.

And as the places are made, we accept their clearance cards without a cent, so they pay \$30 or whatever it is in other cities. If you come to join my union, we tell you it is \$500, but we don't even accept the \$500. We send you to the district council where you join for \$25 or \$30. If you prove to be a good painter, you work on a permit, and then you are absorbed in the union.

So we actually don't get \$500, except where you are an extremely good artist. Now, we have artists come from Switzerland and France and other places, some don't talk English, and so forth, and we put them to work on a permit fee, and if they can cut the mustard, their permit fee gradually accumulates to the \$500, which is their initiation fee, and then they begin to vote as members of the union.

I wanted to get that clear, because we are anxious to get those kind of people. The better artists we can get, the more work it makes for the mediocre artists who follow them. We are not anxious to get an artist who proves to be a flop and nobody wants him and he is a drag on our hands. Try to get that clear.

Also there will probably come up some of the fines and assessments in our union. I testified that when we saw this coming, the boys voted a dollar a week assessment to go into a defense fund.

When the lock-out came, those who worked paid from \$30 to \$60 a week for the privilege of working, and that money in turn we used for relief of those who were not working.

Now, our books are open, if you would like to see them. We do everything aboveboard.

We had a few weak members who went back to work, and they were tried in due process as is prescribed by the constitution, and they were fined approximately 2 years' wages. In other words, if a man was an ordinary painter, journeyman painter, pretty good man, he would be fined \$12,000. If he was a foreman or in the higher category, he was fined \$20,000.

Mr. KEARNS. How would he ever pay that?

Mr. SORRELL. We didn't want him to pay it.

Mr. KEARNS. What did you levy it for then?

Mr. SORRELL. Sir?

Mr. KEARNS. What did you levy it for?

Mr. SORRELL. Well, we levied it so that—let me explain. We had a strike in 1937. Pat Casey can verify this. We had in that strike about a dozen men who went back to work, maybe a few more. We fined those people the terrific sum at that time of all the wages that they made during the strike, plus \$100, plus \$5 a day for the days they didn't paint. It came to a matter of—I can't give you the exact amount now, probably \$700 to \$1,000 apiece. That was a 6-week strike.

We fined these men and we didn't want them to pay the fines. I think the producers paid the fine. They did it in a very subtle way. They let the men get the money from the credit union, and some of them brought the money up to the office and some of them brought the money up to Pat Casey's office.

Mr. KEARNS. How did you ever make a deal like that?

Mr. SORRELL. What do you mean?

Mr. KEARNS. To get the producers to pay?

Mr. SORRELL. We didn't make the deal.

Mr. KEARNS. No?

Mr. SORRELL. No, sir. We made the men pay it, but the producers had the man go to the credit union and get the money.

Now, if I get one of those guys on this stand here, I am going to find out under oath whether he actually paid that money or whether the producers paid it, because I have never been able to find out. We got the money and we had them, and that is it.

Mr. KEARNS. It is not natural that a fellow working for the salary you get could ever pay that fine.

Mr. SORRELL. Oh, yes.

Mr. McCANN. You mean they were restored then because they paid the fine?

Mr. SORRELL. They paid the fine and we had to take them. There wasn't anything we could do but that. We made the penalty, they paid it, and we took them.

Mr. KEARNS. I am not sure the average fellow working would be able to pay a fine like that. If I had to pay a fine like that I would be out of luck.

Mr. SORRELL. I would, too, but let me make this clear: If anyone had told me that I could have gone without work or without pay for a period of 11 months, when this thing started, I think I would have died right there, but I am still here. I am still here and I am still going.

The reason for that is because my credit is good. Now, these fellows have credit, too.

Now, we had a couple of men go back to work who were in the higher category. They called me and they said, "I know we are stuck, but what is our fine going to be?"

I said, "I have no way of telling you. I appear as a prosecutor before the jury, and they don't tell me what it is until they bring it up at a meeting." They bring it up at the meeting and they recommend a fine of so much.

Mr. KEARNS. You have nothing to do with it?

Mr. SORRELL. No.

Mr. KEARNS. You don't levy the fine personally?

Mr. SORRELL. No; because I would levy it so high—\$20,000—I would make it \$200,000.

They levied the fine; that is, they bring it up and it has to be voted on at a special called meeting of the union. In this case I was told—these two high-priced men went back to work.

Understand, we have good men in our union. These men, I think, draw between \$40,000 and \$80,000 per year. They thought their fine would be terrifically high. But they asked me, "Look, we have always been friends. I know that you won't do me any more harm than the other. I mean to post the fine, no matter what it is, within the 30-day period that is prescribed."

They said, "Our attorneys have advised us to post the fine, no matter what it is. And, of course, we will take an appeal." They can appeal to the general executive board, to the international president.

Of course, I know that our international president—he don't like people who return to work any better than I do. And I don't think they will win anything on that appeal.

However, after they have gone through all these cases, they can then go on to court, if they want to. I want to explain this so you

will understand the methods, because unions get accused of doing outrageous things which are not outrageous when you come right down to it.

I have borrowed \$14,500 myself since this thing started. I didn't know I was worth that much. I didn't know my name was worth that much.

In the 1945 strike, I borrowed a lot of money, too. I had some little houses over in Burbank. I sold them. They have since been sold for almost five times what I got for them. I sold them, as a matter of pressure. I tell you these things so that we make ourselves clear. Understand?

Now, there is another thing I wanted to mention that I didn't mention yesterday. There was a proposition by which the actors featured a way—arbitration machinery should be drawn. Maybe it was testified here we more or less threw a monkey wrench in that. We said, "We don't think these international presidents—let's get the majority of the locals to ratify this, because we don't think the international presidents will do it."

The IA threw up their hands and said, "That is it," and so forth.

So we said, "We don't mean to throw a monkey wrench in it. Any way you want, we will go with you."

We carried along with this arbitration plan, and then there came the question of an arbitrator. We submitted the names of some 12 or 15 people. Mr. Brewer submitted the names of four people, as I remember.

When we came back to our next session there was four people that Mr. Brewer—that was acceptable to Mr. Brewer. We wasn't going to let that hang it up, because anybody—I didn't care even if the employer had to arbitrate, if he was honest. There was one name that Mr. Brewer submitted, Joe Keenan. He was still acceptable. We accepted him.

We did everything within our power. We accepted their proposals for arbitrator. We did everything within our power to consummate this.

It blew up when Maurice Hutcheson met with Dick Walsh, and we never had any more meetings. We only have the reports that Maurice gave us, and some say it is not right.

I would like to have had Maurice Hutcheson on here to testify under oath. But that disappeared in thin air.

Now, you said yesterday you wanted some suggestions for legislation.

Mr. KEARNS. You gave one or two, I think.

Mr. SORRELL. Well, if I gave one, I didn't know it. But I will give you some now, and, of course, I will be in Dutch. I always get in Dutch for saying what I think. But I think that one of the points—and you will have to put the words to it—I mean, I will just give you the suggestion—is that labor leaders should not be in business where they derive as much or more money from the business as they do from representing labor. They should quit one or the other.

My reason: It is because there is so much pay-off that they charge their income tax up to the business, and so forth, and they finagle.

Mr. KEARNS. You would make that mandatory, then?

Mr. SORRELL. I would make it mandatory that a business agent not get any more money from any other source than what his wages is,

because the average business agent—I don't mean just business agents, I mean union representatives.

Mr. KEARNS. You mean all the way up the line?

Mr. SORRELL. All the way up the line, because the average union representative earns a lot of dough, but he don't get much. He is like you legislators. You don't get enough money for what you do, so too many of you connive to get a little on the side; you have to keep in business. With a labor leader it is not necessary. If he is a good guy and he can get money from the employer for his constituents or his people, then he should go and explain, "Look, the law don't allow me to get any dough from any place else. I want more money." That is up to him.

I don't care if he is a good man and he is worth \$1,000,000 a year, give him \$1,000,000 a year. Give it to him out of the union; don't let him work for two bosses.

Mr. KEARNS. You mean, we get better leaders in the union if they represent the union alone?

Mr. SORRELL. At least you get rid of the phonies, you understand. That is a very important thing. Think it over.

Mr. McCANN. Mr. Chairman, there are two things that interest me. Mr. Sorrell's testimony seems to indicate there are labor leaders receiving money from industry and therefore sell out their own people. That is one thought I get.

And the second thought is that there are labor leaders who get into some other line of business from which they derive an income which perhaps makes them indifferent to the welfare of their members.

Now, did I get both of those suggestions from you?

Mr. SORRELL. Let me explain. If he gets so much money from the other business that he gets indifferent to his business, you don't have to worry about him. We will get rid of him.

But if he gets that dough from other business through the fact that he is a labor leader, he won't get indifferent. Then the law should get rid of it. Do I make myself clear?

Mr. McCANN. That was what I was trying to get cleared up in my own mind. I don't get your distinction.

Mr. SORRELL. Look, you are going to run me over my 30 minutes. I am going to get run out of here.

Mr. McCANN. I don't mean to do that. I want you to clarify what kind of law you want. You want a law which will restrict the earnings of labor leaders, if the source of that income is what? What source of income?

Mr. SORRELL. I don't care what the source is, if he gets as much from outside interests as he gets from his own union, he shouldn't be working at it. He should get out of business or he should get out of the union job.

Mr. KEARNS. You can't that way restrict a man from making investments.

Mr. SORRELL. Let him make investments. When the investments get to paying off, he has no business representing union men.

Mr. KEARNS. All right. Go ahead.

Mr. SORRELL. Of course, investments, if you slip—I could give you examples. I don't need to be in debt. I could be fixed pretty nice, and I could go in business. I could get the business and it might pros-

per, but who starts the business? If the business is good enough, I should get out and not represent labor. In other words, I don't want the companies giving me money to start business, so I can become a stooge for the company and forget about the people I represent.

There is another thing, I think that you should pass legislation that prohibits unions and employers from hiring policemen and goons and so-called bodyguards. If a guy ain't big enough to go without a bodyguard, he shouldn't be a business agent. He should retire. If he needs a bodyguard, he should retire.

If an organization is on the square, they will hire policemen to take care of their properties and not hire whole police forces—and some of the producers have in this recent trouble. They have hired every policeman in the city—not in the city of Los Angeles, but in the city of Culver City. They hired, M-G-M hired every policeman there; didn't miss a one.

They didn't look after M-G-M property. They were out looking after cracking our heads. It is a jurisdictional strike, but the employer, he has the police in his hands. He corrupts the courts and the police department and everything else.

Now, on the stand in Burbank, when I was being tried there, we brought policeman after policeman in who earned more from Warner Bros. in a few months than they earned the whole year while they was on the pay roll of Burbank. Those are in the records. I can give you affidavits for them. I am not talking out of my head.

There should be a law against that. You can't make a law against unions and not make it against the employers. The employers should—and there should be penalties, long terms, long jail sentences for employers who are caught giving gratuities to labor leaders. Just the same as there should be penalties for the labor leaders that accept that gratuity. Do I make myself clear?

Mr. KEARNS. Yes.

Mr. McCANN. Now, Mr. Chairman, at this point counsel for the companies has asked me to note Mr. Sorrell has made a lot of hearsay statements with respect to the police department. I am going to ask if he has any definite proof from records of the court.

Mr. SORRELL. I will be glad to bring you in affidavits and I will get the records from the—I think my attorneys can get the records from the court. Esterman, can you get the records of Lannigan and those people who testified? We will bring them in here and get them here. I will bring you the records and I will bring you the names of between 200 and 300 mostly police officers that received their money in cash from M-G-M, and you can put them on the stand and let them tell you on it.

Mr. KEARNS. That is all settled. The records will be brought. Proceed.

Mr. SORRELL. There is many ways that pay-offs can be made, anyways. For instance, I had a proposition offered to me one time, and Pat can verify this. We came to an agreement. The producers were going at that time to give me only 10 percent. I was asking for 20 percent.

Mr. KEARNS. That is an increase?

Mr. SORRELL. That is right, an increase. We compromised on a 15 percent, but we classified our people so it was a fair deal for me and it was a fair deal to the producer, and the deal was made.

But in between, and Pat wasn't there, the guy ordered Pat out of the office. He said, "Look, you know we can't give your people so much raise all at once. It makes my people dissatisfied, and so forth. We will give you retroactive pay covering the time you were on strike." This was the 1937 strike.

I said, "How can you do it? Everybody will say 'I didn't have these people working.'"

He says, "The producers have got a lot of jack. We will make a jack pot and we will hand it to you, and we will give you this money so that you can pay the people the 10 percent for the time they were on strike."

I says, "It don't sound good to me."

He says, "You know, I will call in Pat here and I will show you that that can be done." Pat was called in. The proposal was made that instead of the 20-percent raise that I was asking for that we would get 10 percent and they would make the jack pot and I would get \$56,000.

I says, "No; by the time I pay that all off I would come out lacking, and I don't like to handle money. I have had money a couple of times. It is a disease with me. I lay awake nights figuring on how somebody is going to get it, and somebody usually gets it."

He sent Pat out of the room again. He said, "Look, you damn fool," he said, "we would give you \$56,000, we will give it to you in dollars, nickels, dimes, credit, any damn way you want it, and if you give it to your people you are a damn fool, but we don't care."

Well, I didn't take it, you know. I make a report of it; I didn't hide it. I didn't do like the producers did at that time when they were paying this guy off presumably in millions, they kept still about it, they didn't tell anybody. They liked that pay-off. That was where the conspiracy came in. It was not them that got the guys out, it was not them that took out these racketeers, it was we in labor that did. It was we that brought that suit and we did get the producers on the stand and the producers had to admit it.

I am just giving you a little history of things. I figured out later that if I took the \$56,000 very legitimately, and gave it to the people as I was supposed to, the producers would make \$56,000 every 6 weeks for 2 years. Who benefits? It is a beautiful pay-off.

That is only a small thing. That was only for a thousand men, less than a thousand men at that time. Also this you will like, when you think about it: If I took the money and had not given it to the people and didn't say anything about it, the producers wouldn't say anything about it, but by God I would do exactly as they told me from then on, wouldn't I? And if I took the money and didn't do anything about it, and they put the pressure on me and I squealed, you know, they didn't bribe me, they gave me the money trusting me to give it to my people, so I would be a thief. You see how it works.

I tell you these things because I think you as an investigating committee are on the square. I think that you want to clean up some of these things and I think they should be cleaned up.

I will catch hell from the A. F. of L. bigwigs saying I should not be meddling in big-time union affairs, and I don't care, you understand. I got a good A. F. of L. card, and I want to keep that card, and you know that if some of the things that are practices at the

present time keep going on, eventually there will be a collapse and there will be a terrific collapse, there will be a revolution. There was a revolution in the IATSE when those guys were put out, and you say why? Wages were going up. Sure, as I explained the other day, hourly wages were going up but annual wages were going down. That caused a revolution, the A. F. of L. hollered CIO then. They had to say something, you know, they had to either say CIO or Communists or radicals. They have got to say something. And the people are very gullible. They take that stuff. I don't remember what the vote was. There were several thousand of us, I understand, that voted against these racketeering methods, and they didn't do that because they were CIO. However, I will admit that it was a beautiful spot for the CIO to come in.

Well, another thing: I think that your committee will be more or less remiss in its duty if it don't call in the group of the independent producers, and don't do it in a wishy-washy style. Make them answer the questions. They don't want to answer because they are scared to death, not of the IATSE but of the major producers, because there are so many things can happen to a little independent, not so much from the IATSE as it is from the producers, and find out why they had to close their studios during this time when we were willing to do the work, find out whether they were ordered not to hire any more CSU people, find out that they could not make pictures on the kind of wages they had to pay if they hired these replacements, and find out how they had to put on supervisors or superintendents. They did do it. Oh, what a racket. Give me a chance to say to all of these independent people, "You put on a guy here to run our men or I will close you up, and you put him on at two hundred to two hundred fifty a week." I can get all kinds of bums in here for seventy-five or a hundred and divvy up.

These are things that are happening. Labor relations in the studios today are the most putrid of any place in the world. That is why all the trouble is. That is why all these people are staying out. You have got a job to do. I hope you can do it well, and I will help you.

Mr. McCANN. Have you any other legislative suggestions, Mr. Sorrell? You have given us only one.

Mr. SORRELL. Well, no. I have given you—you take it as one. I thought it was several. I said—

Mr. McCANN. Yesterday you proposed that it was important that we should do away with dictatorship and give the union members a voice. Today you have proposed a second thing.

Mr. SORRELL. Now, wait a minute. I think you have got a little muddled. I mean I have got you a little muddled and you have got me a little muddled. The dictators I am not afraid of. I am not afraid of dictators so much as the pay-off. But put the people on their own; let the unions make their own rules pretty much; and, of course, I don't desire—I don't think it is right that you can go and pick a guy from Nebraska or Missouri or Pennsylvania and bring him in here to run labor in the motion-picture industry. You see, I don't think that is right, and I don't know what kind of legislation you are going to get; I don't know about that kind of legislation.

Mr. McCANN. Well, what practical legislative suggestions do you propose so that we may know just what you think should be done legislatively to help clean up a situation like this?

Mr. SORRELL. One, I think that the employer and the union representative, let's put it that way, because I don't think you can make class legislation, I think that the employer and the union representative should both be penalized, not by fine, because fines don't mean anything where there is so much money involved—not by fine, but by jail sentence, where they give the union representative money, where they give him swell jobs for what he has done for them, where it can be proven that there has been a conspiracy by which the union representative benefits at the expense of his men, and in order to do that you have to make it pretty tough.

When I quit this job or get kicked out, we all have to stand an election and you may get kicked out, I intend to go back to work at the studios. I quit one time in 1941. I thought I had everything fine. I had all of my enemies out of the picture at that time. I had just succeeded in having my LATSE enemies in jail, my enemies in the Central Labor Council we had thrown out. I had everything under control. I said, "What a beautiful spot now, I will quit." I resigned. I tendered my resignation, and they refused to take it, but I said, "You can lead a horse to water, but you can't make him drink, so I am going to work." I didn't show up at the office, I had a lot of things to do, and Dave Garber, who was then the studio manager at Universal City, called me and he said, "Is this a fact that you have quit?"

I said, "Yes."

He says, "Well, come on and go to work."

I said, "Oh, no, Dave, not at your request. I might go in there and replace some painter. If your boss painter needs a man, he knows my address and I will be glad to come at his request, not at yours."

Well, of course, I got a call from the boss painter, and I said to him, "Now, look, nobody is to be replaced because I go in."

"Oh, no; we are busy."

Then I went in. I went to work. They held a meeting and they finagled me back on the job. I worked in the evenings, but they called me and they said, "Everybody has his price" and so forth and so on, and I made the price out of this world, so I didn't think they even could pay it, so that it was impossible, I thought, and they met the conditions, so I had to get back in this job and I have been stuck with it ever since.

But what I am trying to get over to you is that if you can stop the pay-offs, if you can stop the pay-offs and they can be made in many ways—well, the thing kind of clears itself up.

Take all the high profit out of these jobs, and I tell you it isn't a very good job.

Mr. McCANN. Mr. Sorrell, I think you have touched on one of the gravest problems that we have in the country, and that is the conspiracy between some industries and some labor leaders, by which the people of the United States are made to suffer and pay a terrible price, and I think that you have also hit a very important point when you say there is only one way to break it, and that is jail sentences.

One of the unfortunate things, I believe, in our law, Mr. Chairman, is the fact that corporations can be fined, but corporations can't be sent to jail. Union leaders can be fined and sent to jail.

Mr. SORRELL. And we do get sent.

Mr. McCANN. But corporations can't be sent to jail. They can be fined only. I think that we must get an answer to this problem, and that officers of corporations who sleep in the same bed with unprincipled labor leaders should go to jail with them.

I think that that is going to be the cure of some of these problems.

Mr. KEARNS. For the record, Mr. Sorrell, when you started out here in your role as president, also as business agent, did the producers help you to get organized in your particular activity?

Mr. SORRELL. They sure did not. All they have done is shove me in jail and kick me around.

Mr. KEARNS. All I want to know is, did they ever help you get organized?

Mr. SORRELL. If I have the time, I can explain.

Mr. KEARNS. Just yes or no is all I want.

Mr. SORRELL. No; the producers did not help me in any way.

Mr. KEARNS. When did your organization decide to strike before the date that you did go out, which, if I recall correctly, was July 2—isn't that right? How long before July 2 did you decide to go out?

Mr. SORRELL. Well, I don't have the minutes and I don't have the exact date, but I can get it for you.

Mr. KEARNS. I mean, was it a long period before or a short period before? I mean, had it been contemplated for a long time?

Mr. SORRELL. It was contemplated, because we were in negotiations, and we were not getting any place.

Mr. KEARNS. Then the strike was contemplated?

Mr. SORRELL. Oh, yes; I think the strike was authorized maybe a month or 6 weeks before, if it was necessary. The way these things are taken care of in our union is that the boys are called to a special meeting and the problem is laid out before them, and then they put it in the hands of the committee, and usually the committee is elected from the membership, and I don't have the power to do it, like some labor leaders. It is a committee which is responsible then for either taking the people out or obtaining what they want. That is a definite—

Mr. KEARNS. They generally follow the leadership advice though, don't they?

Mr. SORRELL. Sometimes they do and sometimes they don't. Most of the times they do.

Mr. KEARNS. That is customary, isn't it?

Mr. SORRELL. Yes; but I have been turned down. I think I testified here the other day, when they first brought in the undesirable machinists, when they first brought them in, it was my very firm stand that we should not—I said then, "If you let them get away with this, you will all be on the street before the year is out," and that was very positive, but they overruled me.

Mr. KEARNS. There was something yesterday I didn't get quite clear, in your figures. Can you tell me in round figures the total number of members of all your unions that were out on strike at the beginning of the strike and how many are out now?

Mr. SORRELL. No; I can't tell you in round figures. I have to break it down, union by union.

Mr. KEARNS. Could you get me that?

Mr. SORRELL. I can get you that; yes.

Mr. KEARNS. I would like to have the total number, we will say as of the first day of the strike, and as of the 15th of August.

Mr. SORRELL. I can say this, that everybody came out 100 percent. Since then there have been unions like IBEW 40, which were taken over by the international and they sent their people back. A good number of their people are back now.

Also that applies to the janitors, also the story analysts, a little group of people that we couldn't figure were helping us in any way but were being hurt by being out. We released them. I went up to Pat, and I told Pat—he can testify to this. And a few of these little groups are gone. Well, we have over 90 percent of the people out. I can give you the exact—and the carpenters have 98 percent of their people out.

Mr. KEARNS. Well, will you just sort of compile those figures for me?

Mr. SORRELL. I will. I will get them. I will have my secretary get those.

Mr. KEARNS. Did you ever make a statement—I have heard this and I wonder if you did say that, that if you had the authority to decide on a settlement of this strike, that you would be glad to get out of the picture?

Mr. SORREL. Brother, I have made that statement so many times, and what a relief it would be to me if I could be the one guy that could make a deal for everybody. I would be so happy, because I want to quit this job anyhow. I would like to live for Herb Sorrell a little bit, you know.

Making a living never bothered me, because if a man does a job and does it well, he gets paid for it. Jobs don't bother me, and I like to paint, I like to make dirty things look nice and clean and pretty. It is a fact, I like to do it whether I get paid for it or not. I like to have a little time.

I have got an airplane out here that is being fixed up, I crashed it but it is being fixed up, and I like to get in that and fly up to Oakland and see my grandchildren and come back again and have Saturdays and Sundays off. It would be wonderful.

Mr. KEARNS. Well, I just wanted to verify that. Now, Mr. Sorrell, there is one statement you made when you were on the stand at first, which it is your privilege to make, pertaining to the Taft-Hartley bill. I just wanted to clear one thing for the record. It was never the contention of this Congress that the bill—and I was on the committee that drafted the bill—that this law was perfect, remember.

In other words, we put labor legislation on the books because we felt it was needed, and we have been very insistent with every person that has been on the stand here and all the committee out representing the Labor Committee in all the phases of the investigation are requesting suggestions just like we have requested of Mr. Sorrell here.

In other words, anything we can do in Congress to rewrite the bill to make it more workable and take out things that are not feasible, not functional, that is what the Congress wants to do.

In other words, we want to put into the bill what will function for the best interests of the public, and also for labor and industry.

But you must remember as a labor leader or a man who is president of an industry might write a policy which would be quite important

to the corporation or to the union, and that policy may not be the thing which is best from the standpoint of the corporation or of the union, but you have to work on that, and after it works once, you can find where the bugs are and take the bugs out of it.

Mr. SORRELL. Now, the terrible thing about the Taft-Hartley bill is that it outlaws the closed shop. I know how you think and you must know how I think, and the closed shop is a necessity for labor and for management to function right.

Before we had a closed shop in the painters, and we had to fight for it, the producers didn't give it to us, we went out on strike and won our own, and we didn't have it signed and posted, but prior to that time the boss would have his uncle come here from Chattanooga or Jerusalem or Ireland or some place, and he would put him in the paint shop.

We would have to work with the guy and we had to teach him, and we had no apprentices, didn't need apprentices; we had plenty of lugs.

Real mechanics like to do a job and do it smoothly and good. It is a satisfaction that is not really a money satisfaction, and you could do that under those circumstances.

We got the closed shop and then it didn't matter whether your eyes were blue or grey or whether your skin was yellow or white, if you could do the work, if you were an artist, you got the job, and when you finished you had something.

Now, it is absolutely necessary to have a union in an industry like this, because I will give you an example.

Mr. KEARNS. I agree with you there. There is no question about that.

Mr. SORRELL. But it is necessary to have good strong unions. I went up to Eddie Mannix one day to get some lockers for the painters. They had been 2 years trying to get some lockers. Our painters go and come in their good clothes, they don't come and go in their old clothes. We don't want that kind of riff-raff.

I told Eddie, "I have got to have some lockers for those painters".

He said, "That is a small thing." He picked up the phone. He said, "Build those painters 50 more lockers down there." He said, "You don't have to make a trip out here for that."

I said, "Look, they have been trying to get them for 2 years."

He said, "Why didn't they tell the foreman?"

I said, "They did."

He said, "Why didn't somebody speak to me?"

I said, "Nobody speaks to you. You don't know a painter in the place."

He said, "I think I do."

I said, "I don't think you do. You don't even know the boss."

He said, "I think I do."

I said, "What is his name?"

He said, "Oh, yes. His name is Ernie Tate."

I said, "That is fine. Ernie Tate got canned here 4 years ago."

Ask Eddie. I have to have that contact.

Mr. KEARNS. That is where management is wrong. They should know their men.

Mr. SORRELL. Let me tell you something else you did in the Taft-Hartley bill that is wrong. You say in there you exclude foremen.

We know you are not going to exclude our foremen. We know there is a way of getting around that. There must be, because the foremen don't want to be excluded, because we make contracts—by contracts, we raised the wages of the assistant foreman to where the assistant foreman got more than the head of the department?

Mr. KEARNS. We went through all that when Mr. Freeman was on the stand. Don't you remember? I questioned him about that.

Mr. SORRELL. I made Columbia pay a guy 6 months' retroactive pay, to catch up with his assistant. Is there any reason why the foreman shouldn't belong to the union?

Mr. KEARNS. We went into that. My expression is in the record on that.

Mr. SORRELL. I have gone over the half hour.

Mr. KEARNS. You are a little over. Do any of the counsel have questions?

Mr. LUDDY. No.

Mr. McCANN. Any questions?

Mr. PRICE. No.

Mr. McCANN. Mr. Sorrell, you are excused.

Mr. KEARNS. Thank you, Mr. Sorrell.

We stand in recess for 5 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

I want it fully understood in the hearing room as we begin the IA phase of this testimony that we will have absolute good order. We are hearing all phases of this problem here. I know that any expression from the spectators will be a reflection upon the organization headed by other leaders who have talked here, including Mr. Sorrell, Mr. Cambiano.

I want to announce now, so there will be no question about anything, if there is any courtesy in this courtroom, I will have to ask those causing any disturbance to leave the hearing. I know Mr. Sorrell and Mr. Cambiano would not want it. I expect you to cooperate with me.

Mr. McCANN. Mr. Chairman, before we start I want to say again that at the recess a problem was raised by counsel for the IA and by counsel for the producers, that my comments with respect to the legislative proposals of Mr. Sorrell were taken as dealing with the producers of motion pictures.

I think I made it clear and definite that our investigation has covered the United States, and we have run into many situations where there seems to have been a conspiracy between certain labor leaders and certain industrial leaders. I want it to be understood I was referring to our national situation and not to the producers.

Mr. KEARNS. I took it as such.

Mr. McCANN. That is the way I meant it, sir.

Secondly, I have here a statement by counsel, Mr. Price, of the producers, in which it is said—and I want the record to show this—

The producers wish the record to show their protest against the generalized, unsupported, unverified statements and charges Mr. Sorrell has been permitted to make on the witness stand.

Now, Mr. Chairman, Mr. Sorrell has furnished an affidavit which I now offer for the record. I will ask this to be reproduced as an ex-

hibit in the appendix. It is an affidavit by Rex L. Zimmerman. I understand he was a member of the Culver City police force. I haven't had a chance to read it. There is no objection. Mr. Sorrell showed it to me, and I told him it was all right.

(The affidavit referred to will be found in the files of the committee.)

Mr. McCANN. Mr. Levy, if you are going to take charge—

Mr. LEVY. Yes, sir; with Mr. Luddy's association. The international president of the International Alliance of Theatrical Stage Employees is Mr. Richard F. Walsh. Mr. Walsh is here and pursuant to subpoena and desires to take the stand.

Mr. KEARNS. No objection.

Mr. LEVY. I should like, if I may, to occupy with Mr. Luddy the same place at the counsel table next to the counsel for the committee that other counsel have been permitted when their witnesses have been presented to the committee.

Mr. KEARNS. No objection.

Mr. COBB. I would be very happy to change seats with the gentleman.

Mr. KEARNS. Mr. Walsh, do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. WALSH. I do, sir.

Mr. KEARNS. Take the chair.

TESTIMONY OF RICHARD F. WALSH, INTERNATIONAL PRESIDENT, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, NEW YORK, N. Y.

Mr. McCANN. Please state your name, your address, and your occupation.

Mr. WALSH. My address here in Hollywood, sir?

Mr. McCANN. Wherever your permanent address is.

Mr. WALSH. Richard F. Walsh, 630 Fifth Avenue, New York City. Telephone Circle 5-4370.

Mr. McCANN. What position do you occupy with the IATSE?

Mr. WALSH. I am the international president.

Mr. McCANN. How long have you been international president of this organization?

Mr. WALSH. Since November 1941.

Mr. McCANN. How long have you been a member of this union?

Mr. WALSH. Since the year 1917.

Mr. McCANN. Would you briefly give us the experiences which you have had as a member of the IATSE? In other words, give us your labor experience so we may have a picture of your background.

Mr. WALSH. I joined the IATSE as an apprentice boy in 1917. I served 1 year as apprentice, and then entered the United States Navy in the First World War.

I served a little over a year in the United States Navy and came back out and finished my apprenticeship of the third year with local No. 4 in Brooklyn, N. Y., as a stage employee, classified as an electrician.

I served as an electrician in various theaters in Brooklyn and also traveled on the road with productions. I then was elected as the president of Brooklyn local, No. 4.

Mr. McCANN. What year?

Mr. WALSH. I think it was the year of 1924.

Mr. McCANN. Proceed.

Mr. WALSH. In the year of 1925 or '26 I was elected as the business representative of that local union. I continued in that position and was elected as an international vice president of the IATSE in the year of 1934.

In the year of 1937 I went on the road for the IATSE as the vice president and resigned my position as business agent of the Brooklyn local.

I continued on as vice president of the IATSE, working on the road for them, until the year of 1941 when I was elected by the executive board to fill the unexpired term of the president who had been put in jail.

In the year of 1942 I went to the IATSE convention in Columbus as the president, still having 2 years to go to finish out that term.

I recommended to the convention that the term of office, which was 4 years, be reduced from 4 years to 2 years, and that myself and all officers of the IATSE who had to fill out the unexpired term should resign, and that we should stand for election at that convention. We did that.

I had two opponents at that convention and that election. I was elected by the membership of the IATSE as the president.

Two years later we held a convention in 1944, and I again stood for reelection as president of the IATSE against one opponent, and was elected at that convention.

In 1946 we held another convention. I again stood for reelection against one opponent, and was elected as the president of the IATSE for that convention.

The convention I mentioned in 1946 was held in the city of Chicago. I think a very interesting convention because more forces than forces of the IATSE were trying to defeat me for the presidency of that organization. The forces which I have been listening to here for several days were very active in the campaign to try to defeat me for the presidency in Chicago in 1946.

It is rumored that the CSU spent some \$10,000 to try to defeat me. We had close to 1,100 delegates at that convention.

At all times that the convention was in session the press was sitting there, listening to everything that was going on. At the time of the nomination the press and everybody that wanted to come into the hall was sitting there.

At the counting, at the time of the counting of the votes—it is our procedure to let each opposing candidate—it is procedure to let each opposing candidate pick a watcher to stay in the room at the time the votes are counted. The press also wanted to know if they would have the privilege of sending a watcher in there to watch the counting of the votes. And they were told to pick out a man and they could watch the counting of the votes. So we had the press in there while the votes were being counted.

I tell you this story because I have heard here that the IATSE is not a democratic organization, and that nobody seems to get elected in the IATSE. As the record will show, I was elected in that convention and everybody had a chance to look at the votes, to handle

the votes, to count them if they saw fit; and I was elected president.

That, sir, is my labor history up to date, as far as being elected and as far as joining the IATSE. I would also like to state that from the time I started to serve my apprenticeship in the IATSE, outside of the time I have been in the United States Navy, during the First World War, that I have been in no other business; that I have no outside interests; that I have no salary, only the one that is paid by the IATSE; that I have no investments which I receive an income from; that I have received no money from any producer, any employer, or anybody but the people I work for, and they are the IATSE; and that I defy any man in this room or woman, including yourself, sir, the counsel, and you, the chairman, and Herb Sorrell and anybody in these United States to prove at any time in any place that I have received any money from anyone. I think that is a pretty plain statement.

Mr. McCANN. Now, will you tell us the organization of the IATSE with respect to the other officers? First, tell us what is your salary as president of the IATSE.

Mr. WALSH. \$20,000 a year. The other officers of the IATSE are elected, the same way as I am.

Mr. McCANN. Who are they?

Mr. WALSH. They consist of the general secretary-treasurer, nine vice presidents, three members of the board of trustees, delegates to the American Federation of Labor, and delegates to the Dominion Trades and Labor Congress of Canada.

Mr. McCANN. Do you have a copy of the constitution and bylaws of your organization with you?

Mr. WALSH. There is one we can submit.

Mr. LEVY. I have it, sir.

Mr. McCANN. Would you indicate the sections which cover the powers of the president of your organization in that constitution?

Mr. WALSH. I believe that the attorney there can point them out to you, sir; he has it right there.

Mr. McCANN. I note that the constitution and bylaws of the IATSE, which I hold in my hand, is called the thirty-ninth edition and that it was effective July 27, 1946. Is that your latest constitution and bylaws?

Mr. WALSH. Yes, sir.

Mr. McCANN. Has it been modified in any way since 1946—July 27, 1946?

Mr. WALSH. No. Our constitution and bylaws are changed at our conventions. That is the year of the 1946 convention.

Mr. McCANN. That was the last convention?

Mr. WALSH. Yes, sir.

Mr. McCANN. Now, are your powers as international president set forth fully and accurately in article VII of the constitution?

Mr. WALSH. I would say that is the constitution and I would say they are; yes.

Mr. McCANN. Where does this section with respect to his powers end?

Mr. LEVY. The constitution has to be taken as a whole. The article with respect to the international president is article VII. The constitution should be read as a whole in order to get an accurate picture.

Mr. McCANN. In other words, article VII does not cover all of the powers of the international president; is that correct?

Mr. WALSH. I would say that inclusive of the whole constitution covers his powers and it is his duty to live up to the constitution.

Mr. McCANN. Mr. Chairman, I ask that article VII, which includes a number of sections, be reproduced in the appendix as an exhibit. I don't want to put it in the body of the transcript.

Mr. KEARNS. Mr. Counsel, in fairness to the witness, if there is any question of the entire constitution and bylaws covering the duties of the president, I think we should have the whole—

Mr. LEVY. I think so, too. I would like to request, sir, that you put the whole constitution in.

Mr. KEARNS. Yes. I think that is fair.

Mr. WALSH. We think very highly of it. We would like to have it in here.

Mr. McCANN. If you will pardon me, as a representative of the Congress, there are 160 pages in the constitution. Now, I think it would be very unjust to the people of the United States to reproduce the entire—

Mr. KEARNS. No, no.

Mr. McCANN. Constitution as a printed document in our printed records. Now, I have asked that as a part of our printed record this article VII appear.

Mr. KEARNS. But the entire constitution and bylaws can also be in as—

Mr. McCANN. A reference exhibit.

Mr. KEARNS. Reference exhibit. No objection.

Mr. LEVY. Mr. Chairman—

Mr. WALSH. Just a minute, Mr. Levy, please. I think that this record, sir, has been cluttered up pretty well with a lot of other things, and no reflection on your chairmanship because you have done a fairly good job.

If the counsel wants to write in one section that will be carried with the record and not the rest, I think that he should write all of it in there, so that the people who read it after we have long passed on will know what this hearing was all about.

Mr. McCANN. Mr. Chairman, I renew my motion that article VII be received as an exhibit, to be reproduced in our record in the appendix, and that the entire volume be received for reference purposes. I have never yet reproduced a volume of bylaws and constitution of a union in a congressional record, because it is a huge expense.

Mr. KEARNS. Do you recall how we handled the musicians' union constitution?

In Washington, how did we handle that?

Mr. McCANN. Mr. Chairman, the entire constitution and bylaws of the Federation of Musicians was received in evidence as a reference exhibit. The powers, duties, and responsibilities of the president, Mr. Petrillo, were questioned and he answered the questions as we read the constitution section by section.

Mr. KEARNS. I will rule this way: I will accept your motion to put article VII in and reserve the right to incorporate the entire copy if I deem it wise.

Mr. LEVY. May I say something, sir? The IATSE has been accused of being a nondemocratic union. You cannot and the public

records cannot properly determine whether that accusation is or is not false unless the entire constitution and bylaws of the organization are studied by counsel and the committee, and the public for that purpose.

(Article VII of the IATSE constitution is in the appendix as exhibit No. 17. The entire constitution and bylaws referred to will be found in the files of the committee.)

Mr. COBB. May I ask this, Mr. Chairman: We are buying the daily transcript. Do I understand that will be published in the appendix or we will have to pay—

Mr. KEARNS. Counsel just asked for the appendix, that is all.

Mr. LEVY. As long as it is in the public record.

Mr. KEARNS. Yes.

Mr. LEVY. I will be glad to supply Mr. Cobb with a copy of this. As a matter of fact, every local union of the 950 local unions has a copy, every delegate to the convention has a copy, and most of the thousands of members have copies. It is printed for that purpose.

Mr. KEARNS. All right. So ordered.

Mr. McCANN. Do you have the power, sir, as president of your union, to take over any local which you desire and to appoint an administrator?

Mr. WALSH. That power is specified in the constitution, with the consent of the international executive board. I have not the personal power to take them over. I must get the consent of the international executive board.

Mr. McCANN. How many are on your international executive board?

Mr. WALSH. Eleven. Nine vice presidents, the general secretary-treasurer, myself.

Mr. McCANN. Who is the general secretary-treasurer?

Mr. WALSH. William P. Raoul.

Mr. McCANN. Where is his office?

Mr. WALSH. At 630 Fifth Avenue, New York City.

Mr. McCANN. He isn't present, is he?

Mr. WALSH. No, sir; he is not.

Mr. McCANN. Do you have any vice presidents with you, sir, here?

Mr. WALSH. There are two vice presidents in this city.

Mr. McCANN. Who are they?

Mr. WALSH. Carl Cooper and William Barrett.

Mr. McCANN. Is Mr. Barrett present?

Mr. WALSH. No, sir; I don't see him.

Mr. McCANN. Is Mr. Cooper present?

Mr. WALSH. No; I don't see him, either.

Mr. McCANN. We may want to examine them later.

Mr. LEVY. If you wish, we will produce them.

Mr. McCANN. That is fine. Now, what are the conditions, if any, which restrict you in taking over a local of your union? Are there any conditions or prohibitions which limit you in taking over a local?

Mr. WALSH. There is quite a routine you have to go through, according to the constitution and bylaws. First of all, there has to be a reason for taking it over, and it has to be a very grave reason.

Secondly, you must have the consent of the general executive board.

Thirdly, you must notify the officers of the union.

Fourthly, you must hold a hearing, by a hearing officer, and then on his report the president has the right to act to continue the emergency or to wipe it out.

Mr. McCANN. Yesterday there was testimony, which I would like for you to have an opportunity to explain or refute, to the effect that an election was held by a local here in which they decided that they would not go through a picket line. And as I recall the testimony, on the following day the local was taken over by your representative. Is that correct?

Mr. WALSH. What testimony, sir, are you referring to? Is it Johnny Martin's testimony?

Mr. McCANN. I am not sure whether it is Martin or another one. I understand you had taken over two locals. I think one is 44. I am not sure about that. And the other was this 683.

Mr. WALSH. Which one, now?

Mr. McCANN. Now, on local 44—

Mr. KEARNS. Let's have the direct testimony, in fairness to the witness.

Mr. McCANN. Mr. Chairman, I can't go back to the testimony and find that in the record, because I left my record, except for yesterday's testimony, at the hotel.

Mr. KEARNS. We will get another book. It is only in fairness to the witness. He asked for the direct reference. That is what I am interested in.

Mr. WALSH. Mr. Chairman, if you will permit me, and if he will agree with me that the local union that he is talking about is local 683, the laboratory technicians, I will answer his question.

Mr. McCANN. Let's take local 44 concerning which someone testified a few days ago, either yesterday or a few days ago; you had taken their control away from the officers and put, as I recall it, Mr. Brewer in as your personal representative. Is that true?

Mr. KEARNS. Mr. Counsel, I would like the name of the person that testified that way.

Mr. McCANN. Mr. Chairman, I don't remember.

Mr. KEARNS. Let's find out who it is. Don't we have any record here?

Mr. ESTERMAN. William Magginetti.

Mr. McCANN. I am informed it was William Magginetti.

Mr. KEARNS. I want that direct so we can refer to the exact testimony.

Mr. WALSH. I can answer this, sir, this way: We took over local 44 under the emergency powers of the Alliance. We complied with every section in the book, and it is quite a long record, as to how local 44 was taken over. It has gone through the courts here. We have been sustained in our action. And I think the best explanation would be if you took the court records and our records and went through them. They would give you a very thorough explanation of that.

Mr. McCANN. Have you a record of that?

Mr. LEVY. Yes.

Mr. McCANN. Is that one of the records you gave me?

Mr. LUDDY. Yes.

Mr. McCANN. I ask that that be received in evidence as a reference exhibit.

(The pleadings referred to will be found in the files of the committee.)

Mr. McCANN. Mr. Chairman, so we may have an orderly procedure here, I will ask at this point that Mr. Levy read the declaration of an emergency on local 44.

Then I will ask Mr. Luddy, who handled that for Mr. Walsh, to describe it.

First of all, I would like for you to swear in Mr. Levy. Mr. Luddy has been sworn, I believe; haven't you?

Mr. LUDDY. Yes.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. LEVY. I do.

TESTIMONY OF MATTHEW M. LEVY, ATTORNEY FOR INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, NEW YORK, N. Y.

Mr. McCANN. State your name, your address, and occupation.

Mr. LEVY. Matthew M. Levy, 225 Broadway, New York City; Barclay 7-5540; special counsel to the IATSE in the Hollywood labor situation.

Mr. McCANN. Now, will you please read the declaration of emergency?

Mr. KEARNS. Pardon me. I thought in case there would be any question about it, that there are a couple of attorneys back here and we might as well swear the whole crew in.

Mr. McCANN. For his organization?

Mr. KEARNS. No, sir. They have been representing people here and they are the only two gentlemen not sworn.

Mr. McCANN. Mr. Chairman, I don't think we are going to ask them any questions. I don't think it is necessary to swear them.

Mr. KEARNS. All right.

Mr. McCANN. Mr. Levy, will you read from the record the declaration of emergency which you say was created with respect to local 44?

Mr. LEVY (reading) :

1. An alleged strike has been and is being conducted in the Hollywood studios by Screen Set Designers, Illustrators and Decorators, Local 1421, of the Brotherhood of Painters, Decorators, and Paperhanglers of America.

2. Such alleged strike was and is supported by the so-called Conference of Studio Unions, which was and is antagonistic to the jurisdiction of the International Alliance and was engineered, and was and is conducted so that the carpenters, electricians, machinists, and two or three other crafts would have an excuse in wartime and in violation of their no-strike pledge to withhold their members from the studios for the purpose of infringing upon and taking away from the jurisdiction of various local unions affiliated with the International Alliance in the west coast studios and elsewhere employment to which such local unions are justly and lawfully entitled.

This was the 1945 strike.

3. The said alleged strike has been held unlawful and improper by the president of the American Federation of Labor and the international president of the Brotherhood of Painters.

4. At a meeting held on March 27, 1945, of the membership of local 44, a motion was passed that members of local 44 should not work out of the jurisdiction of their craft, notwithstanding official instructions issued in the best interest of

the International Alliance and of local 44 not to aid directly or indirectly the strike called by said painters' local 1421, and to do all such work as may be necessary to keep going the production of motion pictures.

5. A number of members of local 44 have, pursuant to such motion, refused to do such work as directed by the employer, with the consent of the duly authorized union officials.

6. Such decision and conduct of members of local 44 were disloyal to the best interests of local 44 and other affiliated local unions and of the International Alliance and its membership as a whole, and were intended to and did give aid and comfort to the enemies of the International Alliance.

7. Such decision and conduct on the part of local 44 and its members are an interference with the organization of the International Alliance and its endeavors by unity of action to secure appropriate benefits to the members of the Alliance and to assure employment of the members of the Alliance.

8. The members of local 44 have thus breached their duty as members of the Alliance and have been guilty of acts detrimental to the Alliance and reflecting discreditably upon the Alliance.

9. On or about March 28, 1945, a petition was presented to the international president by the unanimous decision of the executive board of local 44 urging the international president immediately to declare a state of emergency and to place local 44 under the supervision of the International Alliance.

Mr. McCANN. Now, may I ask what you are reading from, sir?

Mr. LEVY. I am reading from a complaint in the Superior Court of the State of California, in and for the county of Los Angeles, filed by the law firm of Katz, Gallagher & Margolis, as attorneys for a number of individual persons, I think 13 or 14 in number, suing the International Alliance and its president and officers for the purpose of obtaining an injunction declaring the emergency invalid.

Mr. McCANN. Now, do you know, and if you do know, can you state, who composed the declaration that you just read?

Mr. LEVY. The substance of it was composed by Mr. Walsh. The legal phraseology is mine.

I understood you wanted Mr. Luddy to tell you what happened in the lawsuit.

Mr. McCANN. Yes. I will pass Mr. Luddy this file. Is this the file you want?

Mr. LUDDY. Yes.

Mr. McCANN. Tell us step by step what happened.

Mr. LEVY. That paper which I read was served by telegram upon local 44 and its officers and the hearing was subsequently held.

Mr. KEARNS. At what date, for the record?

Mr. LEVY. Mr. Luddy will be able to give you that date.

TESTIMONY OF MICHAEL G. LUDDY—Recalled

Mr. LUDDY. Following the taking of the procedural steps with respect to the declaration of emergency in local 44, as has been outlined in the testimony and the statement made, an action was instituted by some 13 or 14 members of local 44. That action was referred to by Judge Levy in his descriptive statement of the complaint, from which he was reading, and which I might say is No. 402,132 of the records and files in the office of the clerk of the Superior Court of the State of California, in and for the county of Los Angeles.

The petition for a temporary restraining order was denied. A petition for temporary injunction was denied. The matter came to issue, and was set for trial.

When it was set for trial, we, representing the defendants, interposed an objection to the introduction of any evidence upon the ground

that the complaint did not state a cause of action. That matter was argued by counsel on both sides before Judge Stevens for a total of some 6 days. Judge Stevens sustained our objection and entered a judgment dismissing the complaint, upon the grounds it did not state a cause of action and it couldn't be amended to state a cause of action.

Thereafter, the plaintiffs in that action took an appeal to the District Court of Appeals in the State of California, in and for the Second District. Briefs were filed and the matter argued orally.

Mr. McCANN. You mean the circuit court of appeals?

Mr. LUDDY. In our State procedure, our intermediate appellate court, between the superior court and our supreme court, is called the district court of appeals.

Mr. McCANN. I beg your pardon. I thought you were referring to the Federal court.

Mr. LUDDY. No. As I say, briefs were filed by both sides and the matter was argued orally in the district court of appeals.

In a matter of a month or so the court rendered an opinion. I am not able to give into the record that citation. I wish I might furnish it and have it inserted by the court reporter when I give it to her later—the official citation; where the case is reported.

Mr. McCANN. You can do that later in the day.

Mr. KEARNS. No objection.

Mr. LUDDY. Under the procedure in California, after the district court of appeals has rendered a decision, in order to get into the supreme court of this State it is necessary to file a petition. In fact, the procedure is similar to that of getting from the circuit court of appeals into the Supreme Court of the United States.

The plaintiffs in this action, after the appellate court had affirmed the judgment of the lower court, filed a petition with the supreme court of this State asking for a hearing, to which we filed an answer and very promptly the supreme court unanimously denied a petition for hearing in the supreme court.

That is the brief summary of what happened in the litigation to which reference has been made.

Mr. McCANN. I am requested by Mr. Esterman to ask you a question about that. Is it not true that the 13 or 14 men who brought this suit also went to the NLRB complaining that the employers had illegally discharged them at the request of the IATSE, and that the NLRB found this to be a fact?

Mr. LUDDY. I can very honestly answer that "No," and still it wouldn't be a full answer.

The way the question is worded, there are two premises in there. In the first place, the NLRB has never made any determination on the matter at all.

As you know, Mr. McCann, it was introduced in evidence here the other day. It has gone to the point of a report—an intermediate report by the trial examiner.

Briefs have been filed and the matter is before the National Labor Relations Board, and no decision of any kind by the National Labor Relations Board has even been rendered on the subject.

Mr. McCANN. In other words, the distinction between your answer and his question is that there was a trial examiner's report finding for the employees, I believe, and you took an appeal from that to the National Labor Relations Board; is that right?

Mr. LUDDY. That appeal is now pending.

Mr. LEVY. The further distinction being, or can be made, that the premise of the question that the record called to Mr. Luddy's attention can be declared wrong.

Mr. LUDDY. There was a claim and no finding I know of—they were expelled. That they were discharged at the request of the IATSE—is that embodied in the question?

Mr. McCANN. Let's ask the question again, Mr. Chairman, so it may be clear. This is Mr. Esterman's question: Is it not true that the 13 or 14 men who brought this suit also went to the NLRB complaining that the employers had discharged them at the request of the IATSE?

Mr. LUDDY. Let's stop. That can be answered "Yes." That is a charge they made.

Mr. McCANN. I think you answered that the trial examiner found for these 13 or 14, and that there is an appeal pending before the Board, which has not been decided.

Mr. LUDDY. That is correct.

Mr. McCANN. Mr. Chairman, may I suggest that counsel should break down their questions, if possible, so I won't have the problem of presenting questions which create discussion.

Now, does that finish your statement, sir?

Mr. LUDDY. Yes, sir.

Mr. McCANN. Mr. Walsh, are you satisfied that the record so far covers the taking over of local 44?

Mr. WALSH. Under the emergency; yes.

Mr. McCANN. All right. Now, there is still another local that you took over. Which local is that?

Mr. WALSH. Local 683, Laboratory Technicians.

Mr. McCANN. Now, may we do the same thing, Mr. Chairman, with local 683, if there is a record?

Mr. KEARNS. No objection.

Mr. McCANN. Now, will you proceed and read that complaint, or whatever you call it, please, Mr. Levy, of local 683?

Mr. LEVY. This is dated October 15, 1946, and this refers to the 1946 strike, as local 493 refers to the 1945 strike.

A Western Union telegram to each of the officers of local 683 [reading]:

Whereas an affiliated local union of the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada, to wit, local No. 683, of Hollywood, Calif., and certain of its officers and members have committed certain acts and undertaken a course of conduct in violation of the international constitution and bylaws, of the decisions of the thirty-eighth convention and of the general executive board of the alliance, and of the directives of the international president, which acts and conduct are disloyal and detrimental to the alliance and are subversive of the alliance; and

Whereas reliable and creditable information has been brought to the knowledge of the undersigned, Richard F. Walsh, the international president of the alliance, indicating that a condition exists in said local No. 683, whereby the actions of certain of the officers and members thereof have endangered and do endanger the property rights of this alliance, of said local No. 683, and of other affiliated local unions and of individual members thereof; and

Whereas, because of the imminence of irreparable injury thereto, the ordinary procedure prescribed by the constitution and bylaws of the alliance would, in the opinion of the international president, prove too slow, cumbersome, and inadequate completely to protect the rights and interests so endangered.

Now, therefore, the international president, pursuant to the constitution and bylaws of the alliance, and pursuant to article 7, section 16, subdivision (b) of

the constitution of the alliancee, and pursuant to the decisions of the said convention and of the general executive board of the alliance, and with the unanimous consent of the general executive board having been first obtained, does hereby declare the existence of a state of emergency in said local No. 683.

Notice of the existence of said state of emergency in writing is hereby given to said local No. 683 and to the officers thereof.

Notice is hereby given that the officers of said local No. 683 are hereby summoned before me or my duly accredited representative on October 17, 1946, at 10 a. m., at room No. 202, Hollywood Roosevelt Hotel, 7000 Hollywood Boulevard, Hollywood, Calif. At this hearing interested parties are entitled to present evidence to the effect that the facts creating the emergency are nonexistent or false.

Pending the hearing, the authority of the officials of said local No. 683 is hereby suspended, and all acts pertaining to the said local union done on their part, pending the hearing, shall be null and void.

The said local union, or any of its officers or members, or any other member or local union aggrieved, may appeal herefrom and from the final decision herein, and from any other order, rule, mandate, and decision in the premises.

For further statement as to rights, powers, privileges, duties, and procedure in the premises, reference is directed to the constitution and bylaws of the alliance and to article 7, section 16, subdivision (b), of the constitution of the alliance, entitled "Control of Local Unions in Emergency," and to the decisions of the thirty-eighth convention and of the general executive board of the alliancee and to the directives of the international president pursuant to.

The statement of facts upon which the international president relied is as follows:

1. A number of organizations in Hollywood, Calif., have banded together in a so-called Conference of Studio Unions, which group was and is antagonistic to the jurisdiction of the alliance and for several years last past has been actively hostile to the alliance.

2. Since September 26, 1946, an alleged strike has been, and now is, being conducted in the Hollywood studios by the said conference.

3. Said alleged strike is, and has been at all times since its inception, a strike against the alliance, and the purpose of said alleged strike is to take away from the jurisdiction of local unions affiliated with the alliance in the west coast studios and elsewhere employment which the members of such local unions possess and to which they are justly and legally entitled.

4. Heretofore the said conference has conducted other strikes and picketing of the Hollywood studios, the purpose and result of which were to deprive the alliance of certain jurisdiction and its members of certain employment as aforesaid.

5. On September 13, 1946, the international president issued official written orders to all Hollywood studio local unions of the alliance and to the members thereof, which directed them, among other things, not to support or recognize any strike or picket line instituted by organizations not affiliated with the alliance, and further directed them not to refuse to render service because of such strike or picket line.

6. On September 20, 1946, pursuant to direction and authority from the international president, International Representative Roy M. Brewer issued written supplementary instructions officially implementing the said orders of September 13, 1946.

7. The said orders and supplementary instructions were issued pursuant to the constitution and bylaws of the alliancee and by virtue of the authority of the international president and in accordance with the mandates of the thirty-eighth convention of the alliance held in July 1946 at Chicago; and pursuant to the authorization of the general executive board; and the contents thereof were made known on or about the dates thereof to the officers and members of said local No. 683, among others.

8. Certain of the officers of said local No. 683 and a group of members thereof have heretofore entered into a conspiracy for the purpose of frustrating the defenses of the alliance to the said jurisdictional strikes instituted by the said conference, thus weakening the alliance and rendering it easily subject to attack and destruction.

9. For many months last past, certain of the officers of local No. 683 and certain of its members have carried on a subversive program within the membership of local No. 683 and within other locals of the alliance and before the general public, to undermine the alliance in its relationship with the motion-picture studios, with the employees thereof, and particularly with the members of the alliance. Said program had for its purpose, among other things, the destruc-

tion of the confidence in the alliance of the studio workers who are members of the alliance and the giving of aid and comfort to said conference and the frustration of the alliance in the maintenance and attainment of its legitimate jurisdiction in the Hollywood studios.

10. At a meeting of said local No. 683, attended by less than one-half of the members thereof, held on October 13, 1946, a motion was passed directing the members of said local union not to pass through the picket lines established by the said conference around the Hollywood studios.

11. On October 13, 1946, and thereafter, the officers of local No. 683 ordered all members of said local union to disobey the aforesaid orders and instructions of the international president and International Representative Roy M. Brewer, and directed the said members, in violation thereof, not to pass through the picket lines and not to continue to report to work at the studios where they were employed.

12. The officers of local No. 683 intend and have threatened, to suspend and expel from membership in local No. 683 those members thereof who comply with the said orders of the international president and the instructions of the international representative; and thus many members of local No. 683 who are loyal to the alliance are fearful of complying with the directives of the international president because of the threats thus expressed.

13. A number of members of local No. 683 have, pursuant to such motion of local No. 683, and/or in fear of such reprisal by the officials of local No. 683, have supported the so-called strike and honored the said picket lines of the said conference and refused to render service to the Hollywood studios.

14. The actions and conduct of local No. 683, and certain of the officers and members thereof, were and are subversive and were intended to, and did give aid and comfort to the enemies of the alliance.

15. The actions and conduct of local No. 683, and of certain of its officers and members, were and are in violation of contractual obligations; they were and are in direct opposition to, and detrimental to, the best interests and welfare of local No. 683 and of other affiliated local unions and of the alliance and of its members as a whole; they constitute violations of the laws of the alliance; they jeopardize and reflect discreditably upon the good name and reputation of local No. 683, the alliance, and its members generally; they were and are an interference with the organization of the alliance and its endeavors, by unity of action, to secure appropriate benefits for the members of the alliance and to assure employment to the members of the alliance; and they undermine and destroy established relations among the members of the alliance, with sister locals, with the employers in the industry, and with the public generally. The employment of the members of the alliance in the Hollywood studios has been interfered with and adversely affected; the source of supply for the amusement industry throughout the United States and Canada has been interfered with; and the employment of members of the alliance throughout these countries may be adversely affected.

This is dated New York, N. Y., October 15, 1946, Richard F. Walsh, international president, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

I ask for a recess.

Mr. KEARNS. We will take a recess right now.

Mr. McCANN. Just a minute, Mr. Chairman; before the recess is granted, please. I wish he would keep the telegram out of his files so that I may examine it during the recess.

Mr. LEVY. That is in the record.

Mr. LADDY. That is already in the record. He was reading from an exhibit that went in yesterday, which is reference exhibit 8-28.

Mr. McCANN. Mr. Chairman, there is one other thing before we take the recess, please. I believe this should be copied from the reference exhibit exactly as it is.

Mr. KEARNS. All right. We will take a recess.

(Short recess taken.)

Mr. KEARNS. Before I open the hearing, I want it thoroughly understood from the standpoint of the press and everyone concerned here

that this is not a trial; it is an investigation; and the present witness is being questioned right now to establish the status of these two unions in question, and then Mr. Walsh will have an opportunity to make any kind of statements he wants to make, just like Mr. Sorrell had or Mr. Cambiano or anyone else that has been heard here. I don't want a confused impression, but we had to establish this history on the developments here. It was more in fairness to Mr. Walsh really, so that he then could make whatever statement he wishes to make.

I want that understood.

Mr. McCANN. Now, Mr. Chairman, I would like to ask your ruling on whether I should interrupt Mr. Levy, Mr. Luddy, and Mr. Walsh. I don't want to interrupt them with a lot of questions passed to me as they are testifying. I am going to ask that questions from others be held off until we get through with each witness.

Mr. PRICE. Well, I call attention to the fact that this question is directed to the witness who has just quit testifying.

Mr. KEARNS. That is all right. I haven't interrupted him, have I?

Mr. McCANN. I would like to ask Mr. Luddy to go on and explain what followed.

Mr. LUDDY. At the time and place for the hearing set by the declaration of emergency and notice thereof, which have just been read in the record by Judge Levy, local 683, through certain of its officers, appeared and a hearing was held; many witnesses gave oral testimony, and a substantial number of written documents were received in evidence.

Thereafter the international representative conducting the hearing recommended to the international president that the declaration of emergency was well taken and that the emergency should be continued in effect.

Whereupon the international president, by official order—which appears as an exhibit in the reference exhibit or the complaint of *Brewer et al. v. Local 683 et al.*, which was received in evidence, I believe, yesterday, as a reference exhibit, which I will not now stop to read—appointed Mr. Roy M. Brewer as the international representative in charge of local 683, in accordance with the provisions of the constitution and bylaws of the international alliance.

The constitution and bylaws of the international alliance provide that upon such appointment being made it is the duty and obligation of the officers of the local, with respect to which a declaration of emergency has been made, to deliver to the international representative all of the books, property, records of every nature, and description of the international alliance.

Demand was made by personal service in writing, by telegraph, by registered letter, and by letter via ordinary mail, upon all of the officers of 683, to deliver possession of the premises and of the books, records, and files of 683, to be administered as provided in the constitution, for the best interests of the local and the alliance.

That demand was refused. Whereupon an action was instituted, which is action No. 529,611 in the records and files of the office of the clerk of the Superior Court of the State of California, in and for the county of Los Angeles, Roy M. Brewer, as international representative, and so forth, against local 683 and all of its officers and members of its board.

The purpose of said action being, among other things, to obtain possession of the books and records and files and property of local 683.

Answer was interposed to that complaint in behalf of certain of the officers through the law firm of Katz, Gallagher & Margolis, and that is the action concerning which Mr. Martin, who testified yesterday, said he was a defendant in, and which said action is now pending and a true and correct copy of the complaint, together with all of the exhibits thereto, has heretofore been received as a reference exhibit.

Mr. ESTERMAN. Will Mr. Luddy state the present status of that?

Mr. LUDDY. It is at issue. An answer has been interposed. It has not been set for trial.

You know, Mr. Esterman, our dockets, that is, the calendar in the superior court of this county is so clogged it probably will be many months before it is brought on for trial.

Mr. McCANN. If that completes the picture with respect to 683, I would like to ask Mr. Walsh how many locals are there in the alliance?

TESTIMONY OF RICHARD F. WALSH—Recalled

Mr. WALSH. I would say about 950, sir.

Mr. McCANN. How many are now under emergency control of the international?

Mr. WALSH. I believe six.

Mr. McCANN. There are only two in Los Angeles; is that correct?

Mr. WALSH. That is right, sir.

Mr. McCANN. How many locals all together in Los Angeles?

Mr. WALSH. You mean under emergency or all together?

Mr. McCANN. No. How many locals do you have in Los Angeles?

Mr. WALSH. I think it is 16.

Mr. McCANN. Two of the 16 are under emergency rule?

Mr. WALSH. Yes, sir.

Mr. McCANN. Now, Mr. Chairman, with this background, I have two or three more questions I want to ask.

Who is your representative in local No. 44?

Mr. WALSH. Roy M. Brewer.

Mr. McCANN. And is he also your representative in charge of the other local?

Mr. WALSH. No. 683?

Mr. McCANN. Yes.

Mr. WALSH. Yes, sir.

Mr. McCANN. So he is the officer that has run these two unions now from the time that the international took them over?

Mr. WALSH. He is the officer in charge. There are committees who run the unions.

Mr. McCANN. Well, do you appoint the committees or does he appoint them?

Mr. WALSH. I would have to let him answer that. I don't know what procedure he handled that under.

Mr. McCANN. Let's not bother about that at this time.

Now, Mr. Walsh, we have about 35 minutes before noon. I wonder if you will start with your statement and do just as Mr. Sorrell did—proceed in your own way and tell this committee the things which you think we should know and hear from you, which will be helpful in this investigation.

Mr. WALSH. Well, Mr. Counsel, I was subpoenaed here. Is there anything else by reason of the subpoena that you might want to know before I go into my story?

Mr. McCANN. I would like to hear your story first, sir. The impression has gotten abroad, at least, with some of your friends, that we weren't treating you or giving you a chance to tell your story, as we did Mr. Sorrell. Mr. Sorrell has been on the stand two or three different times, some of them before you got here, answering special questions that came up involving this investigation.

Finally he put on a number of witnesses for brief testimony, and then he was permitted to round it out with his own statement.

At this time I would rather you would make your statement in your own way and then I would rather put on the next witnesses, if any, that you have selected, Mr. Luddy or Mr. Levy, who will supplement your statements. Then we will have a little time to consider what questions we will want to ask after the testimony and your statements are in.

Mr. WALSH. All right, sir. That is satisfactory.

Mr. McCANN. We will give you 35 minutes right now.

Mr. KEARNS. He can have more than—

Mr. McCANN. Before noon.

Mr. WALSH. I understand the 35 minutes is before lunch. If I don't finish in time for lunch, I can at least be turned loose and go ahead. Am I on the loose now?

Mr. KEARNS. Yes.

Mr. WALSH. That word "loose" around here is very loosely used. I was wondering.

I will start back in the time of 1941 when I took over as the president of the IATSE. Our organization then had received some very, very bad publicity because of the fact that the president of our organization had committed a crime, had been sentenced to jail.

I didn't happen to be the first international vice president. I was the fourth international vice president. I was the most surprised man when I became the international president.

Now, whether the others didn't want it or what was the reason for me becoming international president, I don't know. It was a pretty hot position when I moved into it.

I tried to build the international alliance back to where it was before we had gotten into trouble. This international alliance was organized in 1886, I believe, and from that time up until the year of 1941 I don't think that any official of the alliance had been convicted of anything as far as the labor movement was concerned.

I then had to go to the employer and try and build back with him the confidence that this organization had before the Browne situation.

One of the first things that I did was to try and adjust the contracts pertaining to the studio locals here on the west coast. They had been in New York with committees prior to my election, and these committees had received no contracts and no agreements. They came back here to California very much dissatisfied.

I was preparing to come out here and talk to the local unions, and just about that time, if you will remember, Pearl Harbor was raided. The day after Pearl Harbor was raided, I was flying out here to California when we set down some couple of hundred miles outside the city of Los Angeles.

I came in here to Los Angeles and had a meeting with all the executive boards of the various local unions in the studios. I explained to these executive boards that I wanted to get a contract for them from the employer. We could either negotiate the contract here in Hollywood, Calif., or in the city of New York, which they voted upon.

They voted to go to the city of New York, because I had explained to them that the tops of the industry were located in the city of New York, and that we could negotiate the contract more swiftly.

I think it cost the international alliance some seven to ten thousand dollars to bring these committees from the local unions into New York. The reason that the international alliance paid to bring these committees in was that the international had called them in prior to that and they received no contract and they had spent their own money. So as international president I decided that this time the international should pay their expenses, which we did.

This is the first time, I believe, that the representatives of the local unions came to New York to negotiate the contracts. Heretofore it had been negotiated under the basic agreement and the presidents negotiated under the basic agreement, and as president I thought it would be a good idea if the committees did their own job and so suggested that to the employer, and it was carried out.

That was in 1942. And we negotiated the first contract of studio local unions. They came back here and submitted it to their local unions. It was not finished and signed in New York. The report I received was that the local unions agreed to accept the contract as brought back by their local unions.

Again in 1944 the committees came back to New York and negotiated the contract in New York again with the employers, and brought the contract back to their local unions. I understood it was approved by their local unions here in Hollywood.

In 1946 I came out here to Hollywood and spent—I don't know how many weeks—it ran into some several, maybe 2 months, and sat here with the committees of the local unions negotiating the contracts here in Hollywood.

And they signed up and accepted their contract here in Hollywood. I show you that—how the contracts were negotiated because of testimony that I listened to here that the unions didn't have anything to do with it, that the international president or the international representative from Nebraska did the job all by himself. That is not true.

Now, in 1942 when we were negotiating the contract the question come up as to set dressers and should we be the bargaining agent for set dressers. The property man's local No. 44 had submitted in their contract a wage scale for set dressers. When we reached this part of the contract the employer said: "I will not negotiate for set dressers with your organization, because you don't have the set dressers."

I turned to the representative from local 44 and asked him did he have them. He beat around the bush, and I knew by his answer that he didn't have them. So I said, "All right, we will pass that."

And after we passed it, I told the representative it would be a good idea to organize them if he didn't have them.

When we came back in 1944 to negotiate the contract, the question of set dressers came up in the contract and the representative of the union said: "We do represent set dressers. We have them in our

local union and they work under our contract and we think we have the right to arrange and negotiate a scale to cover them, no matter if we have one, two, or a hundred."

The producers again objected to negotiating for set dressers.

Mr. McCANN. You mean by set dressers, set erectors?

Mr. WALSH. No. I mean a set dresser, a man that places the furniture, pictures, carpets, and so forth, and dresses the set; not set erectors.

Mr. LUDDY. Synonymous with set decorators.

Mr. McCANN. Now I get it.

Mr. WALSH. The producers again said we didn't represent them. They said they had a contract signed with set dressers, and it was a guild.

We claimed at that time that was correct, but that we had information that this guild was going to join the painters' organization and that we wanted to negotiate a contract to cover the set dressers that we had in our organization. But, of course, this very friendly producer to the IATSE and this company union that the producers run, we couldn't get the producers to agree to negotiate for these set dressers; and they refused again.

They said, "If you represent the set dressers, you will have to be certified under the NLRB."

I asked the producer at that time if the same instructions would go forth to any other organization that claimed they represented the set dressers, and the producer said "Yes," that anybody outside of the guild that they now had the contract signed with, that claimed they represented the set dressers, would have to prove by certification that they did represent them.

So I again turned to the representative of local 44 and told him to eliminate that, and if we could go back to Hollywood and prove we represented the people we would negotiate a scale for them.

After that contract was signed we returned to Hollywood here and started to survey the situation as far as the set dressers were concerned.

In the meantime I understand that the painters' organization, or local 1421, I think is the number, went to the producer and said that they wanted to bargain for the set dressers. The producer then informed local 1421 or its representative that they would have to be certified for these people. They then filed for certification. We, the IATSE, intervened, and after some argument before the woman that was holding the hearing we did prove that we represented enough of the people to be permitted to intervene.

When that happened, the painters' organization withdrew their application for certification. I believe that was in October 1944, if I can remember the date. Then they went out on strike to try to get the set dressers recognized. That was the first strike in Hollywood.

That was a very short strike, because at that time they were not prepared for a strike. The War Labor Board, I believe, said if they got back to work that they would take the case under advisement and see if they could not settle it, and they did go back to work. That case then was referred to the American Federation of Labor, because it was a jurisdictional dispute between two members of the American Federation of Labor. We tried to get the American Federation of Labor at various meetings to try and settle it. We were not successful.

The War Labor Board took the case back and said that they would appoint an arbitrator to decide the case. We would not agree to that,

because we thought that certification should come from the NLRB, and we thought that that was their duty and not the duty of the War Labor Board, and we so protested, but regardless of the protest the War Labor Board appointed an arbitrator, and his name, I believe, was Tongue. Tongue handed down a decision which at that time was in favor of the set dressers and the IATSE, but in that decision he gave the right of appeal to the IATSE, and we did appeal.

While the appeal was pending, the employer asked for certification. I am reviewing this from memory, and I hope that as I go along I review it correctly. I am trying to tell it to you from memory.

The employer asked for certification, saying that he was in between the middle of two organizations and that he would like somebody to decide who was the bargaining representative of the set dressers. There was a hearing held here in Los Angeles that ran, I think, about a week, at which time the painters' organization put in their case. On Saturday when they adjourned the hearing, the IATSE was to go on on Monday morning and put in its side of the case. Sunday night came and then came Monday morning, I think it was March 12, March 12 of 1945. The painters and the carpenters and all their affiliates in the studio walked out of the studios. There were no trucks that they were loaded into, there were no cops that pushed them out of the studios. They walked out of the studios to try and have the set dressers recognized as coming under the jurisdiction of local 1421 of the painters' organization, and I never could understand what a painter was doing with a set dresser.

I at that time dispatched Roy Brewer out here to see if we could not handle this situation from a local area. Sitting back in New York it is not easy to handle it. He arrived here the noon of the strike. I arrived here about 2 days after that, and I wondered what was the trouble in the studios—why this strike went on; why the carpenters were out of the studios; why the painters were out of the studios. We had no jurisdictional dispute with them. We had no trouble with them.

So I started to call the international presidents of these organizations. I contacted Hutcheson and I said, "Bill, what is the trouble? Why are you in this fight out there?"

Well, he said, "I don't know." He said, "It seems to me that there is no trouble out there that you can't get settled with our local representative, Cambiano."

I said, "Well, I will see Cambiano and see what I can do with him." Then I called the electrical workers and I tried to contact them in their office in Washington, couldn't find anybody in the electrical workers office—all out—and I said, "Well, I will talk to the office boy; is he around?" He wasn't even there.

So then I called the hotel and restaurant employees, Ed Flory, and I said, "Ed, why are you out? Don't you know that there is a war? Don't you know that we all took a no-strike pledge? Don't you know that we are supposed to be working there according to our contracts? Don't you know that you are a member of the council of the American Federation of Labor, and if you break your no-strike pledge everybody in the United States is going to try to do the same thing?"

He said, "I don't know. This seems to be a basic agreement argument, according to what I get from Hutcheson."

So I said, "Ed, let me understand that. Do you say that Hutcheson has claimed about this strike at Hollywood that he is interested in it in some way?"

He said, "Yes; he talked to me a few days ago and asked a settlement on it."

Well, I said, "My advice to you would be to get your people back into the studios, because if it happens to be a jurisdictional dispute I am afraid that it is going to be a very bad one."

I called Hutcheson back and I says, "Hutch, I just talked to Flory. Now, he tells me that this is a basic argument dispute." I would like to qualify here that we at that time were not members of the basic agreement; we were functioning under local autonomy. I said, "Do you mean to tell me that you have some jurisdictional dispute that I haven't heard of, that you haven't called me up about, that you haven't written me a letter about?"

He said, "Well, I understand there is some trouble out there, but I don't know what the trouble is all about, and you can straighten it out with the local boys out there."

I said, "Hutch, why don't you get your people back to work? Why are you breaking your no-strike pledge? Why are you breaking your contract with the employer?"

He said, "Talk to Cambiano."

Well, I did talk to Cambiano and a committee, and they submitted to me about five pages of jurisdiction that they claimed that the IATSE were taking from them. We tried to adjust some of the jurisdiction. I brought the representatives of the local unions here in Hollywood up and asked them to see if we could not adjust them, and we couldn't get any place.

You must understand at that time that the war was on. You must understand that the manpower situation was very acute, and knowing the labor movement as I knew it, I figured at that time that our opponents had figured that this was the best time to win their fight with the IATSE, and when I talk of our opponents I mean the carpenters and possibly the electrical workers.

I couldn't get any place with Cambiano. The employer called me up and he said, "Dick, the studios are closed. We can't operate."

I said, "I am trying every way that I can to get these organizations to go back onto their jobs."

He said, "Well, you go and talk to Hutcheson. If you will talk to Hutcheson you can straighten this thing out in 10 minutes."

I said, "I will talk to Hutcheson. Where is he?"

He called me back and said, "He is in Lakeland, Fla." I think it is the carpenters' summer home or old-age home or something down there they have. So I said, "All right, I will go down to Florida, but I can't get there until I get transportation, and the trains are all crowded, and you need priorities and all this. Now what is going to happen?"

He said, "We will hire a plane to send you down there. We want to get this thing straightened out."

So I said, "All right; we will fly down." So then one had no time to ride on the plane and another fellow couldn't get around to flying and he didn't just want to go to Florida, that was all.

So I said, "All right, I will go to Florida."

Then it was discovered that Hutcheson had left Florida and he was going to New York—he had some meeting in New York—would I go to New York to see Hutcheson? “Yes, I will go to New York to see Hutcheson.”

We got on the plane and we went to New York and we finally caught up with him.

Mr. McCANN. You say, “We went to New York.” You don’t object to my asking who it was?

Mr. WALSH. No; I don’t. I believe it was Pat Casey of the producers organization; it was “Cappy” DuVal of local 44; myself, and I believe Joe Vogel, one of the vice presidents of Loew’s. So we had a meeting.

Mr. McCANN. What time was that meeting held, to refresh my recollection?

Mr. WALSH. It would be in March of 1945. This was 2 days after the strike. The strike was going on at this time that I am talking about now.

Mr. McCANN. Well, go ahead and tell us what took place there.

Mr. WALSH. Those pictures that were talked about here, I don’t know how big a bundle we had, there were quite a number of pictures which were depicting the sets in the studio, and which could be used to say, “Is this your jurisdiction, or is this my jurisdiction?” We looked at those pictures at this meeting I described, at which Nicholas Schenck of Loew’s, Pat Casey of the Producers Association, Joe Vogel of Loew’s, Inc., “Cappy” DuVal of local 44, myself representing the IATSE, Joe Cambiano representing the carpenters, Jim Skelton representing the carpenters, and Big Bill Hutcheson representing the carpenters, and one or two of his men; I believe one of his secretaries.

We sat down with Hutch and we took those pictures and we would look at them, and it would be a picture of a street scene, a western street scene, and Big Hutch would say, “Dick, who builds this kind of a thing?”

I would say, “Is there a dispute about that, Bill?”

He said, “Yes.”

“Well, you build it.”

“It seems to me to be a set which would be yours. You build it.”

Then he would pick up a picture of, we will say, a bar over in the corner, “Who builds that?”

“Is it fastened to the wall, Bill?”

“Yes.”

“You build it.” No dispute about that.

So we went through these pictures and we divided up the jurisdiction, some I would agree to and some I would not. We would lay them in two piles. So finally it became late in the afternoon and I made the suggestion that we adjourn and that we come back the next morning without the employer. I thought maybe we could talk in our own language and get this adjusted. That was agreed to—so we come back without the employer.

We came back the next morning and we picked out some more pictures and divided the piles up a little more. I said, “Hutch, with the amount of jurisdiction which we have agreed upon belongs to you and belongs to the IATSE, there seems to be another dispute in Hollywood that is causing a lot of trouble with your organization, and that

is that in the mills, when the IATSE men go in there to work on any lumber, your men sit down, and this has been going on for some time and the employer is now mad at it, so when you sit down the employer clocks your men and he docks that time off their slip." I says, "It would make any labor organization mad and it would make our organization mad, it would make you mad yourself, so I will make another deal with you, and I will agree with you that we will keep the IATSE men out of the mills entirely. If they have any work to be done in the mill, they will pass it in to the men in the mill who will work on it and pass it out to the IATSE men."

I said, "Now, with the jurisdiction that we have divided up and with the fact that we are going to keep the IATSE men out of the mills, I think we have pretty well got on the road to straightening out our difficulties. I will make a further suggestion to you: I will suggest to you that you appoint a committee out there of your local people and I will appoint a committee of our local people out there; we will let them sit down and draw up an agreement as to the jurisdiction, you and I will go over the agreement, and we will sign it if we can agree to it."

I said, "With that kind of a set-up, I think it would be a good idea for you to get your people back to work in the studios so that we can start making pictures again, because I am very much interested in making pictures—we make our living in the theater, and if the source of supply is cut off, then we don't make a living in the theater."

And I think there is where Big Bill made his mistake. He leaned back in his chair and he said, "I want all woodwork and all work on wood and wood substitutes and all woodworking machinery."

I said, "Do you mean to tell me that after we have sat here and tried to agree on what the jurisdiction might be, you are telling me that you now want it all?"

He said, "I have to protect my jurisdiction. I want all woodwork, all woodworking machinery, and all work on wood and wood substitutes."

And as I said, that is when he made his mistake, because there is a little bit of Irish left in me, and I said, "Hutch, you get nothing. Now let's agree to what we have done here and let's carry it out, or else you get nothing."

And at that time I think that Hutcheson thought that he had the studios closed. I think that he thought that he had the manpower situation tied up so well out there, with the war and the war work, that nobody could run the studios but he or his organization, and he made that stick.

Well, I wasn't defeated yet. You understand that there are no IATSE men on the jobs yet. We are now begging the carpenters to go back to work. We are now begging the electrical workers to go back to work. We are now begging the hotel and restaurant employees to go back to work. We are now begging the plumbers to go back to work; the painters to go back to work. We haven't put any IATSE men in to run the studios yet. So I said, "Let's not break up this meeting. We said if there was any trouble here that we would call the employer back in again."

He said, "All right with me; call anybody back in."

So then we called Mr. Schenck and Pat Casey and I think Joe Vogel back in, and I explained what had happened, and Nick Schenck turned to Hutcheson and he said, "Hutch, do you mean to tell me that you sit there like a man of iron and that you won't bend at all in any way, shape, manner, or form? I understand yesterday that Dick here gave away jurisdiction which he has had for a long time, and you tell me that you won't give away any jurisdiction, that you won't settle this, that you know the studios are closed down and you won't help to get them open?"

Hutch said, "I want all woodwork, all woodworking machinery, and all work on wood and wood substitutes. That is my jurisdiction and that is what I think I should have."

That is the first time I have seen Nick Schenck mad. He said, "Hutch, we have done business for many years and I have never asked you for anything, I have never had to ask you for anything. You have been always asking me, and every time that you asked I tried to deliver to you, and I did."

He said, "Do you realize that there is a war on at the present time? Do you realize that we have on the shelves of our studios many pictures? We can run the theaters, but we are about 6 weeks ahead of the boys on the other side, because every picture that we make at Hollywood we put on 16-millimeter film and we ship it to the boys on the other side."

Now, he says, "I don't want you to think that I am patriotic—maybe I am and maybe I am not—but I think you will admit that the theater and stage is doing a good job for these boys and I want to keep the motion pictures going over there to them. Do you mean to tell me that you are going to stop them from going over there?"

And again Hutcheson repeated his jurisdiction.

Nick Schenck said, "Well, you make us make a decision. You probably have as much money as you will ever want."

He says, "I have as much money as I will ever want. And neither one of us will every have to work another day. But," he says, "there is a lot of people that just have to work." He says, "We make the decision now we are going to run the motion-picture studios in Hollywood," and the meeting broke up, and as we walked down the street Nick Schenck said to me, "Dick, do you think you can run the studios?"

I said, "I don't know; it is quite a job. There are some several thousands of people out of the studios; there is quite a strike on out there. In the first place I don't want to fill the jobs of those people out there as long as they want to go to work. Now," I said, "I think we should go back to Hollywood and we should see if we can get the people back to work in Hollywood, and then if you can't get the people back to work in Hollywood, I think that we will try to run the studios."

Mr. KEARNS. We will stand adjourned until 2 o'clock.

(Whereupon, at 11:55 a. m., a recess was taken until 2 o'clock of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order, please.

Mr. Walsh, we would like you to continue where you left off and complete your testimony.

TESTIMONY OF RICHARD F. WALSH—Continued

Mr. WALSH. I think we left off where we had just completed the meeting in New York and we were returning to Hollywood.

Mr. McCANN. May I interrupt for a moment. Mr. Chairman? It seems to me that just at the end of the meeting he was telling about walking out with Mr. Nick Schenck. I wonder if he would repeat that and tell us what took place, and then go back to Hollywood.

Mr. KEARNS. Do you have any objection to that?

Mr. WALSH. No objection.

Mr. McCANN. Would you mind doing that? I forgot what you said.

Mr. WALSH. We came out of the meeting with Big Bill Hutcheson. As we walked down Broadway, Mr. Nick Schenck asked me if I thought that we could help him to run the studios.

At that time the manpower situation was pretty tight. There was several thousands of people out, out here. I thought it was quite a job. But I told him if we came back here and asked the people to go back to work and then if they refused to go back to work, that he had cancelled the contracts with them; that we would attempt then to man the studios. That happened.

We left New York, came back to Hollywood, and I believe that the employer sent out notices to all the unions which were out at that time, asking that they come back to work and I think the replies all were about the same, that they would not come back to work.

Of course, you understand that this strike which was declared on March the 12th was supposed to be because of a set dressers' issue, and that they were out supporting the set dressers.

I think you can take from my meetings that I had in New York with Hutcheson that it was not altogether the set dressers, because we didn't talk about the set dressers at all in New York City, and I believe there is a letter in the record here which was sent to Pat Casey from Hutcheson prior to the strike of March the 12th.

Mr. McCANN. May I interrupt for a minute? Is such a letter in the record?

Mr. LEVY. I am attempting to find it now. If you will proceed, I will try to find it.

Mr. LUDDY. I think it is.

Mr. KEARNS. While you are stopped there, I would like to determine if this is correct: In other words, the picture shifted from the set dressers or decorators over to the carpenter situation?

Mr. WALSH. I want to bring out, Mr. Chairman, that the reason for this strike was supposed to be in order to get recognition for the set dressers. I would like to show by my testimony that this was planned and that the set dressers were only the excuse rather than the reason. I want to show that President Hutcheson had written this letter to Pa Casey prior to the set-dressers' controversy at all, and setting forth in this letter that he wanted his jurisdiction, because there has been great ado about the first strike was declared because of the set dressers, and in my testimony here I think I am going to prove, or at least try and prove, that the set dressers were only the excuse rather than the reason, and if Judge Levy can find that letter, I would like to have him read it.

Mr. KEARNS. We won't hold up for that. I wish you would try to find that, Judge.

Mr. LEVY. I shall.

Mr. KEARNS. All right.

Mr. WALSH. All of these people had been notified through their organizations, their organizations had been notified to come back to work. Up until this moment the IATSE has not replaced anybody, the IATSE has not put anybody in the studios, and they have been begging these various international unions to please send their people back to work.

Now, the studios would have to close down, unless we kept them running. Where were we going to get those mechanics from? How were we going to man the studios? I didn't know. However, after they had been notified that there was no further contracts, we attempted to man the studios, and we did man the studios. As it was explained here, we had to transfer men from one department to another; we had to move the mechanics from one job to another, and we had to decide that this was a fight not so much against the employer, not because of set dressers, but a fight to try and throw the IATSE out of the studios, because if you took 2 or 3 weeks, and you understand that the strike was declared on March 12, and I am now talking about March 30 or maybe a date later than that, that we would have to make up our mind that the fight was against us and not the employer, and at that time I issued the orders to all of the IATSE men working in Hollywood that they were to work on any job that they were assigned to and that they were to protect the jurisdiction of the IATSE to their utmost.

We had to go around to our various unions here in Hollywood and instruct them to go back to work. Some of them had found other jobs.

We accomplished that. The men and women did go back to work, and we started to man the studios.

Now, we must have done a fairly good job because the studios run on, as you know from the record, for some 11 months before the first strike was settled.

The AFL now enters the picture. They called a meeting, or at least called me to a meeting in Washington, D. C., and they wanted to know why I am doing certain things in Hollywood, why I am taking the jurisdiction of the carpenters and the painters and any other fellow.

Presiding at this meeting in Washington was again Big Bill Hutchinson. President Green had to go out to the coast to attend another meeting. I present the case of the IATSE to this meeting.

President Lindelof, of the painters, was at the meeting and I wanted to know why President Lindelof wasn't asked what he was doing with his various jurisdictions he had in Hollywood.

I found he had story analysts. I found that he had publicists. I found he had office workers. And I found that he had various other classifications in local unions out here. So if the IATSE was doing wrong, why was not President Lindelof corrected?

President Lindelof offered the excuse that due to the fact that President Tobin of the teamsters had taken in office workers, that he thought it was all right for him to take in office workers.

And then Vice President Birthright of the barbers wanted to know why we had his make-up artists and hair stylists out here and what we were going to do about that.

I then asked President Birthright why he didn't claim the jurisdiction of the make-up artists and hair stylists while President Brown was a member of the council of the American Federation of Labor. I was wondering if there was any reason behind it, that he might have been afraid of getting his head cracked if he asked for it.

Some of the other members of the council, who wanted to claim jurisdiction, I don't think after that remark wanted to go and review it too far.

This meeting ended up and I was notified to cease and desist from doing certain things in Hollywood, that is, the organizing of carpenters and painters.

Mr. KEARNS. By who, sir?

Mr. WALSH. American Federation of Labor.

Mr. McCANN. Will you give the date of that, please, sir?

Mr. WALSH. The date is in the record; I can get it for you. I don't know the date. I am going to try to run it as close as I can to the sequence of this meeting.

Mr. KEARNS. Yes.

Mr. WALSH. I am trying to tell the story as it happened, as best I can.

Mr. McCANN. I don't want to intrude. One of the other counsel asked for the date.

Mr. WALSH. We were again called back to another meeting of the executive council which was held, I believe, in Chicago. The full council was present at this meeting. We again presented our case to the council, and at this time brought out the fact that not alone was the carpenter in the battle out here, but the Conference of Studio Unions which had no identity with the American labor movement at all, was in the battle out here, and there seemed to be a Communist element in the battle out here.

I think, Mr. Chairman, you asked these people to be quiet.

Mr. KEARNS. Yes.

Mr. WALSH. If they want to pass any remarks, why, we can take that after awhile. But while I am on the stand, I like to keep the sequence of what is going on.

I know they don't like to be called Communists; neither would I.

We again present our case to the council of the American Federation of Labor. And at that time it was decided that they would appoint a committee, send them out here to investigate and also to look into the Communist angle and see if it existed. To the best of my knowledge, that committee has never been appointed, or at least, it never reached Hollywood.

Now, the story goes on again to the recommendation of this same council that all of the parties concerned should meet in Washington, D. C., with President Green presiding, and see if we couldn't develop a plan by which this strike could be terminated out here.

That meeting was held. President Green attended. But Big Bill Hutcheson didn't attend. He sent his son in to the meeting.

We spent some 2 or 3 days. All of the other organizations and the IATSE, with President Green presiding, trying to develop a plan whereby we could adjust this.

The meeting nearly broke up without any plan. President Green was over to the White House at that time and I made a request that if the meeting was going to break up, we should wait until President Green got back and see if he couldn't do something further. We did.

And he came back and we went into session again. Then we arrived at a plan whereby this was to be committees appointed out here locally and that they were to have 5 days to try and settle it. I believe it was 5 days.

I protested 5 days, because I didn't think that any local committee in 5 days could get any plan to adjust the controversy which was in existence out here at that time. But, however, I was overruled and it was 5 days.

If at the termination of the 5 days, that the local committees could not adjust the differences in Hollywood, that it was to go back to the international presidents and they were to try and adjust it themselves.

That plan never got into real operation, because at that time the people who were on strike started to tear down the Warner Bros. studio. I think that is history and of record, as to what happened out there. I am not going to go into it. It was called violence. Whether it was or not, I don't know.

But a new person enters the picture about now, and this person is Eric Johnston, now the president of the Motion Picture Association.

He doesn't know anything about it. And he calls me up in New York and said, "I would like to have you come out here to Hollywood and see if we can't adjust this controversy that is going on out here."

I didn't know Eric Johnston from the man in the moon. So I thought I needed a little time to find out who he was, what his position was, and what he was doing in this controversy, because I had been talking to the employers up to now.

So I used the excuse that I couldn't get any transportation. And Eric Johnston told me there would be a man over at my office at 1 o'clock with an airplane ticket and I would be on my way out here if I desired to use it. The man was there, and I was on my way out here.

I arrived here and Eric Johnston started to talk about the situation then prevailing in the studios. This strike by that time had run for several months. As far as we were concerned it was lost. They were outside and we were inside, and we weren't too happy that somebody was asking us to get out and let somebody in.

However, Eric Johnston prevailed upon me with one thought and one thought only. He said, "Mr. Walsh, suppose tomorrow morning in front of Warner Bros. studio somebody gets killed. Do you think that the motion-picture industry will ever be able to live that down?"

And I told him I didn't think they ever would. And that I didn't think that anybody should get killed in front of Warner Bros. studio.

We had several meetings. At one of these meetings Herb Sorrell was in on. We again got nowhere because neither side was in a position to want to give.

The executive council of the American Federation of Labor was then meeting in Cincinnati. Eric Johnston asked me would I go to Cincinnati and appear with the employer before the council of the American Federation of Labor.

I told him that I would. They chartered a plane and I hitchhiked along with them, so I would be there at the same time.

We arrived in Cincinnati and went before the council of the American Federation of Labor. I think this now is the third time we have been before them. Donald Nelson also went along on this trip.

The other international presidents, like Monty Durkin of the plumbers, Ed Brown of the electrical workers, Hutcheson of the carpenters, naturally, were there. Lindelhof of the painters and myself representing the IATSE and other interested parties.

We again argued our case before the council of the American Federation of Labor. One of the members of the council said that they were sick and tired of listening to this, that they wanted to go into executive session, and they would decide what was going to be done with the Hollywood situation, and they asked us to go out in the hall, and we did.

Mr. McCANN. Who said that?

Mr. WALSH. I think it was Harrison of the railway workers. I think it was Harrison.

Mr. McCANN. Did Hutcheson go out in the hall with you?

Mr. WALSH. No, sir; Hutcheson remained in there.

Mr. KEARNS. He was a member of the council?

Mr. WALSH. He is a member of the council and he remained there. I was out in the hall, and everybody else was out in the hall. So at various times one or the other member of the council would come out and he would talk to myself or Eric Johnston or somebody else out there who was interested in this case, and then they would go back with whatever information we gave them on how this could be done or how the other could be done, as far as settlement was concerned.

So they finally called us back into the council and the council of the American Federation of Labor did something that they never had done before, to my knowledge, they terminated a strike.

Now, they read off what is known here as the directive, and they said firstly that they would terminate the strike, secondly, that they would give the organizations concerned 30 days to try to adjust their difficulties out here among themselves, thirdly, that if we didn't do that that they would appoint a committee of three to come out here and decide the jurisdiction for us, and that this decision was to be final and binding upon all members affiliated with the American Federation of Labor and all people in this controversy.

Now, you have to understand that I was the one who was mostly interested in this. I am sitting here at the council table of the American Federation of Labor alone, and all our men are working in the studios and the controversy has been going on for several months, and to accept what the council wrote down would only affect me adversely. It would benefit everybody else concerned but the IATSE.

Now, under the laws of the American Federation of Labor it was questionable whether the council had the right to make this decision, and I had to make the decision either to obey it or to get out of the American Federation of Labor, and by getting out would have to take the membership of the International Alliance out of the American Federation of Labor, and I didn't have too many minutes to make the decision.

However, I decided for the IATSE that we would abide by their directive, and everybody else sitting there agreed that they would abide by the directive.

Mr. McCANN. Nothing was put in writing?

Mr. WALSH. Yes; I got a copy. I got a slip from the American Federation of Labor which I still have in my pocket.

Mr. McCANN. I don't mean the directive, sir.

Mr. WALSH. Well, this is what was in writing that day—was given to me in Cincinnati that day.

Mr. McCANN. Mr. Chairman, we have been asking if any such thing did exist, and I think it would be a good time to put it in the record.

Mr. WALSH. This is the slip that was given to me that day by George Meany.

Mr. KEARNS. I will read this into the record. I think it is important. This is the decision of the council of the American Federation of Labor to the interested parties; is that right?

Mr. WALSH. That is right, sir.

Mr. KEARNS. In this jurisdictional dispute [reading]:

1. The council directs that the Hollywood strike be terminated immediately.
2. That all employees return to work immediately.
3. That for a period of 30 days the international unions affected make every attempt to settle the jurisdictional question involved in the dispute.
4. That after the expiration of 30 days a committee of three members of the executive council of the American Federation of Labor shall investigate and determine within 30 days all jurisdictional questions still involved.
5. That all parties concerned—the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, International Association of Machinists, United Association of Plumbers and Steamfitters of the United States and Canada, Brotherhood of Painters, Decorators, and Paper Hangers of America, International Brotherhood of Electrical Workers, and the Building Service Employees International Union—accept as final and binding such decisions and determinations as the executive council committee of three may finally render.

Mr. McCANN. Is that signed by anybody or was that just given to you?

Mr. WALSH. Just handed to me; that was all.

Mr. KEARNS. I would say it would be a notation of the decision of the meeting.

Mr. WALSH. That was handed to me by George Meany. I asked them for something that I would know what we were doing.

Mr. KEARNS. I imagine that identical thing would appear on the council's minutes of the meeting, too.

Mr. WALSH. I think you will find that is also in the record of the three-man committee. It starts out there, it is in there, this same decision.

Now, in order to accept this decision, we had to take anywhere from one to three thousand people off a job or move them from one job to the other, because it says here that the people on strike as of March 12 would have to go back to work, and there was 60 days allotted on it to us whereby either we would straighten out the jurisdiction or the American Federation of Labor committee would straighten out the jurisdiction.

I had agreements with the employers whereby our people were working for them and under a verbal contract. I told the employers that we would not stand to have those people dismissed at that time, that there was 60 days, there was a 60-day interim in there, and we wanted the people protected until the jurisdiction was decided, and then whatever jurisdiction was allotted to the IATSE we would

take over and put our people on the jobs, and whatever was allotted to the other people they could take their people and put them on the jobs there. The employers at this time in the form of Eric Johnston, he says, "We will take care of the people, we will pay them for the 60 days so that there will be no trouble. We will put back the strikers and we will pay them and we will pay your people for the 60 days, because this is going to be decided in 60 days, so the worst we can lose is 60 days' pay," and the amount of money that they were losing at that time, 60 days' pay, didn't mean much to them.

So that was agreeable to me and it was agreeable to the council. This was done before the council of the American Federation of Labor, so that there will be no misunderstanding that it was something concocted with the international behind closed doors and the employer. The people were taken off the jobs and the strikers were permitted to come into the studios.

Then there was a dispute between the IATSE and the employers because one of the members of the committee that had been to Cincinnati thought that if the employer wanted to use the IATSE men while this 60 days was going on that he did not have the right to use him. So, as Cliff Work testified to the other day, we flew back to Washington again and we tried to get a clarification from President Green as to what they meant. We tried to see the minutes of the council meeting. We haven't seen them yet. But President Green read them, and he evidently must have agreed with us, because they then wrote out a decision that if the employers so desired they could use the IATSE men during this 60-day period.

Well I want to tell you right here, now, that you have heard a lot about concentration camps and how they handled people in the countries during this war. How they handled our people after the strikers came back to work is not something to brag about. They herded them over onto stages and they practically put them into concentration camps. Now, this is the employer that is supposed to want the IATSE in the studios and is supposed to give the IATSE anything it wants.

So back came the strikers, and they were supposed to come back with a brass band and a big parade. However, that was wiped out, because they were told, at least I told the employer that if there was any brass bands and there was any big parades, why, they would not have the IATSE people there at all, so the parade was wiped out.

But I want you to understand that this Cincinnati agreement to the IATSE was a complete loss. We won nothing by settling the strike. The only thing we won was the right to take the jurisdiction of the IATSE as a whole and put it upon the table so that three men, members of the council of the American Federation of Labor, could divide it up anyway they saw fit, and whatever was left we agreed to accept.

Now, this is arbitration, Mr. Chairman, and we went into it. When this committee was picked a party said to me, "Are you going to let Birthright serve on that committee? He wants you make-up artists out there in Hollywood. Don't you think he will be prejudiced against you?"

I said, "I have been told this is the fairest committee we could get from the council of the American Federation of Labor, and we are willing to accept it." And we did.

We came out here and tried to sit down with people to make agreements. When I say "we," that is in the form of my representative Brewer, Nobody was too anxious to sit down and make an agreement. That includes the plumber, the electrical worker, the building-service employee, the carpenter. none of them were willing to sit down and make an agreement. The carpenters did agree to sit down with the grips and make an agreement. I was present at the meetings and they arrived at an agreement allotting certain work to the grips' organizations and certain work to the carpenters' organization.

When we had finished that agreement I turned to Joe Cambiano and I said, "Joe, you sign this as the representative of the carpenters and I will sign it as the representative of the IATSE."

And Joe said, "Well, we will let the local take care of that, because I have to take it up with the chief." Perfectly all right with me. He is his boss, and he should take it up with the chief. So no international man signed the agreement.

However, I have heard some testimony about the agreement, and the IATSE is ready now and was then to live up to that agreement. That agreement covered local 80 of the grips, and the grips at that time and all during the strike of 1945 were not doing the set erecting and they are not doing it now.

None of these organizations, as I have said, wanted to make an agreement but the carpenters with the grips where they thought that they could make a good agreement. When it came time to make an agreement with the property men local 44, they could not arrive at an agreement.

Now, you understand who is doing this, don't you? The local people out here. They could not arrive at an agreement. So the 30 days went past and the three vice presidents of the American Federation of Labor came out here and they started to hold their hearings. I came out, also. I was the only international president that came out here and attended any of the hearings. During the year of this 1945 strike I made at least 18 round trips across this country to attend to the Hollywood situation, so I don't want anybody to think that I was one of the absentee officials in this dispute.

Mr. McCANN. I am sure you can be commended for that, sir.

Mr. WALSH. Now, the hearing started with the three-man committee. They didn't bring all the organizations in together and say what do you claim and what do you claim?

They arrived at a procedure whereby they brought these organizations in at different times and they allotted so much time to each one of the organizations. I didn't like the procedure, but I instructed the representatives to go along with it.

When it came our time to be heard before this committee we didn't know what the carpenter had claimed, what the electrician had claimed, what the building service had claimed, what the painter had claimed, or what the plumber had claimed.

We asked to come in and present our case. I asked the committee to notify me. They said, "No; just you tell us what is yours and what you want."

We presented our case to this committee. I believe they filed their record here, so I don't have to go into that in great detail. They decided to go through the studios and take a look at the studios. They picked out Paramount Studio.

So I said, "All right. We have 16 locals here. How many representatives will we have?"

They said, "Each international gets a representative." You understand, the IA was fighting with a few internationals, five or six, so it meant that the IATSE went in with this committee with one representative and there was five or six on the other side.

We went through the studio and I tried to draw the attention to the committee as to the different work which was being done, some by the carpenters, some by the property men, some by the electricians, some by the special-effects men; it all infringed. Some of it we done, some of it they done. I don't know how impressed the committee was, because they looked like three silent men.

I was very, very much worried about what was going to happen to the IATSE and its work, because it is not easy to show a man standing on one side of the room working on a band saw, cutting out some form of material, and on the other side of the room a man doing the same thing, and say, "This man belongs to the carpenters and this man belongs to the property men." That wasn't easy, I didn't think, to show them why the property men should do it. However, we did argue it out.

We came on back to the meeting, which was on a Saturday morning, and we presented our case to the committee as far as set erection was concerned. And as far as the building of sets on stages was concerned. We claimed all the jurisdiction of the building of sets on stages. We claimed all of the work on stages. We are known as stage employees.

The committee listened to our story, and they left, and they handed down their decision. They took away from the IATSE the jurisdiction of the set dressers and they gave it to the painters. Why, I don't know. I have heard much about history of the studios here. If the property man for all of these years in the studio had not been the set dresser, I don't know who has. But they took him away and gave him to the painters.

They took away from the IATSE the frosting of windows and gave it to the painters. I didn't even know there was a dispute about the frosting of windows. It never came up and we never had the right to argue whether it belonged to us or not. Somebody said because the frosting was put on with beer there was an argument about it. I don't know whether it was about the frosting or the beer. Anyhow, they gave it to the painters.

They took away from the IATSE the operation of electrical-driven wind machines. Now, there was no dispute about the operation of electrical-driven wind machines. We had a contract; it was ours. We had an agreement with the electrical workers, but the committee gave it to the electrical workers.

They took away from the IATSE the flagmen, signalmen, and whistlemen. They gave that jurisdiction to the building service employees, a union which only came into the studios about the year of 1937 or maybe a later date. But they gave it to them.

They took from the IATSE work on the stages which might be termed as plumbing work, which we had done for years; not just now. And then they came on down to the fifth place, where they gave the erection of sets on stages to the IATSE. Out of the whole arbitration that was the only thing we gained. We didn't gain that, and we weren't satisfied with that again, because we had asked for all the work on the stages. So they threw us a bone.

They gave us the erection of sets on stages, with the exception of mill and trim work. Not why, why did the committee do these things? Did the committee do it because they went into the jurisdiction and they studied each and every problem? Did they try and find out what the property man was doing, what the carpenter was doing, and what the electrician was doing? They didn't have time to do that. They can't honestly say that they went into the jurisdiction.

So they decided that the best way to arbitrate this difficult problem and to hand down a decision was to take agreements which had been drawn either by the international unions or by the local unions and put these agreements into full force and effect, and that is what they did.

That is how we lost the electrical-driven wind machines, because in the agreement which the committee obtained, that was given to the electrical workers. But we had negotiated a new deal later on, and it had not been written into this agreement. So that agreement in full force was put into effect. And we lost the wind machines on account of that.

They took the agreement which the committees out here had worked on for weeks with the plumbers organization, and they took that agreement, because we were very close to an agreement, and they said, "We will put this agreement into full force and effect."

And then they took the carpenters' agreement, which had been drawn up by the local unions out here in 1926, and that was the last agreement which was drawn up out here, and they said, "We will put this agreement into full force and effect." Historically they didn't worry about what happened in the studios. Historically they couldn't have worried about what happened in the studios, because if they did, they never could have taken away the right of the set dressers from us. They never could have taken away the electrical-driven wind machines from us. They never could have taken away the plumbing work from us which we had done on the stages.

The committee, in conversation with me, has said just about that. The decision was handed down. We didn't like it. We felt that here was another defeat for the IATSE.

It is not nice for a leader of an organization to come out and say, "Boys, we put on a swell fight out here for seven or eight months and we have won, but because we won we are going to give the plumbers—because we won, we are going to give away the electrical-driven wind machines. Because we won, we are going to give away the frosting of windows. Because we won, we are going to give away anything else they have taken away from us. All we are going to get is the erection of sets on stages, with the exception of trim and millwork."

However, we agreed to it. We had agreed to be bound by arbitration and we accepted it. Now comes the time where the agreement is to be put into full force and effect.

Big Bill Hutcheson, he didn't like it. The IATSE, they agreed to be bound by it. The plumbers agreed to be bound by it. The building service agreed to be bound by it. The painters agreed to be bound by it. But not Big Bill Hutcheson. So the employer don't know what he is going to do.

Mr. KEARNS. Everyone else agreed to it except the carpenters?

Mr. WALSH. Yes, sir.

Mr. KEARNS. All right.

Mr. WALSH. Everybody under this directive agreed to be bound by it, to the best of my knowledge, except the carpenters.

Mr. McCANN. May I ask a question, Mr. Chairman? Do you know whether any of the other international presidents of the plumbers, painters, service employees, or anyone else contested to the council the decision of the three-man committee?

Mr. WALSH. To the best of my knowledge; no.

Mr. McCANN. Did you?

Mr. WALSII. No, sir. I agreed to be bound by it in Cincinnati. I had no right to protest and nobody else had a right to protest, because this was one thing the American Federation of Labor had done which said that their decision would be final and binding. They didn't have to report back to the executive council. They didn't have to take it back to the convention to be concurred in.

They said, "At the end of 30 days you hand down a decision, and that is it."

Mr. McCANN. Well, was any protest made by Bill Hutcheson to you over this decision?

Mr. WALSII. No, sir.

Mr. McCANN. Was any protest at that time made officially to the three-man committee or to the council by him?

Mr. WALSH. Not to my knowledge.

Mr. McCANN. I was getting at this: You said he was the only one that protested. I was trying to get at the protest that he filed. I haven't any doubt, from what we have heard, he raised a lot of Cain about it with the council. I wondered if there was anywhere in the record—

Mr. WALSH. I think we can find some letters where he said he wouldn't be bound by it.

Mr. McCANN. I wish you would try to find them.

Mr. LEVY. I will look for it.

Mr. McCANN. If you recall this morning, you gentlemen were rather critical of hearsay testimony. If he has the letters, I would rather have them.

Mr. PRICE. There is one such letter in the record.

Mr. McCANN. There is one?

Mr. PRICE. It is a late one, in September of 1946, in which he says he never had accepted it and doesn't accept it now.

Mr. LEVY. I will check the records.

Mr. KEARNS. All right. Let's proceed then, Mr. Counsel.

Mr. WALSH. Now comes time for the employer to put this into effect. The people have been on pay now for 60 days and the ones want to know who is going to do what. So the employer receives a report from Hutcheson he won't be bound by it. How they received it, whether by telephone or what, I don't know.

So they asked for 10 days, I believe it was, before they would be asked to put this into full force and effect; which we granted.

After the 10 days were up, we then said, "Now, let's put it into full force and effect."

Then the council of the American Federation of Labor was meeting in Miami. Hutcheson was protesting to the council, from what we heard out here. I at that time was out here.

The employer wasn't too anxious to get into another strike. He said, "We agreed to be bound by this arbitration. Now, somebody should make it stick." He said, "Will you go down to Miami with us and see what can be done down there?"

I said, "All right." But in the meantime, I got a telegram from President Green asking me to come to the council meeting in Miami. I wired him back I would be there.

The producers hired a plane and went down again, and I hitch-hiked along with them again so we would all be there at the same time.

The rumors flying around Miami was that Hutcheson was going to get out of the American Federation of Labor unless this decision was changed. And there were many of the tops worried he might get out.

So there was many meetings held in the hotels day and night, trying to solve this problem.

I insisted that we had agreed to an arbitration. I insisted that the arbitration was to be final and binding, and I insisted that Hutcheson should live up to the arbitration.

We finally got in before the council of the American Federation of Labor, at which time Hutcheson was present. We argued the case pro and con, as to whether there was going to be any men lost by the carpenters and any men gained by the IATSE.

I brought out the facts of what we had lost, so far as the set dressers were concerned and so far as the building service, and everything else and the electrical-driven wind machines.

I said, "We are losing on this side and we would gain on this side." So we were satisfied with it—we left—

Mr. McCANN. At that time—pardon me just a moment. At that time do you recall Mr. Tobin asking Mr. Mannix how many men would be lost to the carpenters if the set erection was given to the IATSE?

Mr. WALSH. That question was asked. Whether it was by Tobin or not—my memory don't serve me to that extent. It was one of the members of the council, and I would say that it was possibly Tobin.

Mr. McCANN. All right. What was the answer, if you recall, that was given?

Mr. WALSH. The figure was quoted somewhere around 300, 350, or somewhere around that figure.

Mr. McCANN. Mr. Knight, or Mr. Birthright, or Mr. Doherty testified to the effect that under their decision the carpenters couldn't lose any employees, because it was their intention to maintain their historic functions?

Mr. WALSH. I never heard any such remark. In fact, at this time the three members of the committee were insisting that there was not to be one word changed in their decision.

Mr. McCANN. And they insisted on that?

Mr. WALSH. Oh, yes. They wanted their decision maintained, and there wasn't to be one word changed in it.

Mr. McCANN. Did you have occasion at the conference to talk privately with any one of these three men?

Mr. WALSH. I would like to proceed to this extent: There was a meeting arranged by the council between these three men—I think one of them had left, I don't know which one it was. I think there were two of the three men in the meeting with President Green, Bill Hutcheson, and myself. And we then argued the thing pro and con there and brought up the grips' agreement and brought up what the grips' agreement meant, and tried to arrive at a settlement so that Hutcheson would stay in the American Federation of Labor and abide by this decision.

This was a private meeting arranged by the council. And at that time he wouldn't do it. He wound up by saying, "If my local out there wants to be bound by it, let them go ahead. But I will have nothing to do with it."

Then the employer said to President Green, after this meeting had broken up, "What are we going to do? It looks like here we are in for another fight."

So President Green said, "I think you will have to do the best you can about running the studios out there. If Hutcheson won't be bound by his own word and agreement, you will have to go along and do whatever you want to do."

I asked President Green then, "All right. If Hutcheson won't be bound by this, just leave us alone in Hollywood. We will run the studios, and we will run them without Hutcheson if he don't want to run them with us."

So that was the meeting and it broke up. Now, I understand at this meeting—and I have no proof but hearsay, and if you don't want to accept that, we can strike it—I understand that Hutcheson made a motion in the council that the 1921 agreement be put in full force and effect.

The 1921 agreement was the agreement that took everything away from the IATSE and gave it to the carpenters.

And I understand by the grapevine only, that Hutcheson was advised to withdraw that motion because he only had his own vote in there to take care of it.

Mr. KEARNS. Mr. Counsel, it will be all right for that to go in the record as a remark from Mr. Walsh. He intends that merely as hearsay.

Mr. McCANN. I understand. It is a suggestion that we might, through subpenaing the record, secure from the council the motion, if it was made.

Now, just as we have permitted hearsay from others, we will permit him to indulge in it if it serves as a suggestion.

Mr. KEARNS. We will recess for 10 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

Mr. WALSH. I believe we left off at the council meeting in Miami.

Mr. KEARNS. That is right, sir.

Mr. LEVY. Mr. Chairman, with your permission, could I go back to comply with two of the three requests that you made before the recess?

Mr. KEARNS. I have no objection.

Mr. LEVY. Thank you. One of them was a letter dated February 17, 1945, written by Mr. William L. Hutcheson to Mr. Pat Casey, which was before the March 12, 1945, strike.

Mr. McCANN. May the record show that the letter to Mr. Casey has been reproduced on page 1250 of the transcript? The letter to Mr. Casey is set out, and that will save rereading it.

Mr. WALSH. Mr. Chairman, this is a story I don't think a lot of the people in this room have ever heard this story before. They have heard a lot of other stories, and maybe one of the reasons why they are walking around the streets today, there are many reasons why the IATSE—or at least they have advanced reasons why the IATSE has been stealing jurisdiction. I would like to have this letter read, because I am telling a story here, saying that Hutcheson prior to the 1945 strike, at that time, was trying to get jurisdiction which he thought was his. And it was not the set dressers. That is the reason I would like the people to hear this letter.

Mr. KEARNS. Just a minute. I want to ask one question before the letter is read.

Mr. Cambiano, will you stand up a minute? Are you in knowledge of this letter?

Mr. CAMBIANO. I believe this letter was read during the first week, when I was not present.

Mr. KEARNS. All right. I have no objection to the letter being read into the record.

Mr. LEVY (reading):

LAKELAND, FLA., February 17, 1945.

Mr. PAT CASEY,

5504 Hollywood Boulevard, Hollywood, Calif.

DEAR PAT: This will acknowledge receipt of your communication of February 9.

I note with particular interest what you say in reference to the controversy over the set dressers who have affiliated with the interior decorators.

Our mutual friend, Herb Sorrell, called me on the telephone some weeks ago in reference to the matter and asked me to contact Bill Green, which I did, but as you state, there was nothing Bill could do in reference to the matter.

Following that, Cambiano and Skelton, representing our organization, were informed that if the decorators went on strike our members were to recognize the picket line.

You, Pat, know as well as I that for some time there has been a contention over prop making, and we, representing the brotherhood, have contended that the making of props was work that should be done by our members, and the thing has dragged along for a considerable length of time, and I know of no reason why there should not be a final solution to the matter arrived at.

As far as going back to the understanding which you quote as having been entered into in 1921 is concerned, the time for that, in my opinion, has long since passed.

I would suggest that you do not deduct anything from the wages due our members, because if you do and they resent it by taking a vacation I shall not interfere in the matter.

Sincerely,

W.M. L. HUTCHESON,
General President.

That is from pages 1250 and 1251 of the record.

Mr. WALSH. You understand, Mr. Chairman, that is before that great 1945 strike, which was over, as everybody out here thought, 77 set decorators or set dressers, as we call them.

Mr. KEARNS. Another thing to help me out. Now, does that explain to you, that letter, that Mr. Sorrell's call to Mr. Hutcheson was in good faith?

Mr. WALSH. Was in good faith? Oh, I would concede that it was. I don't know what he called about, but I would say—

Mr. KEARNS. Evidently he was interceding some way there.

Mr. WALSH. No, I don't know. You see, there is quite a long plot attached to the Hutcheson-Sorrell set-up, too. I don't think that I want to go into that right now. That might be brought out in further testimony that we are going to offer.

Now, as to securing meetings with this committee—

Mr. KEARNS. In my deduction I took from the letter that evidently the call had been acceptable to Mr. Hutcheson.

Mr. WALSH. Well, I don't know what he called about, whether it was planning for this March 12 strike or not, I don't know that. He might have been planning that March 12 strike.

Mr. KEARNS. I see. We won't go into that now.

Mr. LEVY. The second letter that the chairman asked me to get was that in which Mr. Hutcheson stated that he was not bound by the directive. Now, that, we find in the record, was not a letter but was a telegram dated September 25, 1946, sent from Indianapolis, Ind., and signed by William L. Hutcheson, to Pat Casey.

Mr. KEARNS. Was the original telegram received in evidence?

Mr. LEVY. All I know is that the telegram is typed in full at pages 1403 and 1404 of the record. I was not present during that day, which was August 14, 1947. I did not come into this room until Monday of this week.

Mr. KEARNS. That is right. Evidently the telegram was received, Mr. Counsel.

Mr. McCANN. Yes; it was received.

Mr. LEVY. And the statement there to which the witness referred was:

Through the attempt at settlement a committee representing the executive council of the American Federation of Labor was selected and made a survey of existing conditions and made a finding as a result of their investigation and while it is true the undersigned on behalf of the international organization could not and did not accept the directive notwithstanding that fact members of our organization employed in the studios were instructed to do as they saw fit, which was that they continued to work notwithstanding the fact that there was an encroachment upon their jurisdiction by members of the IATSE.

The third point that you asked me to check was the dates of the letters from the American Federation of Labor to Mr. Walsh asking him to cease and desist in the issuance of local carpenters' and painters' charters. I have not yet, during that recess, been able to find it, but I shall try to do so during the next recess.

Mr. KEARNS. All right, thank you.

Mr. WALSH. I will start from the Miami meeting.

Mr. KEARNS. Go ahead.

Mr. WALSH. We then returned to Hollywood, and the directive or the decision of the three-man committee was put into full force and effect by the employer.

Now, the proof that that decision was workable could be set forth here, that we worked under that until the September strike, or trouble, as it might be called. How Hutcheson received his clarification of the decision, I don't know, but I do know this, that in the May meeting of the executive council they again refused to change one word of the decision of the three-man committee. Then, lo and behold, in August when they met I find out that they handed out a clarification of the decision, and I think that is where all the trouble in

Hollywood started, was the clarification of the decision. I think that anybody who has ever had anything to do with arbitration and agreed to be bound by the arbitration would be just about as much surprised as I was when the council of the American Federation of Labor handed down this decision.

I understand that the clarification was made by the 3 men under instructions from the council. How any 3 men could go into a room and try to set forth in writing clearly what they thought, and only they thought, because there was nobody out here but the 3 men, and then take it into the council room and have somebody read it over—I don't know who the somebody was that read it over—and say, "I am not satisfied with that. You go on back and write another one," and then the 3 men went out and they wrote another clarification, and then they came in with this clarification and somebody read it over in there and said, "Well, we will receive that one."

Mr. KEARNS. Now, what you are trying to do here, then, is to say that the first one they wrote, somebody didn't like it, and they wrote another one?

Mr. WALSH. Certainly.

Mr. LEVY. That is in the record, isn't it?

Mr. WALSH. That is right. Those were the 3 men who were supposed to clarify something, and the council didn't know anything about what they had done out here.

Mr. KEARNS. They were appointed to do the job.

Mr. WALSH. Exactly, and the 3-man committee tried to clarify some of their own language handed out here, and they had to satisfy somebody on the inside of the council as to the language of their clarification on it. I am just trying to bring out here just what the facts are. I am trying to bring out the fact why the IATSE is fighting with its back up against the wall to see that this arbitration decision is upheld. I sympathize with all of these people who are out on strike. I don't like to see their families have to worry where they are going to get their next meal from, because I have been a union man all my life and I have been trained as a union man, but when I give my word that I will do something as a representative of the IATSE, I think that the other man and the other men should be just as big as I am and do the same thing.

Now, the entire issue, the reason we are here today, is because of the fact that the IATSE agreed to an arbitration and after that arbitration was handed down and they lost that some other party who had agreed to that arbitration will not be bound by it.

Now, I don't know whether that is a function of the committee or not. There is no law that says that Hutcheson should be put in jail, and I am not going to ask you to enact a law to put Hutcheson in jail, because I don't want any labor man to go to jail.

Mr. KEARNS. Neither do I.

Mr. WALSH. And I would not ask that the Congress of the United States enact a law to send them to jail. Let us take care of them within the labor movement.

Mr. KEARNS. That is right.

Mr. WALSH. Let us show the entire labor movement what kind of a man Bill Hutcheson is. Let us show the labor movement and you people here in Hollywood why you are out on strike. Let's show the kind of a man and leader that you are following.

I am making these statements here under oath and I am telling you that if Bill Hutcheson didn't go back on his word, if he didn't back away from the arbitration when he lost, you would not have been out on strike since last September and the IATSE would not have been accused of stealing everything in the studios. We are not here to steal. The history of the IATSE can be traced back in the studios, and many of the people who are fighting us today, we helped to organize them, we used our strength to get them some of their increases, and I think that you should know the story.

Now, Mr. Chairman, I have tried to explain to you as best I could why this September strike was started and what the cause of it is; the full cause of it, and the only cause of it, is because one man has gone back on his word. That one man, you tried to subpoena him, you have tried to serve him, you have tried to bring him here so that you could talk to him. He is just a little too big for that.

Now, the IATSE, as I have shown you, has not run away from any meeting from the time this trouble started to date. Every time they have asked the president of the IATSE or its officials to attend a meeting, no matter where it was, we went there. I think that the record will show that we have leaned over backward every chance that we got. I am not going to sit here and tell you that we are lily-white and that we have done everything 100 percent right. We have been in a fight that has been a tough fight, one that we didn't like any part of, and we have had to fight the opponent on the ground that he threw us onto. We have done that, and I think we have won the fight.

Now, Mr. Chairman, I am willing to answer any questions pertaining to this. I think I have covered the story up to September.

There is another angle to this whole studio situation out here. We are going to cover it in another way. I don't want to confuse the issue. I wanted you to see the labor issue of it, and as a member of the American Federation of Labor I am sorry that the American Federation of Labor just didn't make the big man live up to his word.

Mr. McCANN. Mr. Chairman, do you want me to proceed to examine him on this part of the testimony, or do you want him to finish his statement?

Mr. KEARNS. He said he didn't want to confuse it at this time. I think it might be a pretty good idea, if he has no objection now, for counsel to clarify this phase of it, if you want to, while it is fresh in his mind and our mind, by maybe a few questions someone wants to ask.

Mr. LEVY. May I facilitate this by adding on this phase of it, there are certain portions of the minutes of the general executive board of the International Alliance and of the convention which ought to be placed on the record.

Mr. McCANN. Would you indicate those portions and we will put them in for reference purposes, if you will just indicate them to me.

Mr. LEVY. They are short, and I think that in view of the statements that have perhaps been made here, that—

Mr. McCANN. Would you like to read them in?

Mr. LEVY. Certain portions of it, and the other portions I will have marked for reference.

Mr. McCANN. All right. Mr. Chairman, I move that Mr. Levy be permitted to read into the record the portions which he thinks necessary.

Mr. KEARNS. Is it necessary to read them in? Can't we mark the book?

Mr. McCANN. He is going to mark those that are long and we will put those in for reference purposes only, but he wishes to read in certain short excerpts which he thinks are important.

Mr. KEARNS. All right.

Mr. LEVY (reading) :

Report of the general executive board, held at the Hollywood-Roosevelt Hotel, Hollywood, Calif., May 21 to 25, 1945.

Mr. McCANN. What volume are you reading from?

Mr. LEVY. I am reading from the proceedings of the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada, thirty-eighth convention, held in the Stevens Hotel, Chicago, Ill., July 22 to July 26, 1946, inclusive. [Reading:]

A special meeting of the general executive board of the International Alliance of Theatrical Stage Employees—

giving the full name—

convened at the Hollywood-Roosevelt Hotel, Hollywood, Calif., Monday, May 21, 1945, at 2 p. m., on the call of International President Richard F. Walsh.

Then there was a roll call and there was other business, and then this is the report in the minutes [reading] :

HOLLYWOOD STUDIO STRIKE SITUATION

President Walsh assisted by Vice Presidents Floyd M. Billingsley, Felix D. Snow, Carl G. Cooper, and William C. Barrett, International Representative Roy M. Brewer, General Counsel Frank B. Murdock and Judge Matthew M. Levy, special counsel, gave the board a complete and detailed account of the existing Hollywood studio controversy from its inception to the present time.

Included among the topics reported on were:

(1) Jurisdiction over the set dressers, (2) encroachment by the conference of studio unions and its affiliates, (3) jurisdictional aggressions and demands of the machinists, carpenters, electricians, and other organizations, (4) Communist infiltration in the studio labor unions, (5) the War Labor Board proceedings, (6) the stand-by order to all IATSE locals, (7) the strike of the conference of studio unions and other organizations against the IATSE, (8) the directive to the IATSE locals and members in Hollywood not to respect the picket line established against the IATSE, (9) the later directive to the IATSE locals in Hollywood not to recognize craft jurisdiction lines during the emergency, (10) the National Labor Relations Board proceedings, (11) the War Manpower Commission proceedings, (12) the court proceedings, (13) the new charter issued, (14) the relationship of the IATSE to the American Federation of Labor, (15) general and specific jurisdictional questions, (16) settlement conferences, (17) conferences with employers, (18) relationship of the IATSE to other organizations working in the studios.

After full and complete discussion of all questions involved, the board unanimously ratified and concurred in all actions previously taken by President Walsh in connection with the Hollywood studio situation and authorized and directed him to take such further action or actions as he might deem necessary, expedient or advisable to protect the interest of the alliance, its officers, its affiliated local unions, and its members.

The board further unanimously decided that everything honorably feasible to settle this matter, in cooperation with the officials of the American Federation of Labor should be done, consistent with the due protection of the interest of the

IATSE, in order to retain the close relationship which has existed between the IATSE and the American Federation of Labor over the past 50 years. The board also asked a number of pertinent questions relative to the solution of the problem, and directed President Walsh to convey its position to the American Federation of Labor by official letter.

HOLLYWOOD, CALIF., LOCAL NO. 44

President Walsh also reported, as an outgrowth of the Hollywood studio situation, that, after investigation and compliance with the constitutional requirements, a state of emergency was declared, and, after hearing, continued in Hollywood, Calif., local No. 44, in view of the critical situation there, and the unanimous request of the executive board of that local. President Walsh stated that he had appointed International Representative Roy M. Brewer to take over control and operation of the affairs of local No. 44, in behalf of the international president until such time as the emergency terminated. The general secretary-treasurer reported that no appeal had been taken to the general executive board from the international president's continuation of the declaration of emergency.

REPORT OF THE GENERAL EXECUTIVE BOARD

Held at the Astor Hotel, New York City, N. Y., September 24–October 2, 1945.

* * * * *

HOLLYWOOD STUDIO SITUATION

Present for this session of the general executive board was the entire official family, and also, pursuant to the invitation of President Walsh, there were present officials and representatives of the various local unions in the metropolitan area of New York.

International President Walsh made a detailed report to the board as to the studio strike situation in Hollywood, Calif., with all of its many ramifications. He called upon International Representative Roy M. Brewer to give a report to the board as to the Communist efforts in the studios, and such a report was given. President Walsh also called upon Judge Matthew M. Levy, special counsel to the alliance in the Hollywood studio labor problems, to give an account of the legal matters and litigations before the various courts and administrative tribunals, and Judge Levy gave such an account.

The various reports were complete and were listened to intently by all those present. In addition, all of the correspondence between the American Federation of Labor and this organization was read.

When the board resumed executive session, all phases of the situation were again reviewed, including the various defensive and protective steps taken on behalf of the IATSE and the board unanimously approved the conduct of the IA officials in the strike, and unanimously delegated to the international president full responsibility, authority, and power in the premises to act for and in behalf of the alliance, its locals, and members.

REPORT OF THE GENERAL EXECUTIVE BOARD

Held at Rice Hotel, Houston, Tex., February 11–16, 1946.

The regular midwinter meeting of the general executive board convened Monday, February 11, 1946.

* * * * *

HOLLYWOOD STUDIO SITUATION

International President Walsh reported to the board on the entire situation on all matters since the last board meeting, September 24, 1945, held in New York City. Particular reference was made, among other things, to the conferences of President Walsh with the American Federation of Labor, culminating in the Cincinnati directive and the jurisdictional decision made by the subcommittee of three of the executive council of the American Federation of Labor.

All issues of the controversy were considered by the board, the jurisdictional awards were examined, the present status of the Hollywood studio situation was reported on, and the prospective disposition of the remaining problems considered. The board took occasion to express utmost satisfaction with the effective, vigorous, and successful manner in which International President Walsh has handled this serious matter in the life of the alliance. It commended him for the courageously determined battle he waged and the splendid results achieved for the alliance and its members.

All of that was presented to the convention of the delegates, thirty-eighth convention in Chicago, on July 22 to July 26, 1946, inclusive, and approved at the convention.

Then also at the convention the international president made a report on the Hollywood situation which I shall not read here, but I will submit this entire volume for reference, with your consent.

Mr. McCANN. Will you indicate the page on which the report was made?

Mr. LEVY. Yes; I will. That report was presented in accordance with the rules of the convention to a committee on the president's report.

**SUPPLEMENTARY REPORT OF THE COMMITTEE ON THE PRESIDENT'S REPORT TO THE
OFFICERS AND DELEGATES TO THE THIRTY-EIGHTH CONVENTION, IATSE AND
MPMO OF UNITED STATES AND CANADA**

Greetings: The president's report committee met again on July 25, 1946, at 8:30 p. m., at which time the supplement to International President Richard F. Walsh's report on the Hollywood studio situation was considered in its entirety. The entire situation was thoroughly studied and discussed. Utmost attention was given to his statement that the time had come for plain talk and concrete action on the part of the delegates of this convention either to welcome and adopt the party line as a definite part of this organization, or to take positive action that will for now and all time rid the alliance of this growing insidious menace and to protect the loyal members of the alliance working in the studios. Also seriously noted was his request of you, the delegates, to protect further the source of supply from our Hollywood studios so that you, the stage employees, the moving picture operators, the laboratory technicians, and all affiliates, whom you represent here, will not be stopped because of the source of supply being cut off.

After a thorough analysis of this subject, it was unanimously decided to appoint a subcommittee of our committee, with full power to act, to devise ways and means to rid our organization of any and all subversive elements and to protect the entire alliance and its local unions and members because of the Hollywood studio situation. As a result of the action of the subcommittee, the following is recommended for adoption by this convention:

"This convention approves the acts of International President Walsh and the general executive board in their handling of the Hollywood studio situation from its inception; and the general executive board and the international president from now on have full and complete power to act in the matter of the Hollywood studio situation; and, to this end, they are hereby given the authority to add to, suspend, cancel, or amend any portion of the present constitution and bylaws of our international alliance which they may deem necessary."

In submitting the above recommendation the committee feels that drastic action must be taken and wish to call to your attention that a precedent was established for such a recommendation at the Ottawa convention of our alliance in May 1919, when it resolved there that—

"The situation in Los Angeles, Calif., and the moving picture film studio situation throughout the United States and Canada be placed in the hands of and under the sole direction of the international president, he to have full power to act, it being the decree of this body to include in this motion the power on the part of the said international president to alter, amend, or cancel any portion or portions of the present constitution and bylaws of this organization as he in his judgment, may deem necessary to incorporate in the existing bylaws of the

International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada."

At that time the convention unanimously adopted this resolution for the good and welfare of the international alliance as a whole. We must do the same now. Your committee on the President's report requests concurrence in the above recommendation in the interest of all the members of your international alliance.

We cannot close our report without wholeheartedly commending International President Walsh for the great accomplishments of his administration in spite of the many obstacles and difficulties in his path. In our opinion, as a result of International President Walsh's efforts, our international alliance is on the march again with heads high, protecting our members as only a sound and fighting labor organization can and should do.

Respectfully submitted.

PRESIDENT'S REPORT COMMITTEE.

There are 40 or 50 names of the members of that committee, delegates who signed it. I won't read them.

Then there are several pages of debate pro and con on the resolution, to approve the acts of the president and to give the general executive and the president power in the premises. That will be marked for reference, so you will see there was discussion on the question.

And finally toward the end appears the following:

* * * Cries of "question." * * *

International President WALSH. I would like to pass a few remarks upon this myself, if you will grant me that permission. I know in listening to the reading of this report, that it is very, very drastic. I know that it places in the hands of the international president, great power. I also noted in listening to the report that the same power had been placed in the hands of one of our fine international presidents when we were in the fight up to our necks.

Now, I don't know who is going to be the international president 5 hours from now, and neither do you. But if I were a delegate sitting out on that floor, I would give to whoever is the international president, and the general executive board, the power to protect our jurisdiction and our local unions in Hollywood, because it is necessary. When the last war was declared, President Roosevelt asked for great power. Everybody said, "Give it to him because we must win. If we don't win we lose all."

The same thing applies to Hollywood. Whoever your international president may be, a few hours from now, he has still to carry on a terrific fight. He must have power to tell the local unions out there what they should do, not to ask them. I say to tell them. And if you don't give him that power, then you are to blame 2 years hence, when he comes back here and tells you what has happened.

* * * Cries of "question." * * *

International President WALSH. I hear sufficient voices calling for the question. Shall the main question be now put?

* * * Shouts of "yes." * * *

International President WALSH. The main question is to concur in the report on the president's report. All those in favor of concurring in that report will signify by rising. All those opposed. Carried.

Delegate GEORGE FITZGERALD (local 1, New York, N. Y.). I would ask at this time, that it be a unanimous vote, and that the California, or any other delegation would make it such. Thank you.

International President WALSH. That is purely up to the delegation. Anybody who wants to make it that, can make a motion to that extent.

Delegate Lehner evidently spoke against the resolution.

Delegate LEHNER. In view of the majority decision of the International Alliance of Theatrical Stage and Screen Employees, I hereby make that motion that the president's report be concurred in unanimously. As I stated before, we are all members of the alliance. We have a right to our viewpoints, whether we agree or disagree. But in the harmony and perpetuation of this alliance, I make that motion, Mr. President.

Delegate JOSEPH SINGLETON (Local No. 468, Hollywood, Calif.) I second the motion.

International President WALSH. On the question.

All those in favor will signify by saying "aye," contrary.

(Two or three "noes" were heard.) The "ayes" have it, but it isn't unanimous.

Some questions were raised about the election at the convention. There were 1,075 ballots cast, a total number of 1,075.

The number of ballots voided, none. Number of ballots cast, 1,075. I won't read all of the election, but it was sufficient to show that International President William P. Bennett received 426 and Richard Walsh received 649 votes. And Richard F. Walsh was installed as international president for the ensuing 2 years.

I don't want to read at the present the action of the general executive board and the international president taken on July 27, 1946, pursuant to the authority vested in them by the convention. That action is printed in this exhibit, which was referred to by one of the witnesses yesterday, and which I stated that his construction of the power given to the president was wrong. If you remember, it was stated I would refer that to you later.

The point I wanted to make, without going over it in full, was that the power that was given by the convention in July of 1946 to suspend or cancel existing law, in view of the emergency, so far as the Hollywood situation was concerned, was not given to Richard F. Walsh personally. It was not even given to the international president, whoever he may be. It was given both to the general executive board and the international president. And that is clearly indicated by the portion of the proceedings from which I read, and also from the action taken in this smaller brown book.

Mr. McCANN. Mr. Chairman, may I have these proceedings marked as reference exhibits?

Mr. KEARNS. No objection.

(The convention proceedings referred to will be found in the files of the committee.)

Mr. KEARNS. I hear that through the testimony there are a number of cases where you enforce what they call the emergency ruling, where a situation exists that is not according to Hoyle, I imagine. It isn't functioning as it should, according to union regulations.

In how many places where the emergency ruling has been set up, emergency cases or ruling, have they eventually been settled?

Mr. WALSH. Well, in my entire administration I don't think there has been more than eight cases since 1941. And at the present time I think I made a statement this morning there were six. I think there are four in existence at the present time.

One of the main cases of emergency that was set up under our administration was the Chicago, Ill., 110 motion-picture machine operators' case, whereby we took it over under emergency.

We found some 350 to 400 permittees who had been paying 10 percent of their salary for 10 to 20 years. We took it over under emergency, and wiped that out, and kept the local for several months and turned the local back to them.

Mr. KEARNS. That is cleared up?

Mr. WALSH. That is cleared up. We did the same thing in St. Louis, Mo. We are doing the same thing out here in local 683. I think we found some several hundred permittees out here at that time.

Local 44 at the present time, I think we have taken in under the

IATSE rule some 450 to 500 members we found were on permit out here.

In the entire administration since 1941 I would say out of 950 locals we have had very few cases of invoking the emergency act. In most cases it has been requested by the executive board or the membership of the local unions themselves.

Mr. KEARNS. What I wanted to establish was once that condition exists, then it is your duty as international president to delve into it and see how quickly it can be restored to its former union headquarters?

Mr. WALSH. When the emergency doesn't exist, we turn it back. I think the first time the voting machines were used in Chicago, Ill., were used by us in local 110; we brought in voting machines.

Mr. KEARNS. Interesting. You stated very early in your testimony that it was necessary in the movie industry to carry on negotiations in New York early after you came out here, I think, right at the beginning of your testimony. You said you found out after coming here that if you were to negotiate it was necessary to go to New York. I took it from that you meant that there was no other way out of it. If you were going to negotiate or sign contracts for any unions here you had to go to New York to have it done.

Mr. WALSH. No; I think I said in the testimony we could do it quicker by going to New York.

Mr. KEARNS. Oh.

Mr. WALSH. Because the heads of the firms were in New York. You will have to realize up to that time there is what is known as the basic agreement, which was in effect with the Hollywood studios, and that basic agreement stipulated negotiations should be carried on by the presidents of the firms, plus the presidents of the unions. That procedure—we changed it a little bit.

Mr. KEARNS. Do you think that has been alleviated in the last year and a half?

Mr. WALSH. In the last year and a half I think I spent about 9 weeks out here negotiating the wage scales here in Hollywood. I think the negotiations run along about 9 weeks, and that was with no presidents.

Mr. KEARNS. You have been here, I think, since we have had some of management on the witness stand, Mr. Work and Mr. Mannix, and Mr. Meyer. Would it be your opinion as an international president there is a trend in the movie industry to do the business here, rather than New York?

Mr. WALSH. I think the entire labor situation in the Hollywood studios in the past 4 years has changed. I think more of the responsibility is being passed out here to the executives in charge in Hollywood.

Mr. KEARNS. You really feel that way about it?

Mr. WALSH. I do. As I say, the last contract we negotiated was done here with the executives here and not the presidents.

Mr. KEARNS. Mr. Walsh, do you feel that during this strike and turmoil, even from 1941 on, which went into the serious situation, 1945 and 1946, do you feel that war conditions, playing upon maybe the nerves of people who were working hard and worried about their children in combat, and one thing and another, probably was one of the main factors for the inability to get people to think comprehensively?

Mr. WALSH. Probably had a lot to do with it. But I think that underlying here in Hollywood, with the entire labor situation, is another fact which is underlying in the entire world today. The world is not at rest today. There is much unrest here and that is caused by another country, let's say, that might not like what we are doing here in America. I think that the interests of that country in Hollywood here has a lot to do with the unrest, also. I think by the testimony that might be given here later on you will find out it is not all jurisdiction here in Hollywood. That there is certain color mixed up with it.

Mr. KEARNS. Under the directive I was led to believe, by reading it, that probably one of the main faults with it was it didn't definitely—wasn't a clean or clear-cut definition in the work prescribed to the grips.

Then in your testimony you said that the carpenters and the grips here had made an agreement, and Mr. Hutcheson wouldn't agree. Do you think there was some misunderstanding there in the pure definition of the duties of the grips and the carpenters in the directive?

Mr. WALSH. No, sir; I don't think there was any misunderstanding. The proof of that is we worked for several months here and everybody knew just what to do. There is no misunderstanding that the erection of sets on stages means one thing, and mill and trim work means another thing. Every mechanic in the studios will tell you what mill and trim is.

Mr. KEARNS. I know what it is, too.

Mr. WALSH. The grips, we have no trouble with the grips organization. The only trouble we had with the grips organization, after they found out the IATSE had secured the jurisdiction by this decision, and they hadn't done it, they would like to say, "We want to get—turn it over to the grips."

We had no misunderstanding as to what the work was. We might have had a little misunderstanding among ourselves as to who was going to do it.

Mr. KEARNS. The work you think of as the grips was clearly defined?

Mr. WALSH. Yes. The grips know their work. There is no trouble with our grips organization, what they should do and what they should not do.

Mr. KEARNS. When you told Mr. Green you would run them, after the Miami conference, you would run the studios as best you could—I forget your words—it was to that effect, after it was obvious so many others there wouldn't agree, what did Mr. Green say to your retort there?

Mr. WALSH. He told the employer and myself to go back and do the best we could.

Mr. KEARNS. That is about all there was to it?

Mr. WALSH. That was about the end of the meeting.

Mr. KEARNS. Would you say that it would have been better if this three-man committee had never been appointed or was the personnel of the committee in any way to blame for the research they did here?

Mr. WALSH. No. I think with the problem the committee had to solve, they done a very fine job, and if it had been left alone and no clarification handed down and after that an interpretation of the clarification of the decision, I don't think we would have had much trou-

ble out here. We would have had some disputes. We would have worked them out among ourselves.

Mr. KEARNS. Then it is your honest opinion—and this is very important to me—you feel that the clarification developed into the real stumbling block of this whole situation?

Mr. WALSH. Very definitely. Because the clarification wiped out the arbitration. If they had left the arbitration alone, we would have been all right.

Mr. KEARNS. Then the arbitration was clicking until the clarification came in?

Mr. WALSH. That is right.

Mr. KEARNS. In your opinion the arbitration was clicking until the clarification was written?

Mr. WALSH. Absolutely right. I might explain by a little story that Tom O'Brien—he is a member of Parliament and he heads the theatrical unions in England. We were standing in the lobby of the convention hall in Chicago, talking about this Hollywood situation. President Green was there and he started to explain the Hollywood situation and how this clarification came down.

Tom O'Brien says to him, "Mr. Green, I will tell you, over in England a man comes home at night very drunk. His wife looks at him. He don't get into trouble until he starts to explain how he got drunk."

So even an Englishman could understand we were in trouble.

Mr. KEARNS. I do want to say I agree with you, Mr. Counsel, at this point, that whether people will admire all the qualifications of the international president of the IA or not, they will have to admit he has at least been willing to leave his yellow pine desk or mahogany desk, or whatever he has at his headquarters, and come out to the scene of operations. I think that point is very clearly established, with 18 trips, as I recall the figure, across the country.

Do you have any questions, Mr. Counsel?

Mr. McCANN. No questions at this time. I would like to defer questions until tomorrow morning, if possible.

Mr. KEARNS. If you have no objection then, we will stand adjourned until 9 a. m. tomorrow, Saturday, morning. Then we will meet for a full day's period. We will reconvene Tuesday morning at 9 o'clock. It is my full intention to end this investigation no later than 4 p. m. on Wednesday.

(Whereupon, at 4 p. m., the hearing in the above-entitled matter was adjourned to 9 a. m., on August 30, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

SATURDAY, AUGUST 30, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9 a. m., in room 324, United States Post Office Building and Courthouse, Hon. Carroll D. Kearns (chairman of the subcommittee) presiding.

Mr. KEARNS. The hearing will please come to order.

Mr. McCANN. Mr. Chairman, I am requested to offer in evidence a telegram of March 16, 1945, from Mr. William Green, addressed to Mr. Walsh.

TESTIMONY OF RICHARD F. WALSH—Continued

Mr. McCANN. I will ask you, Mr. Walsh, did you receive this telegram from Mr. Green?

Mr. WALSH. Yes, sir.

Mr. McCANN. I will ask your counsel to read this telegram.

Mr. LEVY (reading):

MARCH 16, 1945.

RICHARD F. WALSH,

President, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Hollywood:

I submitted following self-explanatory telegram for your information to Mr. Herb Sorrell, Los Angeles, "I regard strike of workers employed at motion picture studios at Hollywood which press reports state you have sponsored as a violation of no-strike pledge made by American Federation of Labor to President of United States for duration of war. It should never have occurred and ought to be terminated at once. Because millions of members affiliated with the American Federation of Labor have upheld honor and integrity and the standing and good name of the American Federation of Labor by adhering strictly to its no-strike pledge, you ought to join with them by doing likewise. I officially disavow your strike and call upon you and your associates to cease and desist from using name of American Federation of Labor in any way in connection with your strike particularly upon banners carried by pickets or otherwise in advertisements or public statements. I also call upon you and those on strike whom you represent to exercise good judgment, terminate the unjustified strike in which you are engaged immediately, and take up grievances for adjustment through agency set up for settlement of grievances during existing war emergency."

WILLIAM GREEN,
President, American Federation of Labor.

Mr. McCANN. Now, in connection with that wire, I wish that you would tell me, Mr. Walsh, what the powers of the president of the American Federation of Labor are.

Mr. WALSH. Well, that is pretty hard as a question for me to answer. The powers of the American Federation of Labor, as far as our international organization, would be we are an affiliate of the American Federation of Labor. If some request was received by us, we would either agree to comply with it or explain to him why we didn't think it should be complied with.

I don't think the president of the American Federation of Labor would have the right to force us, if he saw fit. There is no law in the American Federation of Labor that gives him the right to force us.

Mr. McCANN. In other words, his authority is purely advisory, as a man who holds a position as head of the entire federation, but the internationals that are functioning as members of the American Federation of Labor, as I understand it from several weeks of hearing, are very independent of any authority on the part of either the president or of the council, are they not?

Mr. WALSH. The international unions are autonomous bodies. However, there are some laws in the American Federation of Labor which give the president the right to act and give the executive board the right to act.

Mr. McCANN. I wonder if you would be kind enough, because we are not familiar with those laws, to mark them and give them to us so that we may receive them in evidence as reference exhibits?

Mr. WALSH. We will try to obtain the constitution of the American Federation of Labor and mark out what portions we think would apply to that.

Mr. McCANN. I wish you would, because I think they are very important in attempting to understand the organic powers of the American Federation of Labor over two unions engaged in such long and disastrous strikes in this locality.

Now, yesterday morning before you started to testify, we cleared up the factual data with respect to two of your local unions which you appointed someone to take charge of after action by your international board. Now, those were—was it 44?

Mr. WALSH. 44 and 683.

Mr. McCANN. 44 and 683. Now, we have had evidence given here that one of the former members who had been expelled was elected as a delegate to your convention from 44, as I recall it. Is that correct?

Mr. WALSH. Yes, sir; that is correct.

Mr. McCANN. And that, I don't recall who it was he defeated in the election—

Mr. PRICE. Mr. DuVal.

Mr. McCANN. He defeated Mr. DuVal, as I remember it, in that election, is that correct?

Mr. WALSH. Yes; that is correct.

Mr. McCANN. Now, he testified that then DuVal was appointed by you or by Mr. Brewer as a delegate to the convention from some other union. Now, by whom was that appointment made?

Mr. WALSH. He was appointed by Brewer, I believe.

Mr. McCANN. Do you know what union he was appointed to represent at your convention?

Mr. WALSH. No; I would have to check the record on that. There are several local unions out here, and I wouldn't want to mention a number, and it might be—it might not be that number. We can get

that information. In fact, it is in the convention proceeding that we submitted to you, which will show what local union Brother DuVal represented at that convention. It is in the proceedings we submitted to you.

Mr. McCANN. Did you appoint, or did Mr. Brewer appoint any other delegates to the convention from any of the locals?

Mr. WALSH. I didn't. I think Mr. Brewer will be able to answer that question.

Mr. McCANN. When he comes on?

Mr. WALSH. Yes, sir.

Mr. McCANN. Now, yesterday you told us of the conference that you had in New York with, as I remember, Mr. Casey and Mr. Hutcheson. I don't remember the others who were present at that conference, but I know you mentioned those two. At this meeting you had a number of pictures and tried to divide up the jurisdiction with respect to set erection. I believe you said that the first 2 days everything was harmonious and then the third day Mr. Hutcheson said that he would not negotiate any of these things, or words to that effect. Is that correct?

Mr. WALSH. No; the first day. The first day everything went along very nicely.

Mr. McCANN. It was the second day, then, that there was difficulty and the thing closed up?

Mr. WALSH. It was the second day. If you will remember my testimony, I said that we agreed to keep the IATSE men out of the mills and that I made the suggestion that we both appoint a committee out here at Hollywood and let it lay down the jurisdiction; we would read it over, and if it was O. K., we would sign it and let it go at that. It was then Hutcheson leaned back in his chair and said that he wanted all woodwork, all woodworking machinery, and all work with wood and wood substitutes.

Mr. McCANN. That was before the March 12 strike, wasn't it?

Mr. WALSH. No; it was during the March 12 strike.

Mr. McCANN. How long had the strike been going on at that time, do you know?

Mr. WALSH. I can't quote the date. I would say it was probably around the 26th, 27th, or 24th, somewhere around that, of March.

Mr. McCANN. In that event it was around 2 weeks after the strike had started?

Mr. WALSH. It would be around that.

Mr. McCANN. Then you told us that following that you went out and I thought you said you went out with Mr. Hutcheson and with Mr. Nick Schenck.

Mr. WALSH. No; I went out—

Mr. McCANN. Or did you just go out with Mr. Nick Schenck?

Mr. WALSH. Nick Schenck, and I believe it was "Cappy" DuVal, was the ones, and maybe Joe Vogel. I am not sure.

Mr. McCANN. I mean, you went out and you said that you had a conversation with him with respect to the problems out here in Hollywood. I wish that you would give us that conversation exactly as it occurred.

Mr. WALSH. Well, it was a very short conversation, as I remember it. We were walking back to his office and discussing the problems that

there were in existence out here, and about running the studios, and he asked me if we thought that we could run the studios and keep them open. I told him I didn't know at that time, that there was a manpower shortage out here and that it was quite a job to find enough mechanics to operate the studios, but, however, if they did attempt to bring these people back in again and if every effort was made, they found that the contracts were canceled and there was no contracts in existence, that we would then try to supply people.

Mr. McCANN. Now, up to that time I believe you said that you had not put on anybody to take the place of the strikers; wasn't that correct?

Mr. WALSH. We hadn't put any replacements in the studios.

Mr. McCANN. Now, somewhere in here you made a speech to one of your unions which I read, early in the proceedings. Have you a copy of that speech? You see, we have received about 20 volumes of this testimony, and I can't go through them every morning.

Mr. WALSH. I don't think you should.

Mr. McCANN. Will you excuse me a minute, Mr. Chairman?

I notice in your address there is the following statement, which I want to read and see if you can corroborate it at this time. It was an address, as I recall, that you made at the last annual convention.

I am reading from your description of the conference which you had with Mr. Nick Schenck after the conference with Hutcheson had broken up. This is from volume 5 of the hearings of the Committee on Education and Labor, House of Representatives, first session, and at page 2856.

The meeting broke up, and as I walked down Broadway with Nick Schenck he said, "Can you run the studios?"

I said, "Well, we will make an honest effort to do it. There are some 4,000 people out. There is no loose manpower laying around."

I believe you so testified: that is correct, isn't it?

Mr. WALSH. Yes.

Mr. McCANN (reading):

But I said, "We must keep our theaters operating."

Do you mean you said that or Mr. Nick Schenck?

Mr. WALSH. I said it.

Mr. McCANN (reading):

But I said, "We must keep our theaters operating. If the studios shut down, our theaters shut down because it is the source from which they feed. We will run the studios, but only on the one condition that you have no contracts whatever with any of the people who are out on strike."

Is that correct?

Mr. WALSH. That is correct.

Mr. McCANN. And continuing, you said,

"I think that you should go back to Hollywood again and give them the chance to come back to work if they want to come back. And then if you see fit to cancel the contracts with these organizations that you have, then we will attempt to supply men and not until then."

Is that correct?

Mr. WALSH. That is right.

Mr. McCANN. Now, did Mr. Schenck go back to Hollywood and attempt to cancel the contracts he had with these unions?

Mr. WALSH. Mr. Schenck did not. Mr. Casey returned to Hollywood here and I believe there was notices sent to the local unions and the international asking them to put their people back to work.

I think there was letters sent out, if I can remember right, there was letters sent out to the individuals asking them to come back to work.

Mr. McCANN. That probably is correct. Now, that strike, as I recall it, continued until the American Federation of Labor, though its council, ordered the men to go back to work in October of 1945. Is that correct?

Mr. WALSH. The Cincinnati agreement, they ordered the strike terminated and the men return to work.

Mr. McCANN. And then they had their conference out here and there were efforts on the part of the local unions to get together on different functions, as I understand it.

Mr. WALSH. That is right.

Mr. McCANN. Now, this was a contract, as I remember it, that was entered into between the grips and the carpenters with respect to the set erection.

Mr. WALSH. With respect to the set erection that come out of their jurisdiction.

Mr. McCANN. Well, was there anything in the contract which came under their jurisdiction?

Mr. WALSH. Yes. If you will read the last clause of the contract, the contract only covers what comes under local 80 jurisdiction.

Mr. McCANN. There was something in the contract, as I remember—this doesn't purport to settle other differences?

Mr. WALSH. That is correct.

Mr. McCANN. Under that contract the grips were given certain functions and the carpenters were given certain functions, as I recall it. You were ready to approve that as the international president of the IATSE, is that correct?

Mr. WALSH. That is correct.

Mr. McCANN. And it met with your approval.

I think you so testified yesterday. When the disposition was made by the three-man committee with respect to set erection, did it not take some work away from the grips as well as from the carpenters?

Mr. WALSH. No, it didn't; because as I testified yesterday, we had certain people employed during the 1945 strike and they were waiting around for 60 days for the decision to come down from the three-man committee.

Thirty days which we tried to adjust it ourselves in Hollywood, and 30 days on which the three-man committee worked.

Mr. McCANN. Yes.

Mr. WALSH. And the people who were working, waiting around had been the people who were doing the set erecting during that strike.

Mr. McCANN. They were not grips?

Mr. WALSH. No. The grips did not do the work during the strike.

Mr. McCANN. The grips did not do any set erection during the strike?

Mr. WALSH. No. They may have done some set erection, but they were not considered the set erectors.

Mr. McCANN. At that time did you or did you not have a local of set erectors?

Mr. WALSH. We had a local of studio mechanics in which the set erectors are. Our organization might have a local union that would be called stage employees and were stage employees. We would have front-light operators, fly men, property men, and so forth, in there. The studio mechanics is a similar local.

Mr. McCANN. Now, which of the two locals that you had established or given charters to from the IATSE were you required by the A. F. of L. to cancel?

Mr. WALSH. Locals known as painters and carpenters.

Mr. McCANN. Those were two separate locals, were they?

Mr. WALSH. Yes, sir.

Mr. McCANN. Now, what session of the council or the AFL required you to cancel those charters?

Mr. WALSH. That was done at, I think, two or maybe three sessions.

Mr. McCANN. Was this the action of the council?

Mr. WALSH. The council.

Mr. McCANN. They required you to cancel those charters, and you did so, as I recall?

Mr. WALSH. We did with quite a letter of explanation. I think if you would like to take the time to listen to that letter, it would be interesting. If not, we will just go ahead with it.

Mr. McCANN. I would rather not take the time. You did cancel out with your letter of explanation.

Tell me this: Have you ever maintained that the IATSE is entitled to perform all of the functions that are performed by the IATSE and by the carpenters, by the painters, by the IAM, by the plumbers, rather than just the functions that had been performed by you in the past?

Mr. WALSH. We have and do now claim that the entire jurisdiction of the studios should come under the IATSE.

Mr. McCANN. But you never have had them, have you?

Mr. WALSH. Yes; we have had it in the beginning, when we were the only people in the motion-picture studios. The motion pictures came from the legitimate theater. The people who first started to make motion pictures graduated from, let's say, from the legitimate theater. When they did, they took the mechanics they knew in the legitimate theater and brought them into the motion-picture studios, and we run the studios for many years.

Mr. McCANN. It is correct that you have maintained in the past that your union should have the exclusive right to organize all the workers involved in the motion-picture studios?

Mr. WALSH. That is correct; yes, sir.

Mr. McCANN. You claim that also for the actors?

Mr. WALSH. No; we don't claim it for the actors. We don't claim it for the musicians.

Mr. McCANN. You exclude two groups. Well, was there ever a time in the life of your union that you ever constructed houses, buildings, or stages, or did carpenter work incidental to the building of a moving-picture studio?

Mr. WALSH. We didn't claim the construction of the moving-picture studios. We are theatrical workers and stage employees. We want

to do the work after they build the buildings. We don't build the theaters. We work in the theaters.

Mr. McCANN. All the work performed in the studios you think should have—

Mr. WALSH. In the making and taking of motion pictures; yes.

Mr. McCANN. Writers?

Mr. WALSH. We are talking about mechanical trades. What some people might call art craftsmen, if they call the motion-picture cameraman an art craftsman—laboratory technicians.

Mr. McCANN. You wouldn't include the men that testified here this week who are scenic artists?

Mr. WALSH. Yes. One time they belonged to the IATSE. They had a charter from the IATSE many years. They worked alongside of us on the legitimate stage in New York—on the stages. They painted scenes on the New York stages.

Mr. McCANN. They did at one time belong to you?

Mr. WALSH. Yes, sir.

Mr. McCANN. The structure of your union is, in effect, not a craft union, but an industrial union, is it not?

Mr. WALSH. It could be called such; yes, sir.

Mr. McCANN. In fact, you were one of the first industrial unions in the United States?

Mr. WALSH. We were organized in 1886.

Mr. McCANN. Was there any other industrial union until the CIO came into existence?

Mr. WALSH. The United Mine Workers has been an industrial union, I think, since their existence. The brewery workers would be considered an industrial union.

Mr. McCANN. I think that is correct. The brewery workers are older or younger in years than you?

Mr. WALSH. A little older, I think; beer was in existence before us.

Mr. McCANN. I don't doubt beer was, but I didn't know whether the organization was.

Mr. WALSH. I understand it was well organized in the beginning.

Mr. McCANN. I know that is true because the chairman and myself sat in on the beer war in Pittsburgh. The facts were developed there that it was a perpendicular union that ran through every type of operation.

Let's pass to the present difficulty which arose, I think, in the last strike, which came along in September, I think, 1946. Is that not correct?

Mr. WALSH. I believe it is.

Mr. McCANN. Now, it appears that prior to that time you had made several trips with representatives of the industry, trying to secure definite clarification from the council and from the AFL, whether it was for clarification or not—let's say you had made trips to confer with the AFL council in regard to that?

Mr. WALSH. That is right.

Mr. McCANN. You went to Miami with them?

Mr. WALSH. Cincinnati first, and Washington second, and I believe Miami third.

Mr. McCANN. Not to confuse you but to help me, will you tell me, if you can, the date of your Cincinnati meeting, the date of the Washington meeting, and the date of the Miami meeting?

Mr. WALSH. I can tell you the months. As far as the days are concerned, we can find them in the record.

The Cincinnati meeting was in October.

Mr. McCANN. 1945?

Mr. WALSH. Yes, sir.

Mr. McCANN. All right.

Mr. WALSH. And the Washington meeting was about ten days after that meeting.

Mr. McCANN. I see.

Mr. WALSH. Now, if the October meeting was late, it would be in November.

Mr. McCANN. Now, we know definitely what the Cincinnati meeting was for. What was the purpose of the Washington meeting?

Mr. WALSH. Just a second. I will see if I have a paper here that will give you that date.

The Washington meeting was on October 30.

Mr. McCANN. Now tell me briefly what was the purpose of the Washington meeting.

Mr. WALSH. I can read the memoranda here. It was for this purpose, to find out whether the employer had the right during the 60 days to employ our members, or whether they did not. It said,

It is definitely and clearly understood that all striking employees at Hollywood, who were on call on March 12, shall return to work immediately. Each employee will return to the position he formerly occupied when the strike occurred. Management shall exercise its usual prerogative as to assignment of employees during the 60-day interim period, without interference on the part of the unions involved.

We went to get this [indicating].

Mr. McCANN. Now, that definitely establishes the Washington meeting.

Now, the Miami meeting came along following the directive of December 26, 1945, didn't it?

Mr. WALSH. Yes, sir.

Mr. McCANN. And the purpose of that was to ascertain whether or not the council intended for that directive to go in force at once, is that correct?

Mr. WALSH. I believe that the carpenters were trying to get a clarification and a change of the directive.

Mr. McCANN. At that meeting?

Mr. WALSH. At that meeting. And the reason we went down there was to—I was asked by President Green to come there.

He sent me a telegram here. I believe I was in Hollywood.

Mr. McCANN. I recall that. Now, you were not a member of the council, were you?

Mr. WALSH. No, sir.

Mr. McCANN. You attended the meeting with these industry representatives and discussed the issues pretty fully with them. And you testified yesterday, as I recall it, that you were not sure whether Mr. Tobin was the one who asked the question, but you knew that Mr. Mannix said approximately 300 or 350 men would be thrown out of employment. You testified yesterday that not one of these three men who issued the December 26, 1945, directive and participated in the Miami meeting made any objection or any effort to deny that that was true, didn't you?

Mr. WALSH. That is right.

Mr. McCANN. Now, did you at that time have a personal conversation with Mr. Knight, Mr. Birthright, or Mr. Doherty?

Mr. WALSH. I had a meeting with Mr. Knight, Mr. Birthright, Mr. Doherty, and Mr. Green.

Mr. McCANN. Now, that was not a council meeting, that was a private meeting?

Mr. WALSH. That was a private meeting, before we went into the council.

Mr. McCANN. At that meeting will you please tell me what each one of those men said? First, what you said, if you spoke first. Then what each one of those men said.

Mr. WALSH. Well, I can only tell you what the sense of the meeting was. There was no records kept of it and it was a general conversation in a room between five men. The purpose of the meeting was to see if they could not get me to agree to a change in this directive or decision, so that they could pacify Hutcheson.

I told them at that meeting we had no right to change one word in that decision, because of the fact that they had 30 days to render the decision and it was final and binding upon all parties concerned, and I wouldn't consent to any change whatever.

Mr. McCANN. Now, this is the first time, sir, we have gotten this very important fact into the record. How long before the meeting of the council did that conversation take place?

Mr. WALSH. Maybe a day or 2 days. I am not sure.

Mr. McCANN. What was the change which Mr. Knight, Mr. Birthright, and Mr. Doherty wanted you to consent to at that time?

Mr. WALSH. The change that would affect the carpenters' decision, where the work was given to the IATSE, the erection of sets on stages.

Mr. McCANN. Did they tell you at that time that it was their intent that the carpenters should have had that work?

Mr. WALSH. Why, that was the general conversation. There would not have been any dispute. That is what we were talking about in the room.

Mr. McCANN. This is the first time we have heard about that, Mr. Walsh, and I hope you don't think I am trying to pick on you?

Mr. WALSH. I want you to know this: If you want to pick, it is all right, but I don't think that you are.

Mr. McCANN. It is only by such questions that we get information about meetings which have taken place and discover facts that sometimes are surprising. Bear in mind Mr. Knight was on this stand, Mr. Doherty was on this stand, Mr. Birthright was on this stand, and as I recall it, not a single one of them volunteered the information that you have just given us. Neither one of them, as I remember it, mentioned the fact that they had any conference with you and Mr. Green beforehand and tried to get you to consent to the making of the modification at that time. Am I right, Mr. Chairman?

Mr. KEARNS. As I recall, you are right.

Mr. McCANN. Now, I would like to get from you whether at that time Mr. Knight or Mr. Doherty or Mr. Birthright said to you, "We made a mistake; it was our intention to give to the carpenters and to the painters the work that historically they had always performed, and we didn't know that the 1926 contract was never executed."

Mr. WALSH. I want to say to you, sir, that the first time I think that the three-man committee ever talked about history in the studios was when they were here. Never have I heard them say anything about the historical rights of any of these organizations, because as I said yesterday, if they were talking about the history of the studios, they never would have given the set dressers to the painters, because I don't know of the painters having the set dressers before they were given to them out here.

Mr. McCANN. I think that you have made some very important contributions factually to this investigation. Yesterday, as I remember it, you made the statement that the three-man committee did not deal historically with these unions, but they dealt with them on the basis of contractual agreements which they adopted and tried to put into effect. Is that correct?

Mr. WALSH. They say so in their decision. It is written right in there, that that was the method that they used.

Mr. McCANN. Now, can you recall any of the arguments these men gave you at that meeting, and can you recall anything that any one of them said?

Mr. WALSH. The three-man committee?

Mr. McCANN. Yes.

Mr. WALSH. The three-man committee was very anxious to see that not one word of their decision was changed. They were just as mad about it as anybody else, and President Green was sort of the in-between man trying to see if he could not have Hutcheson, and that is what this whole decision is and what the whole fight about it is.

Mr. McCANN. Now, wait a minute. Either I made a mistake or you have given me an impression that was wrong. Do you mean to say that these three men did not try to get you to agree that there should be a different view taken with respect to their decision of December 26?

Mr. WALSH. Absolutely not.

Mr. McCANN. Well, that was what I understood you to say a while ago.

Mr. WALSH. President Green was in between trying to see if he couldn't get us to pacify Hutcheson by helping him out. The decision was against him and he is the first vice president of the American Federation of Labor, and here is the three members of the council who have made a decision that has injured the first vice president.

Mr. McCANN. Are we to understand, then, that at that meeting before the council came together, Mr. Green called you all in, let us say, as a representative of Mr. Hutcheson, if you please?

Mr. WALSH. No; he was the representative of the council, I think, as president of the American Federation of Labor.

Mr. McCANN. But you said he was trying to get this thing done for Mr. Hutcheson.

Mr. WALSH. Just like this committee is trying to do certain things for the citizens of the United States and the labor unions.

Mr. McCANN. Now, the point is, somebody had to call that meeting together. Now, we assume that you did not call the meeting of the three men and Mr. Green, did you?

Mr. WALSH. No, sir.

Mr. McCANN. Who initiated that meeting?

Mr. WALSH. Well, I received a telegram from President Green to come to the Miami meeting.

Mr. McCANN. So Mr. Green must have been the one that got you there, and Mr. Green probably invited you into this conference before the council meeting?

Mr. WALSH. The one prior to the council, that is; yes, sir.

Mr. McCANN. Now then, you say that every member of this three-man committee insisted that the decision should stay just as it was, and that they intended it that way and that they resisted Mr. Green's effort to get changes made in that to suit Mr. Hutcheson?

Mr. WALSH. Absolutely.

Mr. McCANN. They resisted that effort?

Mr. WALSH. Yes, sir.

Mr. KEARNS. Mr. Counsel, right at this point, did you ever hear them mention that they would resign if they had to change their decision?

Mr. WALSH. Well, I had conversations in confidence with one of the committee.

Mr. KEARNS. No; I don't mean that.

Mr. WALSH. And it was confidential, so I will testify if you want me to, but it was confidential.

Mr. KEARNS. No; I don't want you to testify.

Mr. McCANN. Mr Chairman, I don't think anything should be confidential.

Mr. KEARNS. I respect his right to withhold something.

Mr. McCANN. We have had an awful lot of testimony with respect to this, and there have been averments by the actors that they threatened to resign; we have had them denying it; and then we have had them modifying it and qualifying it and halfway saying it. I have enough respect for Mr. Walsh's word here that I would like to know what they said to him.

Mr. KEARNS. I think he has a right to keep anything confidential that was told him in confidence.

Mr. McCANN. Mr. Chairman, I don't think anybody has a right to keep anything in confidence from a congressional committee. I am not going to urge it if the chairman holds against me, but I think these facts are too important for anyone to keep confidential.

Mr. COBB. Only a lawyer—

Mr. KEARNS. I know; but there are a lot of the people in this room, people have told them things in confidence and they might betray an awful lot of things if they told them. It goes back to the philosophy of keeping your word.

Mr. McCANN. I don't urge it any further, Mr. Chairman, but we have had some very illuminating statements made here this morning, and I still wish that the three men could remember just what they said, in view of the facts that have been developed here.

Mr. KEARNS. I will go this far to ask him whether he ever heard it stated by the committee at meetings, by any member, that if this directive did not stand word for word that they would resign?

Mr. WALSH. No; I never heard that.

Mr. KEARNS. In an open meeting, you never heard that?

Mr. WALSH. No, sir.

Mr. KEARNS. Or any inference like that?

Mr. WALSH. No, sir.

Mr. McCANN. Now, when you finished with the council, it was definitely understood so far as you were concerned that the decision of December 26, 1945, was to be effective as written, and that certain of the duties and tasks performed by carpenters were to be taken from them and given to the IATSE; is that correct?

Mr. WALSH. Yes, sir.

Mr. McCANN. And that was done by the IATSE through the 1945 strike, and following the directive of December 26, 1945, until the clarification; is that correct?

Mr. WALSH. They have continued to perform those duties up to date.

Mr. McCANN. Up to date. Now, let's come down to the 1946 problem. When the clarification came out, it was a bombshell to you, was it not?

Mr. WALSH. I would say so; yes.

Mr. McCANN. And it has been testified by the industry that it was quite a bombshell to them.

Mr. WALSH. Yes.

Mr. McCANN. As I recall it, you at once notified the industry that they had better not take any jobs from the IATSE—they had better not live up to the clarification—did you not?

Mr. WALSH. I think that the letter would just about say that.

Mr. McCANN. And Mr. Mannix has already said he didn't sleep any that night after he got your letter, so the letter obviously contained a threat of action by your union. Would you mind telling us just what you meant to do when you wrote that letter, if they restored this work to the carpenters?

Mr. WALSH. Well, as the carpenter said here on the stand, that is quite a hypothetical question, and when that bridge came, we would cross it. It never did come.

Mr. McCANN. Did you have a program made up as to what you were going to do?

Mr. WALSH. No; we didn't have any program, because we didn't know what the producer was going to do.

Mr. McCANN. You just told them they had better not do it or else?

Mr. WALSH. No; we didn't say that they better not do it. We told them it would be better if they didn't do it.

Mr. McCANN. Well, I think that the average man will get the same meaning out of what you say.

Now then, as I understand it, there was a communication given by Mr. Cambiano to them with respect to what they expected after the clarification. I presume you knew about that meeting, didn't you?

Mr. WALSH. I think I heard some testimony on that here.

Mr. McCANN. Well, you heard about it a long time before you heard about the testimony, didn't you?

Mr. WALSH. Yes; but I can truthfully say I did not read the communication. I heard they had served some kind of an ultimatum.

Mr. McCANN. You were not out here at the time of that conference, were you?

Mr. WALSH. I think I was out here at the time that we wrote the letter to the producers.

Mr. McCANN. Were you?

Mr. WALSH. I believe so.

Mr. McCANN. Did you have a conference with the producers here about that?

Mr. WALSH. Yes, I think that I did; yes.

Mr. McCANN. What date did you meet with the producers?

Mr. WALSH. That I would have to look up. I can't remember the date.

Mr. McCANN. Did you meet with them on more than one occasion?

Mr. WALSH. Well, at that time we were meeting on the wage scales for the local unions out here, so I imagine that I had many meetings with them.

Mr. McCANN. Well, now, I am not trying for one moment to confuse the wage-scale program at all with this issue. We have a very definite issue in which there is a definite threat from the carpenters that if the producers did not accept the August 16, 1946, interpretation of the December 26, 1945, directive that they would regard every set as hot, and then we have the definite threat from you, "You better not do it," or words to that effect.

Now, then, that was discussed with the producers on numerous occasions, was it not?

Mr. WALSH. I would say yes.

Mr. McCANN. Did you arrive at an agreement with the producers as to what they should do?

Mr. WALSH. I think—I am trying from memory to tell you what happened, if I can. After the both of these letters were served on the producers, naturally the producers were very much concerned about it, and the treatment that we had received after the termination of the 1945 strike we hadn't gotten over yet, and we were not too much pleased about the way our men were herded into these stages and cops put on each door to see that they didn't roam around the studios, and we were not so much pleased with the producers, and we didn't think that we should jump right in and help them out again as we did in the first strike, and by helping them to help ourselves, so we had a meeting with them and talked it over, and then I talked it over, I believe, with our business representatives in Hollywood and told them that it looked very much like if we didn't do it the studios would close down and we would all be out of work, carpenters, teamsters, and everybody else, so for two or three thousand people we would be putting 16 or 17 thousand people out of work, so I left it to them to make a recommendation whether we should run the studios or not, and I believe it was agreed at that meeting that we would attempt to keep the studios running and that we thought they were wrong in breaking their word and not living up to the directive, and it was the consensus of opinion of the meeting of that group that we would continue to run the studios.

Mr. McCANN. Who was present at that meeting?

Mr. WALSH. That I will have to check. I would say that most all of the 16 local union representatives here in Hollywood were there.

Mr. McCANN. IATSE?

Mr. WALSH. IATSE locals, every one of them, I think.

Mr. McCANN. This is the meeting you were talking about with the IATSE locals. I meant to refer to any meeting with the producers in the formation of a policy as to what should be done in this rather delicate situation.

Mr. WALSH. I think what happened, we had this first meeting with the producers and they asked would we supply the people to put up

the sets and that would be work that the painters and carpenters declared hot.

Then we had the meeting with the representatives here at Hollywood and explained it to them, and then told the producers after that meeting that we would supply the men.

Mr. McCANN. I see now. So that the procedure was that following Cambiano's ultimatum, following your ultimatum, you held a conference with the producers, they asked you if you could keep the studios open; you then held a conference with your 16 locals and reported back to the producers that you could and would attempt to keep the studios open; is that correct?

Mr. WALSH. I would say so; yes.

Mr. McCANN. All right. Now, did you hold any further conferences?

Mr. WALSH. I don't think so. I think that finished it up.

Mr. McCANN. Did you or anyone representing you sit in on any plan to eliminate the carpenters and the painters and the members of local 946 from the studios?

Mr. WALSH. Well, to the best of my memory, I didn't, and I don't know as to any of our representatives. I have no such reports from them.

Mr. McCANN. But as far as you are concerned, you didn't do it?

Mr. WALSH. No, sir.

Mr. McCANN. Do you know whether your personal representatives did it?

Mr. WALSH. I say I have no reports on such.

Mr. McCANN. Well, it is obvious that if they took any such action that they would report to their chief, don't you think?

Mr. WALSH. No. At the speed that things were moving at that time out here, it would happen today and there would be 10 things happen in 10 days later, so they didn't make that kind of a detailed report to their chief, because I wouldn't have time to read them all.

Mr. KEARNS. Well, Mr. Counsel, establish here that Mr. Walsh, as international president, never excluded them, the carpenters.

Mr. McCANN. You mean that you, as international president, made no request and did not in any way participate in any conference with the producers to exclude the carpenters and the painters and the members of 946 from the studios on September 23 or thereabouts, 1946?

Mr. WALSH. That was a problem of management. I had nothing to do with that. Our toughest job was to try to supply mechanics in case they did get rid of them.

Mr. McCANN. Well, the answer is that you did not?

Mr. WALSH. I did not.

Mr. McCANN. All right; that is the thing I wanted.

Mr. KEARNS. We will stand adjourned for 5 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order.

At this time I would like to make a little suggestion. I am honoring Labor Day here by not holding a hearing, and I would like to have the day be significant.

In lieu of that I would like to suggest that Labor Day 1947 here on the west coast become a historical day. I would like to see all of you fellows get together and bring about a settlement of this jurisdictional dispute in this great industry.

To me it seems disgraceful that men and women can't work when there is work to be had. I honestly and sincerely request that you labor leaders, each and every one of you, get together and get together quickly so that these unemployed people may again have employment and enjoy the privileges of our American way of life.

Further, that the labor unions and especially the American Federation of Labor in so doing may be reaffirmed in the confidence of the people here on the west coast, and throughout these United States. I deeply mean what I say here this morning; Labor Day 1947.

Mr. Counsel, do you have any further questions?

Mr. McCANN. No further questions from me. There are some questions that have been submitted, Mr. Chairman. This is from Mr. Stowell:

Did IATSE men do any work, such as painting, carpentry, and so forth between March 12 and this meeting with Nick Schenck in New York on or about March 24?

Mr. WALSH. I would say that work was done in the studios by some of the IATSE men between those dates.

Mr. KEARNS. Who submitted these questions?

Mr. McCANN. That was by Mr. Stowell. I think, Mr. Chairman, I should follow that by asking whether Mr. Walsh's reply is a modification of his previous testimony.

Mr. WALSH. My previous testimony was we didn't put any replacements in there. The men that were in the studios were doing the work to carry on production. And we had never taken over until after the dates that I mentioned or after the meetings I mentioned. But we did carry on the work.

Mr. McCANN. O. K. I just wanted to get that clear, because I didn't understand it myself.

Mr. KEARNS. Mr. Counsel, is Mr. Sorrell acting as his own attorney this morning?

Mr. SORRELL. Yes.

Mr. KEARNS. You understand Mr. Sorrell right now is acting as his own attorney.

Mr. WALSH. That is all right.

Mr. KEARNS. For questions.

Mr. WALSH. Sure.

Mr. SORRELL. I don't ask many questions.

Mr. WALSH. It is all right with me.

Mr. KEARNS. I just want to get it straight.

Mr. McCANN. Here are some questions by Leona Lindsay, member of 683. As international president of IA, would you be willing to withdraw the permit workers that 683½ have taken in from the street since the lock-out?

Mr. WALSH. In the first place, there is no 683½, sir. There is only one local union affiliated with the IATSE in Hollywood, and that is 683. If there is any permit people in local 683, under our jurisdiction, that we are now operating, we will see they are members of the IATSE. The principle of the IATSE is not to have permit people.

Mr. McCANN. Would you be willing to reinstate the former officers of 683 back to their election offices until their term expires?

Mr. WALSH. Some of the former officers of the local 683 have been expelled. The entire 683 question will be taken up according to the

constitution and bylaws and everybody will be given their just day in court.

Mr. McCANN. Here is another question that starts with the word and. And reinstate all card holders and permit members that are on the lock-out?

Mr. WALSH. We have consistently begged all card holders of local 683 to go to work. The procedure has been set up and all they have to do is apply at our office now.

Mr. McCANN. Would you demand back dues and assess fines against them?

Mr. WALSH. All we would ask them to do is comply with the constitution and bylaws of the local union, which they were affiliated with, and the international constitution and bylaws.

Mr. McCANN. Did you send out an order to all projectionists to stand by for a strike call? This question is by Mr. Sorrell.

Mr. WALSH. When?

Mr. McCANN. When, Mr. Sorrell?

Mr. SORRELL. I don't know the exact date. What caused me to ask that question was you were asking him about the threat to the studios. I read the letter, but I don't know what date it was.

Mr. PRICE. The 1945 strike or 1946 strike?

Mr. SORRELL. I don't know. I remember reading the letter. I thought it was significant. There was a letter sent out; I read it. Excuse me.

Mr. KEARNS. We can't very well ask the question when it isn't specific enough.

Mr. McCANN. I will ask this: Did you send out an order to all projectionists to stand by for a strike call before the 1946 strike which started, I think you say, the 23d of September or in that period?

Mr. WALSH. No, sir.

Mr. McCANN. 1946. Did you do that before the 1945 strike?

Mr. WALSH. Yes, sir.

Mr. McCANN. That was prior then to March 12, 1945?

Mr. WALSH. I believe it was.

Mr. McCANN. Do scenic artists belong to your union in New York or in Chicago? This is by Mr. Sorrell.

Mr. WALSH. We have no scenic artists in the IATSE at the present time, excepting the ones that may be now working in the studios here.

Mr. McCANN. That question, too, was by Mr. Sorrell. These questions are asked by Mr. McMahon. Approximately how many jobs did the IATSE lose as a result of the December 1945 directive?

Mr. WALSH. I don't think I know the figure on that, but the very important thing was not the jobs there so much as the loss of jurisdiction.

Mr. McCANN. Well, hadn't you already lost the jurisdiction with respect to the scenic artists, anyway, the set dressers?

Mr. WALSH. The scenic artists weren't in dispute.

Mr. McCANN. Set dressers.

Mr. WALSH. The set dressers, we had some of them and the set decorators had some of them. If we had the jurisdiction—it had been allotted to us by the American Federation of Labor we would be able to organize them all, which we have now.

Mr. McCANN. Hadn't the NLRB already ruled against the IATSE prior to the decision of December 26, 1945, that the set dressers, I believe

as you call them, belonged in the jurisdiction of the painters' union?

Mr. WALSH. The NLRB ruled on a representation. They voted to be represented by the set dressers. But we were contesting with the American Federation of Labor the jurisdiction. We might at some later date ask for a new vote and maybe win them over.

Mr. McCANN. Well, did the loss of those jobs involve a loss of members for the IATSE, or did it simply reduce the number of work opportunities available to IATSE members?

Mr. WALSH. I don't think it affected the membership very much. I would have to study the records on that and find out. I am not in a position to answer that. We never went into it.

Mr. McCANN. During the dispute over set dressers which began in June of 1944 and extended until March of 1945, did the IATSE ever request the producers to go to the NLRB for a certification of the appropriate bargaining agency for these people?

Mr. WALSH. No; I don't think we ever requested the producers to go to the NLRB at all. If it was anybody, we would go there.

Mr. McCANN. During this period did the alliance put pressure on the producers to keep them from requesting such action by the NLRB?

Mr. WALSH. No, sir.

Mr. McCANN. When you speak of the employer, are you referring to any particular individual with whom you chiefly negotiate?

Mr. WALSH. No. My conversation generally was with the group, either the labor group out here or if I happened to be negotiating in New York, with the presidents' group in New York.

Mr. KEARNS. Mr. Walsh, do the personnel of that labor group that negotiates here, for industry, have much of a turn-over, or is it rather static?

Mr. WALSH. No; they have been pretty static. They have been the same people that negotiated here and at two of our conferences in New York the same labor representatives came to New York at the meetings.

Mr. KEARNS. I see.

Mr. McCANN. In January 1946, when the carpenters objected to the interpretation of the award which transferred set construction jobs to the IATSE, did the alliance inform the producers that it would support its claim to those jobs with economic action if necessary?

Mr. WALSH. I don't think that ever came up.

Mr. McCANN. You don't think that came up?

Mr. WALSH. No; I don't ever remember them asking us anything like that.

Mr. McCANN. For the sake of peace in this industry, would the IATSE be willing to withdraw its recently filed NLRB petitions for certification as a step for a settlement?

Mr. WALSH. There is a new act in effect now, since August the 23d. I think it is, and we are going to protect ourselves, under that act, as much as possible.

So if the moves of peace would be wound around that, then we were to talk about it, that would be a different thing. At the present time we still think we should have that certification, if possible.

Mr. McCANN. The testimony of the three-man committee during this investigation seems to indicate that they did not intend to award the IATSE more than set assemblage operations as set forth in the November 1945 agreement of local 80 and local 946. Admitting that

this is hard to reconcile with their attitude at Miami in January of 1946 and again in October of that year in their conversations with the actors at Chicago, would your organization accept the committee's present interpretation if that would settle this dispute?

Mr. WALSH. I think I have answered that here, in the way I have expressed myself as far as that award was concerned, that I think the sanctity of arbitration should be protected, and I don't think the American Federation of Labor or anybody else should be the first one to violate, especially in such an important case as this.

If that arbitration is going to be violated, I don't think anybody can have confidence in submitting their problems to arbitration in the future.

Mr. McCANN. This last question I shall refuse to ask, as I deem it improper.

Mr. KEARNS. Mr. Counsel, that statement Mr. Walsh made is a very good one. The idea of confidence in arbitration, I agree with him there that once something is arbitrated, the people agree to follow through, the result of the arbitration is pretty difficult to deviate from. Otherwise, you destroy the benefit of good arbitration.

Mr. WALSH. In any arbitration one side must be dissatisfied.

Mr. KEARNS. Maybe not entirely.

Mr. WALSH. He has to fight about it.

Mr. KEARNS. I don't know whether he would have to fight about it or not. I mean, lots of times we don't get what we want, but it isn't to a degree where we would fight for it; isn't that right?

Mr. WALSH. Maybe I use the word "fight" a little differently than you do.

Mr. KEARNS. Dissatisfied.

Mr. WALSH. Let's say dissatisfied would be a more mellow word.

Mr. KEARNS. Waxes mellow.

Mr. McCANN. We have some questions from Mr. Cobb. The counsel for the producers have stated during these hearings that the producers now have an open shop. Is that your understanding?

Mr. WALSH. I am very sorry to say I think it is a fact, not so much my understanding. And I don't like it one iota. He has an open shop in certain classifications, and I hope he doesn't think he has an open shop in anything the IATSE has a contract for, because he will be rudely awakened.

Mr. McCANN. Your attention is directed, sir, to a letter that was gotten out by Mr. Noblitt, James L. Noblitt, recording secretary, IATSE and MPMO, United States and Canada, local No. 80, Hollywood, Calif. Dated June 26, 1947. That letter reads:

DEAR BROTHER MEMBER: Immediately upon receipt of this letter, you will cease to service any independent production, or independent studio starting a new picture, without first obtaining permission from this office.

Any violation of the above, will result in serious charges, and you will please adhere to the above order, in compliance with the bylaws of our international, article 1, section 1.

Did you know this letter was sent?

Mr. WALSH. No; I didn't know about the letter. I imagine that is a local function here that could be answered probably by Representative Brewer. I imagine they were trying to negotiate with our—get a contract with these independent studios, and at that time I don't think they had a contract. However, I think that Mr. Brewer could go into that more thoroughly for you.

Mr. McCANN. This question you probably won't be able to answer, but I will ask it, as it has been presented. Re: the Noblitt letter. Were similar letters sent out from your other Hollywood locals to their members? Was that with your authority?

Mr. WALSH. I think you answered it. I am not able to answer it.

Mr. McCANN. Do you recognize the rules and regulations and bylaws of the American Federation of Labor?

Mr. WALSH. I would say, "Yes." We are members of the American Federation of Labor.

Mr. McCANN. Do you believe in collective bargaining contracts for respective crafts?

Mr. WALSH. Yes, sir.

Mr. McCANN. How do you account for your organization forcing set erectors in the independent studios, when they had no strikes or picket lines and were operating under their collective-bargaining contracts?

Mr. WALSH. We were trying to organize the independent studios under our banner. As far as the contracts and what the circumstances surrounding that are I am not in a position to answer that. I don't know the whole case there.

Mr. McCANN. If there was a contract, say, with the Eagle-Lion studio—I am taking that out of the blue—by which they were bound to use AFL carpenters, and you should require them, through the pressure of refusing services from others in your various crafts, to put on carpenters who were IATSE carpenters, or to put on a superintendent who was an IATSE superintendent, wouldn't you be violating the principles of collective bargaining?

Mr. WALSII. If you will exclude the IATSE superintendent from that question, I will try to answer that and then answer the IATSE superintendent.

Mr. KEARNS. I think that is well taken.

Mr. WALSII. So far as us trying to make any employer break a contract, I don't think we can be accused of that. We have lived up to our contracts with the employer religiously. I think if he has a contract with the carpenters he should live up to that.

I would like to go into the circumstances surrounding it. I don't know them. I can't answer them. As far as the IATSE superintendent is concerned, we have learned in this industry most of the superintendents were members of the brotherhood of carpenters. By them being members of the brotherhood or former members of the brotherhood they would throw all the work away from the IATSE and throw it to the brotherhood. So we insisted upon somebody being in there to represent the IATSE, to at least see our jurisdiction was protected, and in most cases the employer agreed with us. And at no time did we strike a studio because he didn't agree with us.

Mr. KEARNS. Well, I would like to just ask a question on that.

Mr. McCANN. Certainly.

Mr. KEARNS. Did you demand that he be under the title of superintendent or was he more just there as a representative of the union, to check—

Mr. WALSH. No. He was a working man. He was a working superintendent. He wasn't just standing there representing us. He was there to watch the carrying out of the duties of not only our men but other men, if I understand the information given to us.

Mr. McCANN. I have understood from management that they have been forced to hire these so-called superintendents and they never do any work; they give them an office and a desk. They don't fit into the production picture.

Mr. WALSH. If there are any such men forced on by the IATSE or any representative of the IATSE I will remove them.

Mr. KEARNS. You don't know about it as president?

Mr. WALSH. No. If it is in existence I will remove them. I don't think he should be there and have a desk and do no work.

Mr. KEARNS. I don't either.

Mr. McCANN. I think that is a very important point and it should be publicized fully to the independent studios that that is a fact. I believe Mr. Walsh will keep his word on it.

Do you respect the July 2, 1946, bargaining contract between the producers and the carpenters and other AFL crafts in the Conference of Studio Unions?

Mr. WALSH. I don't know of any contract that is in existence between them. From the data I can obtain I think that contract has been so badly broken on both sides it is a question whether there is a contract there or not.

Mr. McCANN. Well, Mr. Chairman, I was requested to ask him the question. Does he respect it? He stated he doesn't even know whether there is one.

Mr. KEARNS. I think Mr. Walsh has the right to evaluate whether the contract would be in existence or not. Maybe it would be up to lawyers really in the end to decide.

Mr. McCANN. I think really it is a question for the courts to determine, not a question for the witness. That is my judgment.

Mr. KEARNS. He didn't close the door. He would try not to have it be in effect.

Mr. McCANN. If the court finds it is a contract, you will respect it, won't you?

Mr. WALSH. You can be assured of that.

Mr. McCANN. I think that is probably the better way to put it. How do you account for the practice now in use to force as many set erectors on the pay roll of the independent studios? That is one question, so I will stop there.

Mr. WALSH. I don't know. I think you would be in a better position to ask that question of Mr. Brewer, when he is on the stand. I am not forcing—and if I catch him forcing any he better watch out. I want you to thoroughly understand we don't want people paid for not working. And we don't think they should stand around looking at themselves.

If we are forcing people onto any independent studio and those men are not working we will see they are removed. We won't force them on them.

Mr. McCANN. Do you believe that independent studios have the right to run their business without interference from the IATSE, when there is no strike or picket line?

Mr. WALSH. I don't think the IATSE has been interfering with the independent studios.

Mr. McCANN. Then you would certainly agree they do have the right, if they haven't any strike or picket line, to run their affairs without interference?

Mr. WALSH. Absolutely. They have the right to run their affairs. We won't stop them.

Mr. McCANN. How long after the cease and desist order of the AFL council did you form and charter local 468?

Mr. WALSH. It may have been a month or 2 months or 3 months; I am not sure. It was an interval after that.

Mr. McCANN. How many members are there in local 468 that are full-card members, and how many permittees?

Mr. WALSH. I can't give you that information offhand, but I will obtain it for you.

Mr. McCANN. What is the initiation fee for full membership in local 468?

Mr. WALSH. That I will have to obtain for you. I don't know it.

Mr. McCANN. What do permittee pay?

Mr. WALSH. That information I will have to get for you. We will supply you with that. That is public knowledge.

Mr. McCANN. Is it not a fact that members of local 80 are the stage-hands that handle all sets on stages when they leave studios?

Mr. WALSH. I just don't understand what he means by "handle all sets on stages." Local 80 has a certain jurisdiction; they handle that jurisdiction. The property men may handle the props on there. The electricians would handle the electrical equipment on there. They don't have exclusive right over sets when they leave studios. It can't be answered yes or no.

Mr. KEARNS. It is too general, so far as the stage set-up goes, I think.

Mr. McCANN. Here is a question that is rather difficult for me to understand. Is it not a fact that any set erectors claimed by you should rightfully belong to local 80?

Mr. WALSH. No; that is not a fact. The set erectors, I explained, have been doing this work at least since 1945, and local 80 is not doing that work. That would be a dispute within the international alliance, and we have a jurisdictional committee. If there is a jurisdictional claim, they have the right to come out here and decide, if there is a dispute between 468 and 80, we will take care of that within our own house.

Mr. McCANN. What is your idea of applying to the NLRB for bargaining agency for carpenters and painters on August 12 and 14, 1947, for studios and deliberately taking over work among the other internationals of the AFL?

Mr. WALSH. Well, if we read the Taft-Hartley Act properly, it didn't mean the AFL, the CIO, or anybody else. It stated if you wanted to get a union shop under this act that you must become the bargaining agent. We are trying to comply with it.

Mr. KEARNS. Mr. Counsel, I think that that is rather general throughout the United States, where many unions who have never filed for the bargaining rights with the Board are doing so now in an anticipation of what may come up—

Mr. McCANN. I understand that, Mr. Chairman, I am having to ask these questions, regardless.

Mr. WALSH. I might say, Mr. Counsel, our IATSE—all the officers of the IATSE have agreed and the executive council has so instructed we sign the Communist resolution or affidavit, and that we comply with the act to the best of our ability.

That will at least give us the right under the act to file. I think everybody should file that, at least that Communist affidavit.

Mr. KEARNS. It is mandatory.

Mr. McCANN. In the present controversy, is the present controversy a jurisdictional dispute between AFL unions or a dispute between the carpenters and the producers over their rights and obligations under the July 2, 1946, collective-bargaining contract?

Mr. WALSH. Well, it is quite a complicated question. I can answer it by saying this dispute is a dispute between the unions. I don't know where the producers enter into the dispute at all.

This dispute was created by the carpenters union over their reluctance to abide by the decision. The producer has absolutely nothing to do with it, outside of the fact he wants to make pictures; that is all.

Mr. McCANN. How many carpenters were replaced by the December directive?

Mr. WALSH. I think the record has the approximate number in there; at least a dozen times.

Mr. McCANN. Mr. Chairman, I am just giving him a chance to answer these. Was Mr. Brewer correct in informing Mr. Flanagan that 2,000 men, including carpenters and other, were affected?

Mr. WALSH. I think you can ask Mr. Brewer that when he is on the stand.

Mr. McCANN. I think you are correct about that. Were the members of your Hollywood unions consulted in September 1946 regarding your decision?

Mr. WALSH. I think I testified here that we had a meeting with the business agents in September and told them that we were going to try and run the studios if they agreed to it, which they did.

Mr. McCANN. The second question. Or regarding your arrangement with the producers.

Mr. WALSH. I don't know what arrangements he is talking about. There have been hundreds of arrangements with the producers. What arrangements is he talking about?

Mr. McCANN. Now, here is a question. Let me read it again. Were the members of your Hollywood unions consulted regarding your arrangements with the producers in September 1946?

Mr. WALSH. I explained we called the representatives of the unions together here and told them what the circumstances were—

Mr. McCANN. I recall that testimony, sir.

Mr. WALSH. They agreed.

Mr. McCANN. And if I ask you a question that you have answered previously, you may say so. I have a number of them to ask. Did the IA or the producers order the carpenters off the lots on September 23, 1946?

Mr. WALSH. That has been answered by management. The IA didn't.

Mr. McCANN. Just how did the IA enter into this?

Mr. WALSH. That has been explained.

Mr. McCANN. When you gave local IA charters to carpenters, painters, and set erectors, when you claim all machinists, all mechanical work in the studios, did you ever give charters or otherwise attempt to take over the work of teamsters?

Mr. WALSH. The answer is "no." Uncle Dan and myself get along very well together.

Mr. McCANN. Or plasterers doing prop work or working on substitutes for wood?

Mr. WALSH. The answer is "no." We have an agreement with the plasterers.

Mr. McCANN. Did you and Mr. Birthright ever settle your dispute over hair dressers?

Mr. WALSH. Mr. Birthright did not push his claim any further.

Mr. McCANN. What agreement did you make with the producers during September 1946?

Mr. WALSH. I made agreements covering all the local unions out here, in conjunction with their committees. Is that what he means? Those kind of agreements, or what? The agreements were made, so far as wage scales and working conditions, and so forth.

Mr. McCANN. Did you have any agreement with the producers, with the companies to man the studios after September 11, 1946?

Mr. WALSH. It has been answered.

Mr. McCANN. Before September 11, 1946?

Mr. WALSH. The only agreement we had before was to carry on our work, according to our agreement with the producers. There was no dispute there, or anything.

Mr. McCANN. These are questions by Mr. Magginetti. You have had permittees in every local in Hollywood until August of this year. You recently took into membership in local 44 hundreds of permittees that have been permittees for many years. Is this true or false?

Mr. WALSH. Local 44, when it was under local operation and had full local autonomy, established these permittees. Now, under the international control, we have taken in, I believe, some 400 or 500 of these permittees into membership there. We are trying to wipe out the violation of the law that was in existence when we took over. We are doing it by examining these people and taking them in, if they are qualified.

Mr. McCANN. What was the initiation fee?

Mr. WALSH. That can be answered by Brewer. I don't know that.

Mr. McCANN. The Society of Set Dressers had a 5-year contract with the producers between 1942 and 1947. The NLRB in 1945 recognized the decorators as being within 1421, and so held. The three-man committee in its directive recognized 1421 as bargaining agent for decorators. In the face of this, do you still claim the decorators?

Mr. WALSH. I think that can be answered by most of the decorators at the present time who are members of the IATSE. We still claim the jurisdiction of the decorators.

Mr. KEARNS. Just offhand, do you have the percentage of membership you have here, roughly? You say most of them.

Mr. WALSH. That can be given by International Representative Brewer, who handles that situation.

Mr. McCANN. I would like to have it.

Mr. WALSH. He can give you that information.

Mr. McCANN. The grips did the erection or assembling of sets on stages prior to the 1945 strike, did they not?

Mr. WALSH. Not all of it; no.

Mr. McCANN. Have the IA locals ever been called into a general meeting in Hollywood to discuss the strike situation in 1945 or in 1946?

Mr. WALSH. Does he mean the membership of IATSE locals or the representatives of the IATSE locals?

Mr. McCANN. I think he means the membership.

Mr. WALSH. No; the membership has never been called into a mass meeting at all in my existence out here as president.

Mr. McCANN. Have the rank and file members of the IATSE ever been given a chance to vote on whether they should observe picket lines?

Mr. WALSH. The rank and file members of the local unions have been given a chance to vote on the entire question. Whether they were given a chance to vote on whether they would observe the picket lines or not, I would say no.

Mr. McCANN. Let us have your answer on the entire question. What do you mean by that?

Mr. WALSH. Each one of these local unions have local autonomy out here. Their local representatives report back what is going on. They have the right to take such action under their local laws, and the international laws that would be legal.

Mr. McCANN. Isn't it a fact that one of these locals—I can't remember the name—voted to observe the picket lines and that the very next day their charter—I mean, the control of their local was taken away from them?

Mr. WALSH. I think you are talking about local 683.

Mr. McCANN. Maybe. I am not sure.

Mr. WALSH. Local 683; the action taken at that local union meeting was absolutely illegal. I think you heard that lengthy telegram read here yesterday.

Mr. McCANN. Yes.

Mr. WALSH. Which explains the position of the IATSE. They not alone violated their contractual agreements with the employer, but they violated the laws and rules and regulations they had agreed to be bound by with the IATSE. We think we can establish in a court of law, or any place else, our right to take that local union over. We think we have a very, very clear case, as far as local 683 is concerned.

Mr. McCANN. This is a question by Mr. Jack DuMont. Did not your camera local recently take into membership approximately 180 to 200 of their permit men?

Mr. WALSH. They have taken in a lot of members. I am very much pleased they have. They are doing away with the evil of the permit system. That is our aim and objective, to wipe it out. We don't like it.

Mr. McCANN. That is a very skilled craft, I understand, is it not?

Mr. WALSH. Highly skilled; yes, sir.

Mr. McCANN. Were any examinations required?

Mr. WALSH. I believe they have; yes. That is one of the laws of the international alliance, that the people taken in must receive an examination or at least their qualifications must be attested to.

Mr. McCANN. In other words, there are two ways; they can be attested to or they can take an examination?

Mr. WALSH. Most local unions require an examination.

Mr. McCANN. Were the dues that the permittees paid during the emergency period applied to their membership fee?

Mr. LEVY. Which local?

Mr. McCANN. I am talking about the camera local.

Mr. WALSH. I don't know. I would have to obtain that. The camera local has separate autonomy out here. I don't know how they

carried on. If you ask about 44, I don't think they have charged any permit fees at all.

Mr. McCANN. Now, I want to read, referring to the proceedings of your 1944 convention, on page 159, I will read the following:

CHICAGO, ILL., LOCAL NO. 110, ABOLISHMENT OF PERMIT SYSTEM

President Walsh reported to the board that the permit system practiced by this local had been abolished by the local accepting into membership all such men. Hereafter all men performing work in the jurisdiction of this local union will be members of the alliance.

The so-called permit system is contrary to laws and principles of the alliance, and as such cannot be countenanced in any guise, and the board unequivocally took the position that if there were any localities where it was being practiced it must be eradicated.

Now, that was from your international meeting at St. Louis that was held at the Hotel Jefferson, between May 29 and June 2, 1944.

I am requested to ask the following question: Please state how such permit system was illegal?

Mr. WALSH. Well, such permit system is illegal because of the action of our previous conventions, resolutions that were introduced, and the mandatory action in that convention that we would not have permit fees. We don't like them. We think that if you are a union man, you should have a card in the union and you should function in the union. The proof of that is that we have been working to wipe it out since 1944, at least, and we are checking it every opportunity that we get on it.

Mr. McCANN. Why have you had it continue in Hollywood up to the present time?

Mr. WALSH. These local unions have local autonomy, and you will notice by our recommendations and our reports we have been talking that all of these local unions trying to see if we could get it out of here. We have to be a little bit careful about it, because every time you move in Hollywood you are served with a raft of papers out here and you have to hire five or six lawyers to take care of you in the courts out here.

Mr. McCANN. There seems to be plenty of feeling involved.

Mr. WALSH. There was quite a bit of feeling out here in the local unions.

Mr. McCANN. There is one other question; I don't think you can answer it, but we would appreciate it if you could give us an answer, and that is, how many permittees have there been out in Hollywood?

Mr. WALSH. That I don't know.

Mr. McCANN. All right. If you can give the information, that will be fine. Here are some more questions by Mr. Cobb.

Mr. LEVY. I hope Mr. Walsh won't get into a jurisdictional dispute with the lawyers.

Mr. McCANN. Mr. Walsh, you stated that Mr. Hutcheson demanded all woodwork, all work on woodworking machines and all wood substitutes. Please state why the carpenters are not entitled to all woodwork.

Mr. WALSH. Oh, I think that has been explained here and argued out here so thoroughly that—they don't get all woodwork in the mines, they don't get all woodwork in the breweries, they don't get all woodwork in the CIO factories, so they don't get all woodwork in the studios.

Mr. McCANN. All right, sir. Don't think I am picking on you. I have to read these questions that are presented to me.

Mr. WALSH. I want to answer them so Mr. Cobb can hear, not you, sir. You are just the voice of Mr. Cobb in those questions.

Mr. McCANN. Mr. Walsh, you stated that after you became president of the IATSE, you called your Los Angeles officials to New York to help you negotiate a contract with the companies' presidents. Please state the presidents with whom you negotiated.

Mr. WALSH. Well, Sidney Kent was there, Nick Schenck was there, Nate Blumberg was there, Peter Rathbun, I think, was there. Offhand, I can mention those presidents, and the record, I think they kept minutes of those meetings, and if that is important, it can be obtained through the minutes; and also the labor committee from out here was there.

Mr. McCANN. What part did Mr. Nicholas Schenck have in these negotiations?

Mr. WALSH. Oh, he plays the usual part that he plays in negotiations. He advances his ideas of why we shouldn't get it, and we advance our ideas of why we should get it, and all of the other negotiators on there, for instance, Sidney Kent was there and he says the same thing. He was a very fine negotiator, and I was really very sorry when he passed away.

Mr. KEARNS. Mr. Walsh, would you say from your experience in these negotiations that Mr. Schenck talked any more than the rest of the presidents?

Mr. WALSH. No, I would say that he talks less than them, but it just happens that Mr. Schenck, his reputation is respected very highly by the people associated with labor. Mr. Schenck has never made a deal with any man connected with labor that he had to sign. He would just shake your hand and walk away, and he lived up to the deal, and they might have a little more confidence in him, but everyone of those who sat down at the table did the negotiating. Mr. Schenck is not the—

Mr. KEARNS. The chairman?

Mr. WALSH. I sat here listening and I heard them say that Mr. Schenck was the man that just waved the magic wand and everybody took it. That is not a fact. It would be very interesting to sit on one of these negotiating meetings and see what some of the other people had to say about it, and see that he carries on the business for his own company. He don't wave a wand over anybody else, I will tell you that much.

Mr. McCANN. What company is Mr. Schenck with?

Mr. WALSH. MGM.

Mr. McCANN. Whom did Mr. Schenck speak for besides Loew's?

Mr. WALSH. The only one I ever knew he speaks for is MGM.

Mr. McCANN. How often did you confer with Mr. Schenck regarding the negotiations of the contracts?

Mr. WALSH. Any time he was in the meeting, we conferred constantly.

Mr. McCANN. Please answer these questions in detail regarding each of these contracts negotiated with each of the company presidents.

Referring to your statement that the December directive took the window frosters away from you, the directive states that "all work

in connection with window frosting on props belongs to the IATSE." Please state how you lost any of them.

Mr. WALSH. Well, there is certain frosting of windows that they took away from us. I think the directive, if it is properly read, will show that. I didn't even know there was a dispute about frosting the windows.

Mr. McCANN. The directive states that the window frosting other than that on props belongs to the painters. How many man-hours within an entire year does this represent?

Mr. WALSH. I don't know, sir.

Mr. McCANN. Referring to your statement that the IATSE lost set dressers, or set decorators, by the December directive, please state what records you have of any set dressers, or set decorators, ever belonging to the IATSE before the 1945 strike.

Mr. WALSH. That would have to be established by the membership in 1944, the ones that were in there, and how many it was, I don't know, but you had to have a certain percentage before you could intervene in the hearing before the NLRB, and we proved to the NLRB that we had enough to intervene in that, and then there was an election to be held and that is when they walked out on strike in October of 1944, I think it was. So what the number is I don't know, but if it is important it can be obtained from our records.

Mr. McCANN. Well, I think it would appear in the NLRB records probably, so we will have those introduced. I think that ought to take care of it.

Is it not a fact that the only claim you had for any set dressers, or set decorators, is based on the replacements you put in the studios?

Mr. WALSH. Oh, no. Our claim goes back to where there were no such people as set decorators or set dressers. Our claim goes back to when the property men did all of the work themselves, and they have dressed sets on stages for many, many years. It is only since some producer had his home dressed by a set decorator or a decorator, interior decorator, and then he thought he was so good that he brought him down to the studio and he put him in as a set decorator. Up to that time our prop men did the work.

For instance, outside of Hollywood, in any studios that are run outside of Hollywood, we have no such thing as a set decorator or set dresser. The property man does it.

Mr. KEARNS. Don't you think it is possible though that in a business like this where they do scenes that are so lavish and all that, that probably it is a different training and skill required than what the old property fellow had to do?

Mr. WALSH. Oh, there is some people who would have more skill in that, yes; and it is our contention if he has the skill he should belong to the IATSE, because he is taking the place of the old property man.

Mr. KEARNS. I was not speaking of what union he might belong to, but I meant the problem might be distinguished.

Mr. WALSH. That is possible, sir.

Mr. McCANN. Is it not a fact that the members you claim in the set dressers organization carried two cards, one to work as set dressers or decorators, and the other to work in the property department?

Mr. WALSH. They have carried two cards; yes.

Mr. KEARNS. Mr. Counsel, let's recess for 5 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order, please.

Mr. McCANN. Continuing with Mr. Cobb's questions: Is it not a fact that the National Labor Relations Board had already awarded the set decorators to local 1421?

Mr. WALSH. Didn't I answer that by saying that they had awarded them the bargaining agency and that we had—we still disputed the jurisdiction that we thought was under our IATSE, and that was submitted to the three-man committee.

Mr. McCANN. I will continue with these questions by Mr. Cobb.

Referring to your statement that under the December directive you lost the work on electrically driven wind machines, please state how many men you lost.

Mr. WALSH. That would be controlled by the number of the wind machines they might be using on any set. They might use 50 men today and they may not use any tomorrow. That is according to what is being shot in the studios.

Mr. McCANN. Will you tell me what is a wind machine, just an ordinary fan?

Mr. WALSH. No, sir. Some of them are airplane propellers mounted on electric motors, and they create quite a disturbance on the sets, as far as wind is concerned. They blow the whole set around, and blow leaves around, or whatever they want them to.

Mr. McCANN. Referring to your statement that under the December directive you lost the flag and whistle men, did you ever have any to lose, and how many?

Mr. WALSH. How many we had to lose, I don't know. It may have been 1, may have been 10, may have been a hundred. I don't know.

Mr. McCANN. When you met with Maurice Hutcheson and Joe Cambiano in Hollywood, did you state to them that one condition of a settlement with the carpenters would be that the carpenters would have to withdraw from the CSU?

Mr. WALSH. I didn't meet with Cambinao and Hutcheson, and didn't make any such statement.

Mr. McCANN. You never made that statement to anybody? That will save trouble.

Mr. WALSH. No; I would say that Maurice Hutcheson could have come up and we did converse about that, and it is possible that I said that they would have to withdraw as one of the members of the agreement.

Mr. McCANN. Let's change it, then. Did you meet with Maurice Hutcheson and did you state to him that one condition of a settlement with the carpenters would be that the carpenters would have to withdraw from the CSU?

Mr. WALSH. I think we talked that over; yes, sir.

Mr. McCANN. Do I infer from that that you told him that? That is what you mean?

Mr. WALSH. Well, I am sure that I told him that was one of the conditions, naturally.

Mr. McCANN. Because it is so much easier to say yes and no.

Mr. WALSH. All right; we will do it that way.

Mr. McCANN. You have testified that the executive council ordered you to cease and desist using your carpenters and painters charters.

Is it not a fact that the council also ordered you to cease and desist using all similar charters?

Mr. WALSH. No; they told me to cease and desist from issuing any charters that would be considered similar charters.

Mr. McCANN. Is it not a fact that you never used local 468 until after you cancelled your carpenters and painters charters under the order of the executive council?

Mr. WALSH. I would have to check the date; I think that would be a fact; yes.

Mr. McCANN. When did you form local 468, and under what name, and for what purpose?

Mr. WALSH. We formed it under local 468, stage mechanics, and formed it for the purpose of taking care of the mechanics in the studios that were doing various work in there.

Mr. McCANN. That included carpentry, did it?

Mr. WALSH. Carpentry, painting, anything that they may decide. You could say it was a catch-all basin. You understand we were in a fight, and we were fighting for everything that we thought did us any good.

Mr. McCANN. I understand, sir.

Mr. WALSH. We thought the American Federation of Labor was going to try to outpoint us, and we just tried to figure that we could outpoint them, that is all, and we did it.

Mr. McCANN. When did you change the name to set erectors union? Was it not after the December directive?

Mr. WALSH. I don't think that we have ever changed the name to set erectors union. The name set erectors is brought in here because there are producers used it for a decorator, or something like that. We don't. We call them studio mechanics.

Mr. McCANN. You have never changed the name?

Mr. WALSH. No.

Mr. McCANN. Is it not a fact that you started using local 468 as a set erectors' union so as to bypass the agreement that had been made between the carpenters and the grips covering set erection?

Mr. WALSH. That is not a fact.

Mr. McCANN. After the executive council ordered you to cease and desist, did you form any other new locals besides 468?

Mr. WALSH. I don't think so, but I would have to check.

Mr. McCANN. More questions from Mr. Cobb.

The December directive, you testified, took set dressers away from the IATSE. Is it not true that the men involved, calling themselves interior decorators, were in an independent guild and never affiliated with the IATSE, and that they became a part of the painters after an NLRB election?

Mr. WALSH. I think that has been answered several times.

Mr. McCANN. Mr. Kahane testified the 1945 strike by set decorators was not over wages or working conditions. Do you know if, in joining the painters, set decorators did so for any reason other than raising their wages and improving their working conditions?

Mr. WALSH. Well, I think by my testimony I have tried to describe what brought about the 1945 strike, and what part the set decorators played in it.

Mr. McCANN. You reminded us the 1945 strike took place during wartime, and you implied it was a violation of labor's no-strike pledge. Is it not true that, prior to the strike, you threatened to use your full economic power, which is said to include closing every theater in America, if producers dealt with the painters for set decorators?

Mr. WALSH. I think it's one thing to threaten and another thing to do.

Mr. McCANN. This refers to your trip to New York in March 1945 to see Mr. Hutcheson when you and he went over photographs of disputed carpenter and prop work. Was not your purpose to make a deal with Mr. Hutcheson whereby he would order his members back to work through painter picket lines?

Mr. WALSH. We were attempting to get Hutcheson to have his men go back to work. We were also attempting to get Lindelhof to put his men back to work and Ed Flory to put his men back to work and Ed Brown to get his men back to work, all under the same condition, only we thought we had to work a little harder on Mr. Hutcheson, and we wanted to see if we couldn't do it.

Mr. McCANN. Can you tell us if the motion picture industry, at the time of the 1945 strike, was classed as essential by the War Manpower Commission, meaning it could hire new employees as freely, say, as a plane plant?

Mr. WALSH. I don't know about that. We would have to go into that. We would have to go into those regulations.

Mr. McCANN. Is it not true that strikers, during the 1945 dispute, permitted studios to make training films and similar films for the Army, Navy, Marine Corps, and other services, just as if there were no strike?

Mr. WALSH. I think there was some done that way, yes.

Mr. McCANN. This also pertains to the 1945 strike: You said to keep the studios running that the IATSE moved its members into the vacated jobs. You gave the impression that all jobs were filled by this switching about process of IATSE men. Is that true?

Mr. WALSH. No: I think you know the situation, that until such time as it was decided to replace the people, to move the people around to keep production running, I think after production had been cancelled these people started to come back to work and we started to the replacements of all those men that had been moved.

Mr. McCANN. You testified your men were herded in concentration camp stages during the 60-day period following the end of the strike. How many of these men were full card-bearing IATSE members?

Mr. WALSH. I don't know, sir. That would have to be checked.

Mr. McCANN. You testified that the only work gained by the IATSE under the December directive was about carpenter jobs. In July 1946, Mr. Daniel V. Flanagan, western director of the A. F. of L., came here at Mr. Green's orders to find out how the directive was being observed. How do you explain his reporting to Mr. Green that the carpenters, plumbers, and electrical workers reported losing a total of 1,050 jobs, all to the IATSE?

Mr. WALSH. This is the first time I have ever heard it, sir. I have never seen Mr. Flanagan's report, and the American Federation of Labor has never said anything to our group about the fact that they had Mr. Flanagan's report. We never tried to find out whether we did get that many members or not. I would be surprised if we did.

Mr. KEARNS. Did he stipulate any figures, Mr. Counsel, in the report he submitted to us, do you recall?

Mr. McCANN. What is that, sir?

Mr. KEARNS. Did he stipulate any figures in the report?

Mr. McCANN. I don't recall that, sir, but I guess Mr. Cobb must have looked at the figures. All I was doing was reading the questions Mr. Cobb gave us.

Mr. KEARNS. Well, the record will show.

Mr. McCANN. The record when this question was up, the report was read, yes, sir; but I don't recall everything that was read in the report. Mr. Flanagan read it himself, I think, to the committee.

Now, here is another question from Mr. Magginetti: Did local 44 have local autonomy in 1945?

Mr. WALSH. Yes; they did.

Mr. McCANN. If so, why did you take them over?

Mr. WALSH. That has been explained here by the testimony.

Mr. McCANN. I think it has, too. You have had local 44 under IA since 1945. Why did you wait to take in permittees until this month?

Mr. WALSH. Well, according to the testimony on this stand, from all people, I would say the IA has been pretty busy since 1945 trying to protect local 44 and every other member, so we just about got around to it now, let's say.

Mr. McCANN. Here is a question which you may or may not answer, as you see fit. Did the coming of the congressional committee to Hollywood hasten this action?

Mr. WALSH. Definitely not.

Mr. McCANN. Will you produce a record of the permit men used in Hollywood by IA, showing the number used, the times used, the number made members? This is from Mr. Cobb.

Mr. LEVY. May I—just a moment—

Mr. WALSH. Mr. Chairman, I understand—we can do this, as far as that is concerned. But I understand that I am sued for \$43,000,000, and that Mr. Cobb is the counsel in that suit. Now, I don't know whether it is Mr. Cobb's right to try that case here or not.

Mr. KEARNS. He isn't trying the case here. No other case is being tried here.

Mr. WALSH. The asking of the question seems to be pretty close to it.

Mr. KEARNS. You may reserve your constitutional right to answer it or not answer it, sir.

Mr. WALSH. It is no secret. If necessary, we will answer it.

Mr. KEARNS. That is up to you, sir. I am not demanding an answer. I am not taking anybody's chestnuts out of the bag for them.

Mr. WALSH. Then we will say pass the question.

Mr. McCANN. Those are all the questions, Mr. Chairman.

Mr. KEARNS. I want to ask this, Mr. Walsh: There is confusion here which is very bad for industry. I have talked to several people about it. The more I think about it the more serious it becomes to me.

I think the way to have good employees is to have them interested in their jobs, like their jobs, and work for the best interests of the company they work for. I mean, I think that is an obligation of the unions, as well as the individuals, if we are going to be successful in whatever enterprise we are in.

I can't understand, as I listen to the testimony here, these thousands of employees who have had 12, 14, 15, 20 years of employment, and they still have no security. They work from day to day, yet they don't have, and they can't say they have, a job. They have no security of tenure or anything like that. It is all up in the air with them all the time. Do you know what conditions brought that about, this day-to-day idea?

Mr. WALSH. No; but I think that is symbolic of the entire theatrical industry. For instance, in the city of New York we have, let's say, 1,200 members in our local 1 there who work in the legitimate theaters and have worked for years and years. We have been working according to the men required to work. You might work a show 5 or 6 weeks and then be off.

The same thing here. They may have a technicolor production that may call for 300 lamp operators. As soon as that technicolor production is over, they may go into black and white, which may call for 25 lamp operators. I think it has a lot to do with the industry.

Mr. KEARNS. You take in New York, for instance, take any one of the houses there, there is a staff whether the house is dark or not. If the house is dark, they don't have a job. The minute they get notice they are going to open a show, the show is going into rehearsal, you always see the same faces back. They have the jobs there when the lights are on, don't they?

Mr. WALSH. You would see the same thing in the studios here. We have some lamp operators and grips and some property men that won't work any place but Warner Bros. studio. We have some that won't work any place but MGM studio. They may live in Culver City, and they don't want to go any place else.

Mr. KEARNS. Is that the main reason?

Mr. WALSH. That is not the main answer. I think the business we are in is the main answer.

Mr. KEARNS. Do you think that insecurity worries them?

Mr. WALSH. What, sir?

Mr. KEARNS. Do you think the fact they don't have any security, lack of security, that worries them?

Mr. WALSH. I think it worries anybody. For instance, when I went out of my apprenticeship—

Mr. KEARNS. You are passing it off, as it is generally accepted in the industry.

Mr. WALSH. I just want to say to you, I was brought up in the theatrical industry. I served my apprenticeship.

Mr. KEARNS. I understand.

Mr. WALSH. When I went out of my apprenticeship and became an electrician there came a time when the show closed. I had to go and wait for employment. I have been out of work that way. I know what is in your mind; it is whether or not there can't be an annual employment. The people surveying the studios are doing it to see if they can't have annual employment. I know Eric Johnston is doing it, and I know we are. I know we are going to at least try to establish permanent employment for a number of the people, and then—

Mr. KEARNS. Would you start with the number that has the longest seniority?

Mr. WALSH. I don't know whether that would be the right way or not. It is a long approach. There have been several meetings on it. It has been talked over. You talk about Nick Schenck. That is one of his aims, if possible, to have an annual employment for as many of his people as possible.

Mr. KEARNS. I think it would be a wonderful step in the right direction. It seems to me the people here work from day to day. They have no assurance.

Mr. WALSH. I don't like that any more than you do.

Mr. KEARNS. All right, that is all.

Mr. McCANN. That is all.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BREWER. I do.

TESTIMONY OF ROY M. BREWER, INTERNATIONAL REPRESENTATIVE, IATSE, HOLLYWOOD, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. BREWER. Roy M. Brewer, 6636 Hollywood Boulevard, Gladstone 3117.

Mr. McCANN. What position, if any, do you hold as an officer of the IATSE?

Mr. BREWER. International representative.

Mr. McCANN. How long have you held that position?

Mr. BREWER. Since January 1, 1945.

Mr. McCANN. Give us your union background prior to that time, sir.

Mr. BREWER. Well, I joined the IATSE in 1927. At that time I was working as a projectionist. About the same time I became active in the central labor council and in the State federation of labor in my city and State. In 1933—

Mr. McCANN. What was your city and State?

Mr. BREWER. Grand Island, Nebr. In Grand Island I was active, as I said, and an officer of the central labor council. I was also elected the following year as a vice president of the State federation of labor.

In 1933 I was elected the president of the State federation of labor. I served one term. It was not a paid office.

During that term I accepted an appointment to the staff of the United States Government, the NRA, and was labor compliance officer of the State of Nebraska for the NRA for the years of 1934 and 1935.

Following the liquidation of the NRA I went back to work as a projectionist in the Capitol Theater in Grand Island. The following year I was again elected president of the State federation of labor. That was 1937. I held that office for seven consecutive years. I was elected each year. At the time I took it it was not a paid office. But as I worked the finances of the federation grew and it became a full-time job, and I then devoted all my full time to it.

In 1943 I was asked to accept an appointment in the War Production Board in Washington, and I took a leave of absence from the State federation of labor and I served the balance of 1943 and all of 1944 in Washington as Chief of the Plant and Community Facilities Services of the Office of Labor Production of the War Production Board.

As the work of that office diminished I was asked by President Walsh to accept the position of international representative of the IATSE. I did accept that job, and I went to work on January 1, 1945. I did not come to Hollywood directly at that time. And it was not his intention nor my intention that that was a Hollywood job when I accepted it. I expected fully to work as a representative in my own territory. But he asked me to come out here to stay about 4 weeks, as he testified, and I arrived here on March 12 at noon, and I have been here ever since.

Now, there was one other labor connection which I had in addition to being president of the State federation of labor. In 1940 I was elected as the secretary of the ninth district of the IATSE. That is a district organization. It is a unit of the international which functions independent of the international and comprises the local unions of the IATSE in nine midwestern States, including Nebraska. I am still holding that office.

Mr. McCANN. What are your duties as the international representative of the IATSE in this locality? Enumerate them.

Mr. BREWER. Well, generally speaking, it is to handle the affairs of the international alliance in matters pertaining to the Hollywood motion-picture studios.

Mr. McCANN. Now, what position do you hold with local unions of the alliance in this city?

Mr. BREWER. Well, I am the international representative in charge of Local Unions 44 and 683.

Mr. McCANN. Now, do you operate those unions as the ultimate authority and have under you officers of the union who direct its affairs generally, or do you have charge of the funds of the union and have charge of—give the directives that officers ordinarily give to the union, or give me what the set-up is. I don't know.

Mr. BREWER. Generally speaking, I think you can say it is in the form of a trusteeship. The powers of the officers during the emergency period are suspended and the ultimate power of the affairs are vested in the international representative in charge.

Mr. McCANN. Do you have a committee under you to run the affairs?

Mr. BREWER. I do; so far as it is possible to do so we carry on the affairs of the local union in the same manner they had been carried on.

Mr. McCANN. Your committee members who cooperate with you, are they paid officers of those unions?

Mr. BREWER. Yes, in the case of these two locals, some of them are; not all of them, but some of them are.

Mr. McCANN. You are the spokesman for the president of the IATSE whenever he is out of town in connection with all of the Hollywood IATSE unions; are you not?

Mr. BREWER. Insofar as my authority extends, that is true.

Mr. McCANN. Do you have any definite authority that was issued to you as the representative when you came out here? I mean, written authority?

Mr. BREWER. Well, I have a letter which President Walsh gave me. I don't have it with me. It is merely a letter designating me as an international representative assigned to this work. That is all it is.

Mr. McCANN. Mr. Chairman, I am thinking about the fact we have to have a letter telling us what we can do—

Mr. KEARNS. That is right.

Mr. McCANN. I assume Mr. Brewer must have some authority from his president.

Mr. Brewer, in connection with the strike of 1945 you had no connection whatsoever with that prior to the beginning of that strike, did you?

Mr. BREWER. I had one assignment.

Mr. McCANN. What was that?

Mr. BREWER. That was an assignment in connection with the disputes with the machinists. I did attend one meeting called by the Conciliation Service of the Department of Labor in connection with the set decorators' affair.

Mr. McCANN. When and where was that?

Mr. BREWER. Well, the first meeting which I had was at the New Orleans convention of the American Federation of Labor, in November of 1944.

I attended that convention as a delegate from my own State. President Walsh was there, and it had been decided that I was going to work for the IATSE as soon as I got my release from the War Production Board.

So he asked me to sit in on the conferences which took place there. We had some conferences with Mr. Harvey Brown and Mr. Wayne, as Mr. Wayne has testified. He testified to some conferences, and I sat in on those conferences.

Mr. McCANN. Those conferences were held at the international's meeting in New Orleans in the fall of 1944?

Mr. BREWER. That is correct.

Mr. McCANN. You had nothing more to do with the development of this strike until you arrived here on the 12th of March 1945, which was the day the strike began; is that correct?

Mr. BREWER. No; I had one meeting here, as was testified to.

Mr. McCANN. Let's have that.

Mr. BREWER. Yes. You see, President Brown and President Walsh agreed they would each appoint a representative to come out here and see if they could resolve this dispute between the machinists. Inasmuch as I was going to handle the affairs, that is, I was going to be his representative and I had sat in on the conferences, I got permission through President Walsh's request from my superior in Washington to take leave of absence and come out here and handle that particular conference.

I think that is quite important. If you would like for me to, Mr. Counselor, Mr. Chairman, I will give you the story as I recall it.

Mr. McCANN. Yes. I would like to hear it. What was that?

Mr. BREWER. As Mr. Wayne testified, we came out here, and we had this meeting between Mr. Roy Brown, Mr. Wayne, Mr. Carl Cooper, and myself. We were discussing the question of the settlement of the dispute at the Metro-Goldwyn-Mayer studios, which involved, as I recall, only five men.

Before I came out from Washington to attend this meeting, President Walsh had told me that he wanted to get that dispute out of the way and that I was to lean over backward to try to settle it up. So as was testified by Mr. Wayne—

Mr. McCANN. Were those five men members of the IAM?

Mr. BREWER. No; they were members of the IATSE. And there may have been members of both unions. They were members of the IATSE, doing work which the machinists thought they should have.

Mr. McCANN. All right. Proceed.

Mr. BREWER. So we discussed the whole situation, and I explained to the machinists that there were some implications in this request which they were making which, so far as we were concerned, surpassed the significance of the five members. But I related to them we wanted to get the dispute out of the way and that there was dissension rampant in the studios, and if we could clean up our dispute with the machinists, we wanted to do it.

It was then I asked them that if we turned these men over to them, we wanted to know if there was another strike—and there had already been one called—if there was another strike, would they go out in sympathy with the conference of studio unions, because we felt that this situation was developing to a point of where we were going to have to defend ourselves. And we felt that the machinists, if we had no dispute with the machinists, then it certainly was not right for them to take part in the jurisdictional argument with the painters.

I was informed by Mr. Wayne, as he testified, and as I recall his words he said: "Herb and I are running this thing out there, and if he goes out on strike, I am going to support him."

So I said to him, "Well, I would be very foolish then to agree to turn over five men which you could call out on strike against us any time Mr. Sorrell wants you to."

I said, "If that is your decision, then I don't see how we can resolve this dispute." And that ended the dispute.

In connection with that, I had some further conversations with Mr. Harvey Brown in Washington, D. C., as I recall. These were in February of 1945. After I had been there—and I knew Mr. Brown and I had a chance to talk to him, I had lunch with him, I think, at the Hamilton Hotel in Washington. I explained to him our position in this matter.

Mr. McCANN. Who is this Mr. Brown in Washington?

Mr. BREWER. He is the international president of the International Association of Machinists.

Mr. McCANN. That is the association we have heard of that has gotten out of the A. F. of L.?

Mr. BREWER. That is correct.

Mr. McCANN. It was still in at that time, though, wasn't it?

Mr. BREWER. Yes; it was. And I explained to him that we were very disturbed about the situation in Hollywood and that we believed that this situation was developing into a very bad dispute, and that we didn't see why the machinists should be on the side of another union in a quarrel with the IATSE.

I told him that we had never had any dispute with the machinists, we had always gotten along with them as an organization, and we thought that he ought to insist that his people observe their contracts and carry out their obligations and not take steps against us. Well, we discussed the matter pro and con and he seemed sympathetic to us, and in connection with that I showed him a letter which as an AFL man I thought was significant. I told him that this union was carrying on activities which seemed to us to be anti-American Federation of Labor, and I showed him a copy of a letter which was signed by

Mr. Sorrell, and which set up a provisional committee for the defense of Harry Bridges, a provisional AFL committee. Now, Mr. Bridges was an official of the CIO and it was alleged that he was a Communist, and he was certainly carrying on activities that generally the American Federation of Labor was opposed to, and I pointed out that not only was Mr. Sorrell, who was the head of the conference of studio unions, in this activity, but in this letter it is addressed to local 311 of the International Association of Machinists, and he was surprised to get this letter, and he said he would look into it, and he said, well, he wished his people would not go out on strike, but that he was afraid if he told them not to that they would ignore his instructions, and he did not want to be placed in that position.

Mr. McCANN. His union was an autonomous union belonging to the conference of studio unions, wasn't it?

Mr. BREWER. Yes, sir.

Mr. McCANN. As I understand the picture, and correct me if I am wrong, in order to be a member of the conference of studio unions the locals must have autonomy so that they could strike or control their own affairs independent of the internationals; is that right?

Mr. BREWER. Yes; as I understood. Now, our locals had autonomy, but our locals had to have approval, that is, our locals, the international was a party, let us say, to the agreements which our locals signed, and it was that line of demarcation, I understood, that made it impossible for our union to belong, because the international was a party to the agreement.

Mr. McCANN. Wasn't there a time when one of your IATSE unions did belong to the Conference of Studio Unions?

Mr. BREWER. There was.

Mr. McCANN. When was that, do you recall?

Mr. BREWER. I understand they helped to form it.

Mr. McCANN. That lasted for several years, didn't it?

Mr. BREWER. Well, I think they were in until October of 1942. I am not sure of that date.

Mr. McCANN. Which one was that? Was that the old local 37?

Mr. BREWER. No; that was the local which is now under supervision of the international, local 683, the one that voted to go out in sympathy with the conference in the current strike.

Mr. McCANN. It is wholly possible, is it not—this is the first time I knew that—that the old friendship of the members of that union for the conference of studio unions with which it had been affiliated may have been responsible for their desire to honor the picket line of the conference of studio unions? Wouldn't you say so?

Mr. BREWER. Mr. Counsel, I would say that there was a stronger bond than that, a much stronger bond, and in the course of my testimony I will try to point it out to you.

Mr. McCANN. There are only two restrictions that you are going to have, Mr. Brewer, as we have indicated in the past—two kinds of evidence that the chairman has ruled are to be excluded—and while we don't want to be offensive to anybody, we are going to insist on your living up to it. The first was we were not going into the Browne-Bioff record. We are not interested in going back and charging the men who were running the affairs of the IATSE, with the corruption and the criminal practices which indubitably existed during the Bioff days in the IATSE.

The second restriction we are going to conform to, and not permit you to vary, is that we are not going to have those who are on strike charged with being Communists. If you have such charges you may present them to the Un-American Activities Committee, but we are here strictly on a labor problem, Mr. Chairman. I think that our job is to determine the rights of these people under existing facts.

Mr. KEARNS. That is right, Mr. Counsel, with this reservation, that we are naturally not investigating any un-American activities that we feel have a tendency to be along communistic lines. However, where there have been communistic efforts in labor, under the Taft-Hartley bill we have, as you know, provisions that a man holding office in the labor unions cannot belong to the Communist Party. There is a possibility that it may be brought out in testimony where they are not pure, you might say, with the real American type of philosophy.

Mr. McCANN. Mr. Chairman, I understand your point, and I think if the distinction is maintained along broad, liberal lines, there should be no objection to authoritative documents pertinent to our inquiry and within the jurisdiction of our committee. But I think we ought to avoid talking about Communists in the same way that I resented the comments of Mr. Padway at the time when he accused me of Gestapo tactics. I don't blame any red-blooded American citizen for resenting a false averment that he belongs to a subversive organization.

Mr. KEARNS. I agree with you there, sir.

Mr. McCANN. I want to get away from name-calling.

Mr. KEARNS. That is right. I think though, Mr. Counsel, we can refer to subversive activities of people.

Mr. McCANN. Oh, yes; that is all right.

Mr. KEARNS. I think it would be much better to use that term and then let the Department of Justice when we turn the hearings over to them, if you have in any way presented evidence of subversive activities on the part of labor leaders, let them decide it.

Mr. McCANN. Mr. Chairman, we are just talking back and forth, but I think it is very important here that we do this in order that there shall be an understanding of the Chair's ruling.

Now, you stated the other day, and I think very properly, and I want to commend Mr. Sorrell for the fact that he conformed—

Mr. KEARNS. He had a lot of trouble.

Mr. McCANN. He had a lot of trouble, but he conformed, and he referred to certain people in appellations that were at least not offensive. Now, I do hope that Mr. Brewer will try to do the same thing here. I have no disposition to prevent any factual situation from being presented to this committee which is based upon un-American activities or subversive activities, and as far as I am concerned, I am in favor of every Communist in this country going back to Russia. That is my personal opinion. But at the same time I believe that in this hearing we have moved along in a dignified way. And so, Mr. Brewer, try to avoid words and statements that you know will be personally offensive.

Now, I don't think it is so easy always to know, and I personally have the deepest sympathy for anyone who is falsely charged with anything.

Mr. KEARNS. However, Mr. Counsel, if Mr. Brewer has evidence of subversive activities in unions here, I am very happy to have that

testimony, and I don't expect anyone here to object to it by an exclamation, because he is doing just what we have done in the hearing, bringing out these phases of that activity. If it exists, we want it.

Mr. McCANN. I think, Mr. Chairman, that the main thing is that we have clearly demonstrated here to those who are present that we are trying to keep this hearing on a clean and high level.

Mr. KEARNS. That is right. I don't want name calling, naturally.

Mr. LEVY. Just one moment. May I ask a question, please, sir?

Mr. KEARNS. You may ask the question.

Mr. LEVY. Did I understand that there was some suggestion made by counsel to the effect that the Bioff situation would not be brought in here? I want to say to the Chair——

Mr. KEARNS. No; I think you misunderstood.

Mr. LEVY. We want the Bioff question brought in here, Mr. Chairman. May I make this statement, please?

Mr. KEARNS. Wait a minute, counsel. So we won't get off on the wrong track here now, we are not going into the investigation of Mr. Bioff. The Department of Justice has all that material. It has been hashed over and hashed over: everybody knows the man's sins. I mean, I am not trying Mr. Bioff. If in testimony, however, the influence of Mr. Bioff is still penetrating and running through the activities of the unions here, I have no objection to the reference to Mr. Bioff, but we are not here to try Mr. Bioff.

Mr. LEVY. I want to say to the Chair that on March 11, 1947, there was testimony taken by this committee in Washington and a response was made by Mr. Walsh which must be, in view of the statement made by counsel, read now. It will take a moment. This is addressed to the Honorable Fred A. Hartley, chairman, House Labor Committee, Washington, D. C.:

Having taken note of the publicity given to the testimony of Mr. Oscar Schatte before your committee, I want to urge you to complete the investigation so that all the facts may be ascertained and made known to the public. Schatte's shop-worn hearsay charge, often repeated and never proven, that I or our international union is in any way involved in racketeering practices or that we are in any way associated with Bioff, is absolutely false. I challenge him to submit any proof in support of that charge. The false charge which is made before your committee as a sounding board is intended to bolster up a dying morale on the part of those who have been duped by Sorrell's false propaganda. The fact is that the present controversy was caused and is being continued solely by the action of the conference of studio unions in conducting its various jurisdictional strikes against us. I am personally proud of the fight which our organization is making against the pro-Communist elements in Hollywood. Their one goal is to destroy the IATSE, universally recognized as the most effective bulwark against the capture by those disloyal to America of control over the motion picture industry. A complete investigation would show the American people who are the truly responsible parties in the Hollywood conflict. We will welcome such an investigation and we shall assist it in every possible way.

RICHARD F. WALSH,
International President,
International Alliance of Theatrical Stage Employees.

The point I want to make is, the record is here. We don't want any bargaining with counsel from the committee not to discuss the Bioff matter. If there is any proof that Bioff is in any manner connected with the IATSE since Mr. Walsh became president, this investigation ought to go into it and finally dispose of it.

Mr. KEARNS. I made the statement, Mr. Counsel, if the IATSE had any reference to influence there, I had no objection to it, but I personally as chairman—

Mr. LEVY. Proof of influences.

Mr. McCANN. Now, Mr. Chairman, I think we ought to go ahead without interruption from counsel. Let us proceed.

Mr. LEVY. I don't think you have been interrupted by counsel. I don't think that this procedure is regular at all.

Mr. KEARNS. Please; will you sit down?

Mr. LEVY. Yes, I shall.

Mr. KEARNS. I made the statement that where there is evidence and proof submitted and testimony, I am very glad to have that proof. However, I am in no way here trying to draw any inference—

Mr. LEVY. I understand.

Mr. KEARNS. This is not a trial. I have repeated that statement. This is an investigation and we are merely getting the testimony on the problems pertaining to labor and where individuals are involved, their names automatically are mentioned, but I as a chairman am not going to put them on trial.

We stand adjourned until 2 o'clock.

(At 11:58 a. m. a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will please come to order.

Mr. Counsel, I imagine the witness will proceed.

TESTIMONY OF ROY M. BREWER—(Continued)

Mr. McCANN. Proceed, Mr. Brewer.

Mr. BREWER. Well, I think I had finished the question which you asked me.

Mr. McCANN. Mr. Brewer, we were discussing this morning the two unions whose authority was taken from them. Will you proceed in your own way and tell us why these autonomous unions were taken over by the IATSE?

Mr. BREWER. Mr. Chairman, the answer to the question which you have asked me will require me, in my judgment, to go into a rather extensive analysis of the subversive influences that were working in the unions in Hollywood.

Now, I would like to tell that all in one story, if I may. And if I could get the recitation of the facts with respect to this matter, which you want, I would prefer to get that in first and then tell you this whole story of this subversive element which was working among our unions and which, in my judgment, is the real reason why we were required to take over those two local unions.

Mr. KEARNS. This is purely your opinion, is that right?

Mr. BREWER. Yes.

Mr. KEARNS. All right.

Mr. McCANN. I would rather have you do it our way, sir. We would rather cut you loose for your narrative now and as you give your narrative we will have questions suggested and we may interrupt you to ask you some questions.

MR. BREWER. As I stated, I came to Hollywood on March 10, 1945. As I also testified, I had been here once before, but when I arrived here on March 10 I knew very little about the Hollywood situations, as such.

I feel, however, that I do know something about the labor movement, having spent most of my life in it and having decided, as a result of my contact with it in the early years of my life, to make it more or less my career.

So, when I came here, I was assigned to take charge of a jurisdictional dispute between my international union and presumably with the painters.

Trying to determine the forces which were at work and the forces with which I would have to contend, I naturally tried to size up the situation, and I went down to the central labor council, which is the official clearing house of the American Federation of Labor for problems involving A. F. of L. unions in the particular community. I found that the president of that council was a painter and I was a little concerned about that, because I felt that he would probably be prejudiced against my union. But I found that on the executive board of that council was a member of one of my unions, the secretary of local 683, so I thought, well, I will have some support there anyway. But it was not very long before I learned, as this contest progressed, that, much to my amazement, the painter was on my side of the fight and the secretary of my local union was on the other side of the fight.

As a trade-unionist I immediately sensed that something was wrong, and I sat down to try to analyze the situation as best I could. I arrived at the very definite conclusion that there was an underground organization working in Hollywood of a subversive nature, and I began to gather material which would make it possible for me to cope with this problem.

Now, in order to understand these forces and to tie them in, as I had to do, it was necessary for me to do a little research, and quite to my surprise I found the most valuable material which was available in the files of my own organization.

When the first trouble arose in local 44, it arose as the result of a small group of men headed by an individual by the name of Irving Henschel. Now, I didn't know Irving Henschel. I had never seen him, nor I had never heard of him before. After I read some material I remembered an incident which took place with Irving Henschel, but at any rate the so-called rank-and-file committee of local 44, which caused the motion to be passed which required the taking over of local 44, was Irving Henschel, and after this action was taken he organized what they called a committee of IATSE men, and from that point on until he was expelled, Irving Henschel carried on a program of cooperation with the Conference of Studio Unions, doing everything that could be done, in our opinion, to embarrass the IATSE in this fight and doing everything that they could to help the CSU.

Now, I found upon asking that Irving Henschel had a previous record of activity in the IATSE, activity where the stage was being set for another controversy in Hollywood, a controversy which has been touched upon here by several of the witnesses, involving the effort of the USTG, which was an abbreviation for the term "United Studio Technicians Guild," to take over the labor movement in the studios.

Now, in that controversy some of the leaders of the Conference of Studio Unions were actively in support of the USTG, despite the fact that the USTG was not an American Federation of Labor union, and those officers were, as has been testified, that union was defeated in its effort to destroy the bargaining rights of the IATSE and other A. F. of L. unions in the studios, and the principal reason, as far as we could analyze, for that defeat was the exposition of the fact that the leader of that organization and the moving force in it, a man by the name of Dave Kibre, was identified with the subversive forces that were at work in this movement and in other movements throughout the Nation.

As a result of Mr. Kibre's failure to answer a subpoena, I am told, certain documents which he had written had fallen into the hands of the authorities and had fallen into the hands of the officers of the central labor council. These documents were published, and they were republished in the 1940 proceedings of our national convention.

Now, in these proceedings the name of Mr. Henschel appears very prominent. I think, Mr. Chairman, there are some excerpts from that which will be very revealing to this committee and to everyone who don't know this story, as to how these subversive forces were agitating and irritating the situation in Hollywood.

Now, in presenting this story I don't want anyone to feel that I think, or the officers of the union which I represent think, that all of the people or all of the forces were identified with this subversive group. But I do want you to know we believe that if these subversive forces had not been at work, that there would not be a strike in Hollywood today, and there would not have been one in 1945.

It is quite true that the elimination of those forces would not have removed the jurisdictional irritations between the IATSE and the carpenters and between the IATSE and many of the other unions where those irritations have existed. But we believe that the leaders of the American Federation of Labor and these unions would have been able to have worked out these differences and to have prevented this terrible catastrophe to labor that has happened to labor in Hollywood, if the poison which has been poured into the veins of the lifeblood of Hollywood had not been there.

Now, with your permission I want to refer to some of the statements on which I base my findings. As I said, the keyman in the 1939 controversy was Jeff Kibre.

Mr. McCANN. Did you say "1939 controversy?"

Mr. BREWER. Yes.

Mr. McCANN. Would you just refresh us for a moment. What was the 1939 controversy?

Mr. BREWER. There was the USTG controversy when the election was held and that the American Federation of Labor unions won out.

Mr. KEARNS. They weren't AFL?

Mr. BREWER. The USTG was not AFL. It was presumed to be independent, but the documents which I have made a pretty strong case for the fact that it was financed by the CIO and by the subversive elements working with the CIO.

I want to explain that the documents from which I would read were published in the Los Angeles Citizen, which is the official paper of the central labor council. There were thousands of copies printed and distributed throughout the city of Los Angeles. And they were

reprinted in the official proceedings of the IATSE, which is a public document. Tens of thousands of copies were distributed by this method throughout the United States. So far as I know, no challenge of the authenticity of these documents was ever made. At least, Mr. Kibre, after the defeat in 1939, disappeared from the Hollywood picture and later reappeared as an officer of the fishermen's union, CIO, and at the present time is involved in a Federal proceeding, having been indicted for violation of the Sherman antitrust law in connection with this fishermen situation on the Pacific coast. He was also involved in the North American strike which took place around 1940, which was termed by President Roosevelt as a political strike, designed to injure the defense of the United States, and was not conducted for any gain. He was one of those handling the affairs of the union in connection with that strike.

These particular reports were written during the year of 1938.

Mr. McCANN. Give the pages of the report, please.

Mr. BREWER. This is in the proceedings of the International Alliance of Theatrical Stage Employees, thirty-fifth convention, held in the Jefferson County Armory, June 3 to 6, 1940. This follows page 95, this series of reports. The pages of these reports are not numbered, but they follow in this proceeding, following page 95, and they pick up on page 145. Those are the documents which I will refer to.

Now, I don't want to read this whole thing, although I would like to see it in the record, but I am not going to ask you to put it all in. But if I may be permitted to read excerpts from it, and then you can incorporate the rest of it by reference. Is that agreeable?

Mr. McCANN. That will be fine. If you will read excerpts from it, indicating the pages involved, we will see that they are received in evidence by reference only.

Mr. BREWER. This is a report that Mr. Kibre made in 1938. Apparently, he was reporting to CIO headquarters:

Our corps of contacts in the various crafts, led by the studio painters' union from the outside, broke down the "do nothing policy" of the leadership and demanded cooperative action to meet an industry-wide problem. By the end of the month (January) we had organized an unemployment conference representing all crafts and guilds except the IATSE. Pressure from the IA later resulted in the leadership of the teamsters withdrawing their representatives; more subtle sabotage by the leadership of the Screen Actors' Guild resulted in their withdrawal. The conference, however, survived these moves with 12 unions and guilds.

Then on the following page he goes on and says:

The building of the unemployment conference, and various related activities would have been impossible without the further development and coordination of a rank and file machinery embracing the entire industry. Influential groups have been established in every major union and guild. These groups are coordinated by regular underground apparatus. It is through these groups, based in the present organizations, committed to the objective of an industrial union for the 35,000 workers in the industry, that the present field representative is working.

There is a great deal more of this report, all of which is interesting, but those are the two pertinent points which I wanted to point out, because it shows, first of all, that the Studio Painters at that time was the spearhead of this group which was positively identified as being directed and financed by the CIO and their subversive associates.

Now, here is a letter dated Wednesday, February 9. The year is not on it, but it was published in 1939 and is presumed to be 1938.

This is addressed to Bob Reed, 136 West Thirteenth Street, New York City. Now, this document refers to who Reed is, and in order to comply with your request not to use any antagonistic language of my own, I am going to let the document speak for itself as to who Mr. Reed was. The text of this report I am going to read:

MY DEAR BOB: Well, one thing about reds—they seldom write except on business * * *

"A number of things are on my mind. But first—it appears that the long-awaited showdown in the industry between the IA and real unity is fast on its way. And that's the main business of this note. Also, I'm still the undercover field rep. for the CIO in Hollywood. Because of economy, Rudy Kohl had to go back into the painters.

It's been a slow, hard job, but we've been shiping things our way for the present crisis. Until the first of the year, our big fight was in the IATSE. For the first time, really had a rank-and-file movement going. Maneuvered State Assembly Comm. into an investigation of the outfit. Put the situation on the front page and blew it wide open, but was prevented from driving down the stretch and taking control when the Assembly Comm., because of weak-kneed progressives and powerful pressure, welched on us. Nevertheless, we forced lifting of the special assessment and were on the way to building the union when the officials struck back with a stacked meeting and maneuvered a vote against local autonomy. The meeting was so phoney, however (no discussion, goons, etc.) that it merely stopped us temporarily, forced us underground again.

In the past month the situation has broadened considerably. Two main developments: First, worst unemployment in history of industry; second, attempt of IA to secure complete jurisdiction over Hollywood by carrying on holy crusade against CIO. On the first issue we've built an unemployment conference for joint action with all unions and guilds, except IA, participating. The conference has set up a central bureau to alleviate distress, and now is carrying on survey of working conditions, yearly income, etc., with a view toward joint action to stabilize industry and force better working conditions from producers. I think you can see the significance of this development. On the second issue developments are in process: main step is a move to establish a federation of all independent guilds for joint action to secure recognition of defense against IA. Because of the developments nationally—IA threat, defection of Whitehead, etc.—we may be able to bring the SAG into the conference; if not, we will have all other guilds, plus cooperation of SAG as immediate prospect. Since the AFL has declared open war on CIO, it is only logical to expect that they will throw all support behind IA as best means of protecting their preserves in Hollywood and the amusement industry generally. However, we have built up, as a result of investigation, etc., terrific opposition to IA, and this opposition to IA—as result of national developments—is now being transferred to AFL.

One strategic move remains to be set in motion: The emergence of a progressive movement in key locals of the IA motion-picture operator unions. Threat of using the operator locals as an economic lever to enforce their policies in Hollywood has been voiced by IA officials. Although threat would undoubtedly be impossible of realization, it carries weight with the workers here. I have been trying to establish contact with our people (of whom I hear there are many) in various of the locals—New York, Chicago, Detroit, and Cleveland. I have ample material and ammunition for them, and also know that revolts in these locals are overripe. Emergence of progressive movement would constitute a terrific blow in the rear for the IA officials, and at the same time serve as sharp impetus for fight against IA here. It is possible that I may take eastern jaunt shortly in connection with organizing this movement nationally, with national faction, etc., and in connection with developments generally, so that we can proceed with unified policy, close collaboration, etc. The trip will depend to a great extent on whether I will be in a position to leave Hollywood for the 2 or 3 weeks necessary for stops in the key cities.

In the meantime, I wish you would discuss matter of IA action with Jack Statchel, necessity of my getting in touch with contacts in the various cities, etc. I've taken it up with Paul Kline, but he feels personal appeal by you or VJ, rather than communication through official channels, would get quicker results. I know definitely that a Morris Iushevitz, publicity director of the MPO local of New York, is one of our people; also, I understand we have a person in the Cleveland local who pulls considerable weight. It is imperative that I get hold

of all these contacts, send them report on role of IA in Hollywood, exposure of Bioff, etc.

Also, I'd like to have straight dope on meeting of IA's of last week, Friday, February 4, particularly a line-up on our forces, their stand in relation to Whitehead, possible defection of the AFA, and the stand of Kenneth Thomson, his vacillations, etc. Obviously Thomson is maneuvering back and forth, and it is also clear that there is some difference in his stand locally and in New York.

Am preparing a complete analysis of role of IA in industry, history, company union angles, substance of basic agreement as an antiunion agreement, etc. Will send it along to you—along with copy of analysis of independent guilds which I just prepared which is being used to call conference.

Hope all of this isn't too big an order for a jolt out of a blue sky. And hope Ida is as sunny-faced as ever. Maybe I'll be seeing you in a couple of weeks. Hope so. By the way—if Fred Keating is around, give him my regards.

Comradely,

JEFF.

JEFF KIBRE,
6476½ Lexington Avenue, Hollywood, Calif.

Now, in the next report, Mr. Kibre makes a report to Mr. Louis Goldblatt, who was the director of the CIO. In it he outlines the jurisdictional problems in Hollywood. I am only going to read a portion of it, because I don't want to take so much time.

Mr. CAMBIANO. Mr. Chairman, could I interrupt the meeting a moment to present a letter to you?

Mr. Chairman, I want to make my position clear in compliance with your proclamation of Labor Day. Here is a letter of authority from the general office.

Mr. KEARNS. This letter is from the office of William L. Hutcheson, general president, United Brotherhood of Carpenters and Joiners of America, under date of August 29, 1947.

Mr. J. F. CAMBIANO,
Stillwell Hotel, Los Angeles, Calif.

DEAR SIR AND BROTHER: As general representative of the undersigned I hereby grant you full authority to take such steps as are necessary to settle the Hollywood controversy.

Fraternally yours,

WILLIAM L. HUTCHESON,
General President.

Mr. CAMBIANO. Mr. Chairman, I stand ready to meet with any groups, ready and willing to sit down and settle this controversy.

Mr. KEARNS. The letter will be entered in the record and returned to me to keep until my departure from Hollywood.

Mr. LUDDY. May the envelope showing the postmark, from where it was sent, also be put in?

Mr. KEARNS. Yes, sir.

Let's please not have that kind of expression. That isn't conducive to the thing we are trying to do here.

This is postdated as of August 29, 1947, for the information of Mr. Luddy, and it was sent from Indianapolis. I would definitely say the signature is not stamped.

Well, Mr. Counsel, we are sorry to interrupt. I think that that is very good news, and I would say that I think Mr. Hutcheson has acted wisely in sending this communication to Mr. Cambiano, because I think, as a west coast representative of the brotherhood, probably Mr. Cambiano is more familiar with the problems here and could

better render good judgment for Mr. Hutcheson than probably Mr. Hutcheson could himself.

We will proceed.

Mr. BREWER. As I stated, this was a communication from Mr. Kibre to Mr. Louis Goldblatt.

In the first part of the communication he outlines the importance of Hollywood and he indicates that their success in Hollywood had a great deal to do with the election of Governor Olsen. Then he goes on down to—

The NLRB action against the IA has encouraged the filing of a great many other cases, some of which seek to raid the IA jurisdiction, and others merely seeking to cause trouble. Claims and counter claims of jurisdiction are emerging. At the same time there is a deep-rooted conviction in the minds of the workers that the present set-up is hopeless—that it simply can't be really straightened out. Some fancy jurisdictional beefing through the Labor Board is likely to so complicate the picture that the workers will become disgusted. Such a situation is a fairly good possibility of present developments. This might demand not the slow perspective of amalgamation, but the more drastic method of an organization drive by the CIO. The latter is now a legitimate possibility because the labor Board case practically opens the field to a new organization. Such a drive would demand careful preparation. All of our tactics would have to be orientated immediately toward such a perspective, preparation of our rank and file groups, utilization of jurisdictional beefs, labor board actions, etc. Then the CIO drive would have to be so timed as to appear in a dramatic manner as the only means of cleaning up the situation. Naturally such a perspective demands a great deal of discussion, but certainly this perspective is becoming not only a possibility—but perhaps a real necessity if genuine organization of the workers is to be achieved.

Mr. KEARNS. We will stand in recess for 5 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will please come to order.

In view of the letter that I have just received through Mr. Cambiano, and also in view of the fact that Mr. Walsh is the only international president represented here at this hearing, and also I want to say the only international president that I have been able to find out has been out here and actually knows what the business is all about, and also in view of the fact that other international presidents may want to have an opportunity to consider matters as they are developing, I am going to hereby adjourn these hearings until 9 Tuesday morning, and in the meantime I want it understood that I will be available personally if I can advise or help or assist anybody in clarifying any of the matters pertaining to the jurisdiction.

Now I want to thank the court and the attorneys and everybody here for the good attention and behavior.

We stand adjourned until 9 a. m., Tuesday morning.

I will reopen the hearing for one statement from Mr. Sorrell.

Mr. SORRELL. I have a letter designating me as the international representative. The letter is from Mr. Lindelof, giving me full power to act for the international in anything pertaining to the studio situation.

Mr. KEARNS. You will present the letter to me, sir?

Mr. SORRELL. I will get the letter.

Mr. KEARNS. We stand adjourned until 9 a. m., Tuesday morning.

(Whereupon, at 3:05 p. m., the hearing in the above-entitled matter was adjourned to 9 a. m., Tuesday, September 2, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

TUESDAY, SEPTEMBER 2, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9 a. m., in room 324, United States Post Office Building and Courthouse, Hon. Carroll D. Kearns (chairman of the subcommittee) presiding.

MR. KEARNS. The hearing will please come to order.

When I recessed the hearing on Saturday at 3 p. m. I did so at that time in hopes that there would be a settlement of the jurisdictional dispute here in Hollywood, so it would be unnecessary possibly to continue with these hearings.

I need not tell you people, as you already know, the negotiations that were possible broke down and therefore we will continue the hearing and close it tomorrow afternoon.

I want to say at this time I am not going to be denied time in this hearing by long speeches and historical records. Those records will be merely produced for the record. The counsel and myself want the major part of the time for questioning.

For the record I would like to read the following telegram. I received this telegram August 30, 1947, addressed to me.

DEAR CONGRESSMAN KEARNS: I have fully and carefully considered your suggestion. I firmly and sincerely believe the Hollywood studio labor problems are too complicated to hope for any disposition except as a result of top-level negotiations. Now that Mr. Hutcheson has disclosed his whereabouts it should not be too difficult to facilitate his personal participation. If you can arrange to have Mr. Hutcheson and Mr. Lindelof here I shall be only too glad to sit down with them and work out a solution.

Sincerely and respectfully,

RICHARD F. WALSH,
International President, IATSE.

In the meantime the archbishop, through his emissaries, Father Coogan and Monsignor O'Dwyer, sent telegrams to the various labor leaders, to try to meet and settle this dispute. They asked me what I thought about it and I said it was a very noble gesture. I would like to read the authorization of Msgr. Thomas O'Dwyer from the Archbishop John J. Cantwell. This is as of August 31, addressed to Msgr. Thomas O'Dwyer:

In the spirit of Labor Day it would be a fitting commemoration to settle the Hollywood labor dispute. We ask you as a man of good will to intensify your efforts to bring this sad condition to an end. I am inviting you to attend a meeting of all the parties concerned under the chairmanship of Msgr. Thomas O'Dwyer

at the Beverly Hills Hotel in the Sun Lounge at 2 p. m. September 1. With God's help we pray and hope for an early peace in the Hollywood film industry.

Address any replies to Monsignor O'Dwyer, 407 South Chicago Street, Los Angeles.

Many of you people here received telegrams. I personally stepped in at the conference near the close of it, and Monsignor O'Dwyer asked me to read this telegram, addressed to him :

Will you kindly inform me whether Congressman Carroll D. Kearns, Mr. William L. Hutcheson, Mr. L. P. Lindelof were invited by the archbishop to attend the meeting, and will you please indicate whether those gentlemen have agreed to attend.

Respectfully,

RICHARD WALSH,

International President, IATSE, Care Hollywood Roosevelt Hotel.

Labor Day has passed and we will continue with the hearing.
Mr. Walsh, will you kindly take the stand.

TESTIMONY OF RICHARD F. WALSH—Resumed

Mr. KEARNS. You have been sworn?

Mr. WALSH. Yes, sir.

Mr. KEARNS. Mr. Walsh, I have a couple of questions I would like to ask you. Were you present at a meeting of the producers labor committee on August 22, 1946, where the clarification of the decision of the three-man committee was discussed?

Mr. WALSH. Well, I was at one meeting with the producers where it was discussed. I don't know whether that is August 22 or not, but I would say around that date there was a discussion.

Mr. KEARNS. You were in Hollywood at that time?

Mr. WALSH. I believe I was.

Mr. KEARNS. Do you recall at that time, did you say in substance that any company making one single change in the clarification of the American Federation of Labor directive in compliance with the new interpretation will have all work stopped in the studios, at the exchanges and theatres?

Mr. WALSH. To the best of my knowledge I don't remember making such statement.

Mr. KEARNS. That is all, Mr. Walsh.

Mr. Brewer, will you come to the stand?

TESTIMONY OF ROY A. BREWER—Resumed

Mr. KEARNS. You have been sworn, Mr. Brewer?

Mr. BREWER. I have; yes, sir.

Mr. KEARNS. Mr. Counsel, will you ask the questions of Mr. Brewer?

Mr. McCANN. Mr. Brewer, are you Mr. Walsh's personal representative in Los Angeles?

Mr. BREWER. I am; yes, sir.

Mr. McCANN. Do you have full authority when he is absent to speak for the international?

Mr. BREWER. Well, anything I would do would be subject to his ratification.

Mr. McCANN. Did you consult with the producers labor committee prior to the action which they took on September 23, 1946, when they laid off the carpenters and painters that were members of the Conference of Studio Unions?

Mr. BREWER. Will you repeat the question, please?

Mr. McCANN. Did you consult with the producers labor committee prior to the action which they took on September 23, 1946?

Mr. BREWER. I consulted with them, but I did not consult with them about that.

Mr. McCANN. You did not consult with them about that?

Mr. BREWER. I did not.

Mr. McCANN. How many times did you confer with them prior to September 23, 1946?

Mr. BREWER. It has been testified, we were in negotiations at that time—

Mr. McCANN. Let us not discuss the negotiations. How often did you confer with them after the directive or clarification of the directive came down, with respect to that clarification and the program of the producers?

Mr. BREWER. To the best of my recollection I discussed it once with them in a meeting and once with Mr. Freeman over the phone.

Mr. McCANN. Describe this meeting, what was said to you and what you replied.

Mr. BREWER. Well, Mr. Walsh was at the meeting and he did most of the talking. As I recall it, the discussion was that the producers had received this communication from the carpenters that they were going to declare sets hot unless they complied with the interpretation, and they wanted to know what the position of the IATSE was. President Walsh pointed out to them that the clarification was in our opinion illegal, it was a unilateral action, we had not been consulted, we had not even been notified, and that he would consider it a breach of the agreement if they complied with it.

Mr. McCANN. Did you get the question which was asked Mr. Walsh from the chairman? May I ask you now whether at that meeting which was on August 22, 1946, I believe, Mr. Walsh said in substance that any company making one single change in the administration of the AFL directive in compliance with the new interpretation will have all work stopped in the studios, exchanges, and theaters?

Mr. BREWER. I don't recall him making such statement. However, I will say that he left no—he did not hesitate to indicate that the IATSE would consider it a violation of our agreement if they complied with the clarification.

Mr. McCANN. But he made no such threat as that?

Mr. BREWER. Not to my recollection.

Mr. McCANN. If he had you would recall it?

Mr. BREWER. I certainly think I would.

Mr. McCANN. So you are of the opinion that he did not make it.

Mr. BREWER. I am of the opinion.

Mr. McCANN. Now, is that the only meeting that you attended with the producers labor committee?

Mr. BREWER. Well, as I recall—

Mr. McCANN. At which Mr. Walsh—

Mr. BREWER. That was the only meeting we held in which this particular matter was discussed. Later on I discussed the question over the phone with Mr. Freeman, as to whether or not our men would do the work which these men were walking off of.

Mr. McCANN. That was after they had walked off of the work?

Mr. BREWER. That is after they declared the sets hot, I think.

Mr. McCANN. You did not confer with them with respect to making the sets hot, did you?

Mr. BREWER. No, sir.

Mr. McCANN. And you did not confer with them and propose any program to them, did you?

Mr. BREWER. No, sir.

Mr. McCANN. You did not advise them how you would cooperate with them in the event that they did make the sets hot?

Mr. BREWER. The only thing I said, "If these men refuse to do the work, which was in their jurisdiction, because of the fact that our men had erected the sets, that then our men would do what was necessary to complete the sets, in order that pictures could be shot."

Mr. McCANN. That was done after and not before they laid these men off?

Mr. BREWER. Well, I think there was some discussion as to what our position would be, and that was our position from the beginning.

Mr. McCANN. Now, you have told us that you had two conferences, one at which Mr. Walsh was present, and I have identified that date as the 22d of August and another conference over the phone with Mr. Freeman.

Now, did you at any other time meet with the labor committee of the producers?

Mr. BREWER. You mean on this particular matter? As I told you—

Mr. McCANN. I am asking you whether you met with the producers between the time that you and Mr. Walsh were there on the 22d of August 1946, and on September 23 when they laid off these men to plan for the lay-off of the men.

Mr. BREWER. We did not meet with them to plan further lay-off of the men.

Mr. McCANN. Did you meet with them during that time?

Mr. BREWER. We met with them—we were meeting with them regularly and I cannot say whether or not there might have been another meeting in there or not.

Mr. McCANN. You might have attended some other meeting?

Mr. BREWER. I might have.

Mr. McCANN. You certainly did not propose that they should lay off these men or make any program for that time?

Mr. BREWER. I did not, no, sir.

Mr. McCANN. And you did not joint with them in making the plans which were to be put into effect on September 23, 1946?

Mr. BREWER. No, sir; outside of the manner in which I have outlined it.

Mr. McCANN. Were you the one who suggested to the producers to put IA men on sets so that the carpenters and painters would quit?

Mr. BREWER. No, sir.

Mr. McCANN. Did you ask the committee to have the studios furnish you with a list of the members of your own union that didn't report for work?

Mr. BREWER. Yes, sir.

Mr. McCANN. When was that?

Mr. BREWER. Oh, it was after—

Mr. McCANN. The lay-off?

Mr. BREWER. Well, it was after the picket lines were put up.

Mr. McCANN. Did you inform Mr. Kahane that your instructions to man the companies means furnish painters and carpenters, and so forth?

Mr. BREWER. Will you read that again, please?

Mr. McCANN. Did you inform Mr. Kahane, prior to September 23, 1946, that your instructions to man the companies means furnish painters, carpenters, and so forth?

Mr. BREWER. I might have, I don't recall.

Mr. McCANN. Prior to September 23?

Mr. BREWER. I don't recall any specific statement, but that was our position, that if they wouldn't work on the sets we would.

Mr. McCANN. Were you at a meeting of the producers labor committee held in its board room on Thursday, September 12, 1946, when Mr. Kahane explained the situation which the producers found themselves in and read the letters recently received from the carpenters and the producers' reply to the carpenters, at which time Mr. Kahane outlined the two courses the producers could follow?

Mr. BREWER. I believe that is the meeting Mr. Walsh attended.

Mr. McCANN. I can assure you the meeting Mr. Walsh attended was August 22. You said you didn't attend any meeting between that time and afterward.

Mr. BREWER. Well, what I said was that I remembered meeting once on this particular matter, and I remembered a further telephone conversation with Mr. Freeman.

Now, as I said, there were meetings, we were meeting, we were having a lot of meetings, and there may have been another meeting in there.

Mr. McCANN. There may have been one more meeting?

Mr. BREWER. There may have been, yes.

Mr. McCANN. At that time did Mr. Kahane say that the producers' decision on what they would do depended upon what your, Brewer's position was, as to furnishing them with men?

Mr. BREWER. He might have.

Mr. McCANN. He might have said that to you?

Mr. BREWER. Yes. I don't recall specifically. He might very well have said it.

Mr. McCANN. Did you reply that you would do everything to keep the studios open and you would supply the necessary help?

Mr. BREWER. Well, that was our position from the beginning, that if they refused to work on the sets, because our people erected them, we would supply such help as we could to see the sets were made and the studios operated.

Mr. McCANN. Did they confer with you prior to discharge of these men with respect to what your several unions of the IATSE would do?

Mr. BREWER. As to whether or not they would follow the position of the international?

Mr. McCANN. Yes.

Mr. BREWER. I think they asked us, in the course of these meetings, whether or not we thought our unions would go along and President Walsh testified that he would meet with the unions, and he did meet with them.

Mr. McCANN. Now, that was back in August then?

Mr. BREWER. Well, my best recollection is that was September, but I might be wrong on that.

Mr. McCANN. Were you present at the meeting of the producers' labor committee held in its board room on Thursday, September 17, 1946?

Mr. BREWER. I don't recall such a meeting.

Mr. McCANN. At that time did you say to the producers' representatives that were present that you "wanted to correct an erroneous opinion that independents were not being forced to use erectors"?

Mr. BREWER. I might have said that.

Mr. McCANN. You might have said that?

Mr. BREWER. But I don't recall the meeting of September 17.

Mr. McCANN. At that time did you say to the Producers that the independents were being forced to use erectors?

Mr. BREWER. Well, they were, and it was a fact, and I may have said it.

Mr. McCANN. At that meeting did you express an opinion to the producers that the IATSE was in much stronger position to keep the studios open than they were in March of 1945?

Mr. BREWER. I might have said that, because I think it was a fact.

Mr. McCANN. But you don't remember?

Mr. BREWER. You are asking me for direct statements, and I can't say as to whether I said exactly those words or not.

Mr. McCANN. Did you at that meeting say to them that Walsh's power recently conferred gives him added strength?

Mr. BREWER. I don't remember whether I said that or not.

Mr. McCANN. Was that your opinion?

Mr. BREWER. I don't deny I said—it was a fact. I don't deny I said it.

Mr. McCANN. What did you mean by that, if you did say it?

Mr. BREWER. Well, what I meant was, if I said it, and as it was a fact, was that in the last strike these groups which I tried to describe when I was on the stand before, had used our, the advantage of local autonomy in an effort to support the other side in this fight.

That was the basis on which the powers at the convention were conferred, and he did have greater strength and these disruptionists working in our union would have less opportunity to make that disruption effective.

Mr. McCANN. At that time—and I want you to bear in mind you previously testified you made no suggestions with respect to hot sets—at that time did you tell the producers, and I am quoting, "to put IA men on sets so carpenters and painters will quit"?

Mr. BREWER. I don't believe I did.

Mr. McCANN. Did you?

Mr. BREWER. I don't think so.

Mr. McCANN. At that time did you further state, "to keep the procedure quiet, so the CSU can't gang up at any one spot"?

Mr. BREWER. I don't think so. I don't know what procedure you are talking about.

Mr. McCANN. I am talking about the procedure with respect to these incidents leading up to the 23d, sir.

Mr. KEARNS. Mr. Counsel, we are really talking about the procedure of the planning here, are we not?

Mr. McCANN. The planning of the 23d.

Mr. KEARNS. You know, he hasn't pulled any bones about it, the procedure of the planning here—

Mr. BREWER. With respect to the discharges?

Mr. KEARNS. Yes.

Mr. BREWER. I did not have anything to do with the planning of the discharge of the carpenters.

Mr. McCANN. You had nothing to do with the making of the program?

Mr. BREWER. No, sir. The only part I had was that if they refused to work on the sets. I would do the best I could to see that men worked on them.

Mr. McCANN. Have you the rest of the minutes?

Mr. PRICE. No. They didn't work on them Saturday, and Sunday and Monday; they were holidays.

Mr. CASEY. One package I brought this morning—

Mr. PRICE. They are not complete.

Mr. McCANN. I would like to have them.

Mr. PRICE. I gave them to Mr. Benjamin.

Mr. McCANN. I would like to have them, sir.

Mr. PRICE. I will see if I can find him.

Mr. KEARNS. What is the delay about?

Mr. McCANN. He gave these papers he was supposed to furnish me to Mr. Benjamin. Mr. Benjamin left the room.

Mr. KEARNS. Tell him to come in.

Mr. McCANN. Get Mr. Benjamin.

Mr. KEARNS. We will recess until they find Mr. Benjamin.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order, please.

Mr. McCANN. Mr. Price, do you have now the documents that I requested?

Mr. PRICE. I have them.

Mr. McCANN. I wish that you would deliver them to me, please, sir. Thank you.

Mr. Casey, will you please take the stand?

TESTIMONY OF PAT CASEY—Recalled

Mr. KEARNS. You have been sworn, Mr. Casey?

Mr. CASEY. Yes, sir.

Mr. McCANN. Will you identify this volume that I am handing to you; first of all, identify this attached volume.

Mr. CASEY. Yes, sir.

Mr. McCANN. What is that?

Mr. CASEY. This is the minutes of a meeting that was held at the Beverly Hills, after the July 2d settlement, I believe.

Mr. McCANN. By whom was that—

Mr. CASEY. Oh, no; it was held Friday, August 16, 1946.

Mr. McCANN. That was taken by a court reporter, wasn't it?

Mr. CASEY. It was.

Mr. McCANN. Will you identify these other papers that you have there, sir?

Mr. CASEY. Yes, sir.

Mr. McCANN. What are they?

Mr. CASEY. Well, they are minutes, supposed to be minutes, they are memorandums of the meetings that were held on certain dates; one of August 16, 1946, August 22, 1946, September 3, 1946, September 23, 1946, September 24, 1946.

Mr. McCANN. Now, for the record I want it understood, Mr. Chairman, that I examined this volume yesterday and that some of the questions addressed to Mr. Brewer today were based upon these volumes, because the record shows that those questions were asked specifically with respect to some of those dates.

Now, Mr. Casey, I want you to examine that volume and tell me what that is.

Mr. CASEY. This is the minutes of a meeting of September 11, 1946, September 12, 1946, September 16, 1946, September 17, 1946, September 20, 1946.

Mr. McCANN. Now, Mr. Chairman, I want to ask when they are still here—they have both been sworn—I would like to ask a question of Mr. Benjamin, whether there were any records taken on the 18th or on the 19th of the meetings there.

Mr. BENJAMIN. Mr. McCann, I would be unable to say whether there was any meeting on the 18th or the 19th. I presume if the notes there do not include those dates there presumably were not meetings. I don't know.

Mr. PRICE. May I answer that?

Mr. McCANN. Yes, sir.

Mr. PRICE. My understanding is that there were no meetings on those dates which bore on this subject. Whether there were negotiation meetings on those dates, I don't know. I am having all those—I have given instructions to write up all the notes of all the meetings from August 16 to September 30, and I will know in the course of the day.

Mr. McCANN. Mr. Casey, by whom were those notes of those meetings or memoranda of those meetings prepared?

Mr. CASEY. Mr. Victor Clarke.

Mr. McCANN. And Mr. Victor Clarke, I believe, is the one who is getting together the records which you have requested?

Mr. PRICE. Yes, sir.

Mr. McCANN. I will ask, Mr. Chairman, to read those into the record at this time, and we will have Mr. Clarke down as soon as he can come with the rest of the records, and we will examine him later about those records.

Mr. KEARNS. Does Mr. Casey have to stay on the stand during this time?

Mr. McCANN. Well, it is not necessary for him to stay there.

Mr. PRICE. May I make a suggestion?

Mr. KEARNS. Yes.

Mr. PRICE. I would like to have the record show that these are not—and I am testifying to some extent on this—these are not official minutes of the meetings. They are not read back to the assembly as minutes usually are for approval. They are merely Mr. Clarke's personal notes of what he saw took place at the meeting.

Mr. KEARNS. Mr. Clarke was at the meeting, though?

Mr. PRICE. Mr. Clarke was at the meeting, they are his notes of what occurred at the meeting. They are personal memoranda, in the sense

that they are never read back to the meeting for its approval or correction.

Mr. McCANN. Mr. Chairman, I would like to excuse Mr. Casey a minute to put Mr. Maurice Benjamin on the stand.

Mr. KEARNS. All right.

TESTIMONY OF MAURICE BENJAMIN—Recalled

Mr. McCANN. Mr. Benjamin, you are counsel for the producers at this hearing, are you not?

Mr. BENJAMIN. Yes, sir.

Mr. McCANN. And have been their counsel for some time, have you not?

Mr. BENJAMIN. Yes, sir.

Mr. McCANN. You were their counsel during the period covered by the disagreements which arose out of the clarification of the decision of December 26, 1945, were you not?

Mr. BENJAMIN. Yes, sir.

Mr. McCANN. Did you miss any meetings at which these matters were discussed by the producers?

Mr. BENJAMIN. Yes, sir.

Mr. McCANN. You missed some of them?

Mr. BENJAMIN. Yes, sir.

Mr. McCANN. You were usually there, were you not?

Mr. BENJAMIN. I was usually there, Mr. McCann, except that I believe that during one portion of that period I had occasion to go to New York.

Mr. McCANN. And at that time you consulted—

Mr. BENJAMIN. I also was not normally present at all of the bargaining negotiating meetings.

Mr. McCANN. But you were usually present at those meetings discussing policies and what the producers should do with respect to the conflict between the conference of studio unions and the IATSE, were you not?

Mr. BENJAMIN. I was, except when I was away from the city.

Mr. McCANN. Now, were you cognizant of the fact that minutes were kept of these meetings?

Mr. BENJAMIN. I was not.

Mr. McCANN. You never knew that notes were taken by Mr. Clarke in various sessions of the producers' labor committee?

Mr. BENJAMIN. Yes; I knew Mr. Clarke took notes. I saw him take notes from time to time.

Mr. McCANN. You saw him take notes and of the proceedings that were taking place?

Mr. BENJAMIN. I saw him take notes at the proceedings.

Mr. McCANN. But you didn't know if they were for reference—

Mr. BENJAMIN. I had never seen the notes. They had never been submitted to me, to my knowledge, or to the labor committee for action.

Mr. McCANN. Isn't it a fact that sometimes you asked that those notes or that those minutes or copies of those minutes be furnished to you?

Mr. BENJAMIN. It is not.

Mr. McCANN. You did not?

Mr. BENJAMIN. Not that I recall.

Mr. McCANN. Not that you recall. That is all, Mr. Benjamin.

Mr. Chairman, I am reading from the minutes of a meeting of producers labor committee held in the board room on Thursday, August 22, 1946, at 9:30 a. m., with local 683 and IA officers.

Present: Columbia, Messrs. Kahane, Casey, Walsh; Goldwyn, Messrs. Ezzell, Pelton, Cooper; M-G-M, Messrs. Mannix, Walsh, Clarke, Brewer; Paramount, Messrs. Boren, Batchelder, Martin; RKO, Messrs. Goldberg, Price, Crutcher; Republic, Messrs. McDonnell, Seid, McKnight; Fox, Messrs. Meyer, Wilkinson; Universal, Messrs. McCausland, Nichols; Warners, Messrs. Sax and McCarthy; Roach, Messrs. Doane and Fouse; Technicolor, Messrs. Shattuck, Clare.

Discussed new AFL directive as to its effect on existing conditions and what it may lead to.

Later: Walsh advises that any company that makes one single change in the administration of the AFL directive in compliance with the new interpretation will have all work stopped in the studios, exchanges, and theaters.

Now, I assume that is also from Walsh.

The AFL committee was discharged 30 days after it made its report and therefore it has no standing or validity.

Mr. KEARNS. That is the three-man committee, of course, you are referring to there?

Mr. McCANN. Yes, sir; that refers to that.

Now, Mr. Chairman, I refer to the minutes of the meeting of producers labor committee at 10 a. m. and Film Editors Local No. 776, 11 a. m. in the board room on Tuesday, September 3, 1946.

Present: Columbia, Messrs. Kahane, Hopkins, Price; Goldwyn, Messrs. Blair, Ezzell, Casey; M-G-M, Messrs. Mannix, Walsh, Pelton; Paramount, Messrs. Freeman, Boren, Clarke; RKO, Messrs. Goldberg, Batchelder; Republic, Messrs. McDonnell; Universal, Mr. McCausland; Warners, Mr. Sax; Fox, Mr. Meyer; Roach, Messrs. Doane, Fouse; local No. 776, Messrs. Lehnert, Millbrook, Caplan, Sackin, Cooper, Brewer, and Walsh.

A. F. L. DIRECTIVE

Kahane read William Green's letter to Eric Johnston together with the recent interpretation of the directive.

Also the letter from Walsh on the same matter.

A meeting with attorneys is to be arranged to find out our legal status if we should discharge people for refusing to work under this new interpretation.

Also wire Eric Johnston; still can't understand the directive or its interpretation—is this a directive to compel us to abide or what shall we do. Both carpenters and Walsh have given us opposite instructions. As we are between, AFL council must tell us what to do.

I am reading from the minutes of the meeting held in board room on Wednesday, September 11, 1946, at 3 p. m., between producers labor committee and carpenters local No. 946 committee at 3:15 p. m.

Present: Messrs. Work, Beck, Mannix, Walsh, Freeman, Boren, Kahane, Wright, Silberberg, Howie, McCarthy, Casey, Pelton, Clarke, Batchelder, Goldberg, Preston (A), Meyer, Skelton, Sproul, Donovan, Conley, Burdeck, Paige, Cambiano, Montgomery, Murphy, Reagan, Dales, Somerset, Stevens, McGowan.

Kahane and Mannix told of efforts made by Johnston to get Green to straighten out or postpone our troubles. Wanted Green to call a meeting of Green, Hutcheson, Johnston, and Walsh. Walsh agreed to attend but Hutcheson would not. Green agreed it was a most deplorable situation.

3:15 p. m. Carpenters in.

Cambiano stated he had copies of the directive's interpretation and letter from Green stating copies had been sent to Johnston for the industry's information, and that he was here to ask that it be put into effect on the first shift Thursday morning (September 12, 1946).

Skelton stated he understands construction to include laying out of sets, laying flooring, cutting flooring, plumbing up sets, etc. Assemblying he thinks "is the same as prior to March 12, 1945—done by laborers and IA setting to a line."

Kahane inquired what will carpenters do if we do not follow the interpretation. Cambiano answered "If you do not follow it sets will be declared hot and we won't work on them."

It was further stated by Cambiano that the sets were hot only after tomorrow—that sets currently built would be finished by carpenters.

Union out at 3:30 p. m.

Kahane repeated that we had a choice of the two ways to go—and that undoubtedly we still intended going the way we had discussed. No dissent was heard.

Kahane said we would continue to assign work tomorrow as we did today and let chips fall as they may.

It was agreed we should give the carpenters a written reply and to advise the actors and directors exactly what the situation is.

Kahane read a statement he had prepared—also one from Reeves. The lawyers rewrote and re-edited the letter and in its final form was signed by Pat Casey and sent to Cambiano. (See file letter dated September 11, 1946.)

The lawyers were asked what our rights are as to firing men for refusing to perform work assigned and what should be done or said in the matter. The following was decided upon: If any men refuse to perform services, lay them off and pay for hours worked only. Put on card "layed off for refusal to perform work assigned." Each studio not represented was notified of above by telephone.

Pelton advised there is an average of 22,000 employees working and about 30,000 persons affected.

At 4 p. m. the artists' group joined the meeting.

Kahane outlined the situation and events leading up.

Somerset stated Flanagan is Green's personal representative on the west coast and the CLC may have to go along with the interpretation.

Montgomery is going to try to get Walsh to wait until the American Federation of Labor convention in October.

Actors out at 6 p. m.

Kahane answered a phone call and on returning stated "Brewer says instructions to man the companies means—furnish painters, carpenters, etc."

Mannix stated "I am for closing."

Meet tomorrow at 11 a. m.

The minutes of September 12, 1946, of the producers labor committee held in the board room at 11 a. m.

Present: Columbia, Messrs. Hopkins, Kahane, Wright; Goldwyn, Messrs. Blair, Ezzell, Freston (A); M-G-M, Messrs. Mannix, Walsh, Silberberg (2 p. m.); Paramount, Messrs. Boren, Freeman; RKO, Messrs. Goldberg, Brewer (2:30); Republic, Messrs. McDonell, Cooper (2:30); Fox, Mr. Meyer; Universal, Messrs. Work, Beck (2:30 p. m.), Casey; Warners, Messrs. Sax, Pelton; Roach, Messrs. Fouse, Doane, Clarke; Technicolor, Messrs. Shattuck, Batchelder, McCarthy, Reeve, Howie.

A report as of 10:30 a. m. indicated that M-G-M had dismissed 12 carpenters, Fox 2, and Columbia 2. At the meeting RKO reported 20 and Columbia and Fox each 2 additional.

Mr. Kahane reported the recent conversations with the presidents and Eric Johnston which contained the following recommendations: "Lay off carpenters if they refuse to perform the services to which they are assigned. Do not be in any hurry—take as much time as you can before crossing jurisdictional lines. Work with the IA to get a sufficient number of carpenters, electricians, painters, etc.

"Each studio to cooperate with another in helping to keep operating until such time as it is impossible to keep open. Close only after a fight has been made."

Kahane states there are two courses to pursue: (1) As the sets become hot and as men are laid off do not cross jurisdictional lines, doing nothing to cause a picket line to be established. Shoot until sets are exhausted and then close down; or (2) attempt to keep open as we did on March 12, 1945—call on IA to do the struck work and do the best we can. This would bring on picket lines and the accompanying strife.

It is apparently the opinion of the New York executives and Johnston to try the second course. If we try this course and call upon IA, and they should fail to

be able to keep us open, then the IA may attempt to get the federation to settle the matter or adjudicate the matter with the carpenters.

I was agreed by those present to follow the second course but to take time to face the issues and not to put on any IA men in place of strikers until after Monday. No one will have to close down a picture on account of no sets before Monday.

It was decided to call in Brewer to tell him of situation and find out from him if the IA is to furnish men to fill places vacated to keep the studios open. The small producers labor committee and anyone else who cares to attend will meet with Brewer at 2:30 p. m.

The producers labor office will act as a central clearing house to receive daily reports from studios of the number of men laid off—number of companies shooting, and length of time each company can keep going.

Freeman says in following out the plan to call upon IA for men to fill places that he understands no commitment is being made to Walsh now. He was assured none was being made.

Goldberg asked if he should assign more carpenters to fill the places of the ones just laid off until all carpenters are gone and then ask IA to fill vacancies. He was advised not to make any substitutions till after Monday next week.

Al Wright submitted the following, copies of which were distributed to each studio representative with instructions to keep in hands of only one or two persons in the studio.

SEPTEMBER 12, 1946.

INSTRUCTIONS TO DEPARTMENT HEADS

1. Any employee who refuses to perform the work properly assigned to him in accordance with his regular classification of work should be requested to leave the premises.

2. In the event that such employee asks whether he is being discharged he should be told "no."

3. In the event that any such employee asks whether or not he is being laid off he should be told that he is not being laid off, but that he is not wanted on the premises as long as he refuses to perform his customary duties.

4. In the event that any such employee further asks what is his status he should be told that he is requested to leave because of his refusal to perform services requested.

5. He should be paid off to time of leaving.

If any such employee asks to return to his former job he is to be welcomed back. It was agreed each studio would assign work to carpenters by Monday to create an incident.

Reeve suggests that the Casey letter (September 11, 1946) to Cambiano be run as an ad. No opposition to this.

1:30 p. m., recessed.

2:40, in.

Brewer and Cooper joined the meeting.

Kahane explained the situation which the producers find themselves in, reading the letters recently received from the carpenters, and the producers reply to the carpenters, signed by Casey. Kahane outlined the two courses the producers could follow and stated our decision depends on what your (Brewer's) position is as to furnishing us with men.

Brewer replied that they will do everything to keep the studios open—and will supply the necessary help. However, there are a few unions such as actors, teamsters, culinary workers, etc., about which there is some question.

Kahane inquired if Brewer thought the laboratory technicians would pass a picket line—he replied he doesn't know but we will use the full power of the IATSE to force them to. He is sure the grips and sound can be depended upon.

Now the minutes of the meeting of producers labor committee in board room on Monday, September 16, 1946, 11 a. m.:

Present: Columbia, Messrs. Hopkins, Casey; Goldwyn, Messrs. Blair, Ezzell, Pelton; M-G-M, Messrs. Walsh, Mannix, Clarke; Paramount, Messrs. Freeman, Boren, Batchelder; RKO, Messrs. Goldberg, McCarthy; Republic, Messrs. McDonell, Cragin; Fox, Messrs. Meyer, Philbrick; Universal, Messrs. Work, Beck, Howie; Warner, Messrs. Sax, Reeve; Roach, Messrs. Doane, Fouse, Wright; Technicolor, Mr. Shattuck.

Unemployment compensation.—Cragin of the Loeb office wanted instructions for the comptrollers as to what position the producers wanted to take on statement to be made to the State unemployment fund. It was agreed to say "the employee left his work on account of a trade dispute" and to ask the department to disqualify him for unemployment compensation.

Mannix thinks it a good idea to have in the record the fact that some men who left under these circumstances were reengaged when there was work they would do.

Rehiring.—Boren stated the painters who were sent from the lot for refusing to perform work assigned are now ready to do any work—so they were rehired. This was approved as well as hiring back anyone in order to have as much work completed as soon as possible.

I am leaving out all the matter that does not affect us, such as "New Disability Law" and other things that don't affect our hearing.

Minutes of meeting of Producers Labor Committee with Brewer and Cooper, held in board room on Tuesday, September 17, 1946.

Present: Columbia, Messrs. Kahane, Hopkins, Silberberg; Goldwyn, Ezzell, Blair, Reeve; M-G-M, Mannix, Walsh, Howie; Paramount, Freeman, Boren, McCarthy; RKO, Goldberg, Wright; Republic, McDonnell; Fox, Meyer, Pelton; Universal, Work, Beck, McCausland, Casey; Warners, Sax, Clarke; Roach, Fouse, Doane, Batchelder; Technicolor, Shattuck; Messrs. Cooper, Brewer.

Kahane advised that Brewer and Cooper had met with the actors' and directors' representatives and that Brewer and Cooper would come in the meeting shortly to tell us what transpired.

Upon inquiry no studios advised they were tied up for lack of sets to work in. Brewer and Cooper in at 12:20 p. m.

They stated they had had a meeting with Montgomery, Cagney, Reagen, Ames, Somerset, Dales, and McGowan. John Lehrners also joined the meeting.

Montgomery wanted everything shut down including theaters. He stated the guild would have to decide on whether to go through a picket line or not. He said that about 80 percent were in favor of going through. They will, however, follow any action of the CLC if they act. Brewer thinks Montgomery is influenced by his pet scheme of forcing the AFL to adopt a policy of adjusting jurisdictional disputes.

Set erectors.—Brewer wanted to correct an erroneous opinion that independents were not being forced to use erectors. They are. Grips are buttoning up old sets. Walsh is in favor of proceeding according to plan regardless of actors, directors, etc.

Now, this Walsh apparently is the gentleman—

Mr. PRICE. William Walsh. He was on the stand.

Mr. McCANN. Yes. He is with the producers.

A fine response was evidenced at the meeting of IA representatives with Walsh. The motion to take strikers' places was unanimously and enthusiastically passed.

Beck (teamsters) has said he would send in help if needed.

Barrett (No. 80) said his grips will cross picket lines.

Report that carpenters would not object if grips were given the work has proven groundless.

Brewer feels his organization is in much stronger position to keep studios open than in March 1945. Walsh's power recently conferred gives him added strength.

Local No. 44 voted to accept the contract.

Martin has told his men this is to be a jurisdictional fight and not to respect the picket lines.

Local No. 468 has approximately 1,300 members.

Plasterers have not been contacted as both officers are out of town.

IA is prepared to furnish men to cross jurisdictional lines—take the place of strikers and to keep studios going.

Mannix suggested each craft should have a captain at each studio to advise and instruct the men coming to work.

Brewer said to put IA men on sets so carpenters and painters will quit, provided—

1. IA is advised in advance when and where.
2. Put on enough set erectors and painters in a group for self-protection.
3. Keep procedure quiet so CSU can't gang up at one spot.

CLC can't put a plant on an unfair list if any one union with a contract in the plant objects.

CSU unions will not all go out in Brewer's opinion.

Green told Walsh he has no intention of directing the actions of the CLC.

Brewer and Cooper out at 1 p. m.

Mannix thought someone or group should meet with the sheriff, district attorney, and the chief of police to explain the situation and arrange for necessary protection.

Discussed the proper method of procedure—how and when to get carpenters and painters to refuse to work—when to replace with IA, etc.

Wright thinks we should not act in concert. It was suggested to notify the carpenters and painters of our intention to keep sets moving. See letter to painters and telegram to carpenters dated September 17, 1946.

July 2, 1946, meeting—Freeman asked for an expression from those present at the July 2, 1946, meeting what was the understanding regarding "The pending NLRB decision." Was the producers' petition for representation referred to or the unions' unfair labor action. Kahane repeated his statement made at that time and all agreed there was no question but that he and the meeting referred to and understood it to mean the producers' petition.

Sorrell is claiming when the strike was over and all men went back to work under former wages and working conditions that this reinstated all contracts including the closed shop conditions. Producers refute this.

Recessed until 3:20 p. m.

Lawyers presented the notice to go out to the painters and carpenters (September 17, 1946) and was edited. It was understood that studios would begin on the first shift Thursday to ask carpenters and painters to perform the work on sets they have considered "hot" and if and when they refuse to then ask the IA to do the work after arranging with Brewer.

There is to be no hurry to clean out all carpenters and painters immediately—running into Friday or even Saturday if necessary.

Be sure to have police near each set when IA erectors or painters are working. Assign someone to see no damage is done to the electric generators.

Absentees.—No uniform action was decided upon in paying for employees who may not report when a picket line is present—or who may only report for a fraction of the day.

Records.—One person in each studio is to be designated as the man for Silberbergs office to contact. The following were listed: Universal, Muhl; M-G-M, Walsh; Goldwyn, Blair; RKO, Barton; Warners, Obringer; Fox, Patton; Technicolor, Shattuck; Republic, McDonell; Columbia, Growman; Paramount, (?) ; Roach, (?).

Overtime and 6- or 8-hour day.—No decisions reached—let conditions dictate.

Fred Meyer appointed to head up protection policies.

Caution must be used to see that the Thursday program is not made known outside a very few of your personnel.

Minutes of meeting of producers labor committee on Friday, September 20, 1946 at 2:30 p. m. in board room.

Present: Columbia, Messrs. Kahane, Hopkins, Price; Goldwyn, Messrs. Blair, Ezzell, Casey; M-G-M, Messrs. Walsh, Mannix, Pelton; Paramount, Messrs. Boren, Clarke; RKO, Messrs. Goldberg, Howie; Republic, Messrs. McDonell, Batchelder; Fox, Messrs. Meyer, Silberberg; Universal, Messrs. Work, Beck, McCausland, Benjamin; Warners, Messrs. Sax, Reeve; Roach, Messrs. Fouse, Doane, Wright; Technicolor, Mr. Shattuck.

Kahane read a proposed reply prepared by Byron Price to the telegram sent by CSU to Pat Casey, dated September 19, 1946. He thinks we should not meet with them before Sunday as they could then use the argument that the break came on account of wages and not jurisdiction and further we should not offer to negotiate while they refuse to work under their interim agreement.

The lawyers recessed to prepare the answer to CSU.

Brewer 1. Requests studios to check with each local's business agent before asking any member to sleep in the studio.

2. If and when picket lines form arrange for groups by trades to go through at regular times. Do not let single employees straggle in one by one.

3. Somerset thinks it advisable to not have stars see the picket line broken—but to hold them somewhere until they can enter studio peacefully.

4. IA has instructed members they will not get paid unless they are on the lot and report for work, or if unable to get through line go to their union headquarters immediately to be escorted through line. Exception to these instructions are make-up artists who may go home and be available.

5. Requests a list be kept of those who do not report and submit to union.

Painters.—No studio reports having asked anyone to cross jurisdictional lines for painting. When needing painters clear with Brewer.

Electricians.—Paramount reports Local 40 has refused to furnish electricity to a hot set. Paramount is prepared to put man on generator who will operate.

Process stage.—Universal is going to build a set on the process stage complete with set erectors.

Mill work.—If carpenters stop work in mill put set erectors on to take their jobs.

Deadline.—By 9 a. m. Monday clear out all carpenters first and then clear out all painters, following which proceed to put on IA men to do the work.

Lamp Operators.—Do not lay off any surplus men 'til see what happens Monday.

Force reports.—When making up reports classify the men in the classifications they are working—not from which they came.

Answer to CSU.—Was edited and printed copies are to be delivered by Tivoli Printing Co. before 6 a. m. Saturday morning.

Mr. PRICE. On that last set did that show Mr. Brewer was present at the meetings?

Mr. McCANN. Yes; oh, yes.

Mr. PRICE. My recollection was he was not.

Mr. McCANN. Mr. Brewer made the three proposals at that time.

Mr. PRICE. You are on the wrong page. Here are the three proposals [indicating]. I don't believe he was present.

Mr. McCANN. Well, all I know is it says "Brewer 1." And so forth.

Mr. PRICE. The people present are shown at the top of the page.

Mr. McCANN. I don't know how the proposals got in there. They are marked "Brewer" on the record.

Mr. KEARNS. We will recess for 10 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order, please.

Mr. McCANN. Minutes of meeting of producers labor committee at 2:30 and drivers at 4 p. m., held in board room on Monday, September 23, 1946 [reading]:

Present: Columbia, Messrs. Hopkins, Kahane, Casey; Goldwyn, Messrs. Ezzell, Blair, Pelton; M-G-M, Messrs. Mannix, Walsh, Clarke; Paramount, Messrs. Boren, Freeman, Howie; RKO, Messrs. Goldberg, Price; Republic, Messrs. McDonell, Reeve; Fox, Messrs. Meyer, McCarthy; Universal, Messrs. Work, Beck, McCausland, Batchelder; Warners, Messrs. Sax, Benjamin; Roach, Messrs. Fouse, Doane, Wright; Technicolor, Messrs. Bowen (personnel director), Silbergberg; Messrs. Touhy, Clare.

Kahane stated that the last sentence in the letter of September 21, 1946 to Sorrell was a mistake in his opinion. He read his proposed answer to Sorrell's communication of September 22, 1946. Mannix thinks such wire should not be sent.

Lawyers said we can't refuse to bargain and told of consequences. Carpenters situation may or may not have been an unfair labor practice, but painters, electricians, etc., could have no cause for unfair labor practice charges for dismissing men for failure to perform work required.

Benjamin says studios have perfect right to lay off men because of no work.

Lawyers recessed to prepare wire answer.

Maintcnance men.—Metro and some other studios have requested maintenance men to work on sets, and upon refusal have dismissed them. Alfred Wright stated the studios cannot morally or legally assign maintenance men who never have worked as journeymen on sets to set work.

Kahane asked if there was any question but what all studios are going to put on IA painters. There was no objection.

Hopkins reported Barrett and DuVal have stated their men willing to do any kind of work.

Brewer should be contacted to make cross-jurisdiction assignments.

Coordinators at Fox have resigned from carpenters union and are to become administrative assistants.

Carpenters and foremen (2) at Universal want to remain at work—Brewer is to be asked if IA will take them in.

Police at Republic have been notified by Camp not to escort any CSU men off the lot.

Lawyers in at 5:40 p. m.

Read the proposed telegrams to Sorrell and CSU which were edited and held until morning.

Benjamin expressed belief that even though NLRB might decide producers had engaged in unfair labor practice there was a good chance the Board might not assess any back pay.

Minutes of meeting held in board room on Tuesday, September 24, 1946, producers labor committee at 11 a. m. and drivers at 12 noon (Brewer, Cooper, Barrett at 3:30 p. m.).

Present: Columbia, Messrs. Hopkins, Kahane, Casey; Goldwyn, Messrs. Ezzell, Blair, Pelton; M-G-M, Messrs. Mannix, Walsh, Clarke; Paramount; Messrs. Boren, Batchelder; RKO, Messrs. Goldberg, Reeve; Republic, Messrs. McDonell, Benjamin; Fox, Mr. Meyer; Universal, Messrs. Work, McCausland, Barrett; Warners, Messrs. Sax, Cooper; Roach, Messrs. Fouse, Doane, Brewer; Technicolor, Messrs. Bowen, Tuohy, Shenk, Clare.

Brewer, Cooper, Barrett in at 3:30 p. m.

Brewer stated he thought it advisable to have clear understanding with the studio representatives as to how his people propose to handle the labor situation in the anticipated forthcoming trouble.

Crossing jurisdictional lines—his people are prepared to cross where necessary but they are not telling them they must cross or else.

He believes he has an adequate supply of men in No. 468 and if other union members are reluctant to cross lines call No. 468 for men.

If a property man does not want to work in the carpenter mill do not force him—the local will try to persuade him to perform. The IA would prefer to supply men from No. 468, however, if you need men for mill work studios are free to call on men from any local.

All work on stages should be done by No. 468 men or have any other men clear through No. 468.

Brewer feels there is a very satisfactory solidarity in the IA locals.

Machinists.—Brewer says it is reported that No. 1185 are not going to strike. Six studios are going to be very shorthanded for American Federation Machinists (No. 2368).

CSU.—It is reported the CSU is making the following demands upon producers.

1. Take back all men who have been laid off for refusing to work on hot sets.
2. Obey the December 1945 AFL directive with its August 1946 interpretation.
3. Conclude immediately all contracts.

Brewer says at Local 1421 meeting last night it was stated the men were advised to "crack heads, turn over cars, get arrested" and that many longshoremen have been hired to help on the picket lines. Emphasis was placed on proposed goon squad intimidations.

Painters.—At present Hanzard has not sufficient painters to meet the anticipated demand and therefore the studios will have to ask other locals to cross over and furnish painters. At first the IA would want volunteers to take over, but if not enough then the IA may have to force crossovers.

Interior decorators.—These men should be given the choice of the interior decorator rate or the Local No. 44, propmaster rate plus 15 percent.

The IA have quite a few interior decorators available.

Set designers.—IA has very few (Hanzard.)

General.—IA now has no objection to lodging their members in the studio. Producers want an 8-hour day.

That completes the reading of those minutes, Mr. Chairman, and, of course, we have others that we will want to look at when they have been finished.

Now, I called on Mr. Casey yesterday to give me a chance to see these, because I wanted something to supplement the first part of the minutes. This is just a portion of the minutes. He said that they would not be completed until later, and I returned them to him yesterday.

Now, Mr. Chairman, as a reference exhibit, I think it is very important for us to receive in evidence the court reporter's record of the Beverly Hills Hotel meeting on August 16, 1946, at which the Association of Motion Picture Producers and the various unions met and discussed their problems. I haven't had any chance to read it. I don't know what is in that volume.

(The document referred to will be found in the files of the committee.)

Mr. McCANN. Mr. Chairman, at this time I would like to call the actors' group and let them testify with respect to the effort which they made to solve the current Hollywood dispute. Mr. Dales, do you want to testify on that?

Mr. DALES. I do not know.

Mr. KEARNS. Do you solemnly swear the testimony you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. DALES. I do.

TESTIMONY OF JOHN DALES, JR., SECRETARY, SCREEN ACTORS GUILD, LOS ANGELES, CALIF.

Mr. McCANN. Tell us your name and your address.

Mr. DALES. John Dales, Jr., 1555 Clearview Drive, Los Angeles.

Mr. McCANN. What position do you hold, sir?

Mr. DALES. Executive secretary, Screen Actors' Guild.

Mr. McCANN. How long have you held that position, Mr. Dales?

Mr. DALES. Since September 13, 1943. Prior thereto I was assistant to the then secretary, Mr. Thompson, since 1937.

Mr. McCANN. Now, several witnesses have appeared before us representing the guild, and members of the guild, and have testified with respect to their efforts in Chicago and their efforts in Los Angeles to secure a settlement of the strike which arose after the September 23 incident.

Now, I should like for you, sir, to tell us of the effort at adjustment which was made. I believe you had an arbitration plan which almost went through. Now, will you just start in your own way, sir, and tell us what was done by the guild.

Mr. DALES. Yes, I will, Mr. McCann. It has been testified here, I understand, that we held two meetings at the Knickerbocker Hotel, October 24 and 26, 1946, of all the unions in Hollywood, of the representatives.

Mr. McCANN. I think those records are in evidence.

Mr. DALES. They are in evidence, sir. I was chairman of those meetings. The last meeting, the October 26 meeting, lasted until 2:30 a. m., which was Saturday, into Sunday morning. It has been testified to already, but I just wanted to bring this up, that Mr. Tyndall, one of the CSU strike strategy committee at the time, suggested that we could get together if the actors could go on with a committee and

try to work out an arbitration, in view of the testimony which had been given at the Hollywood Knickerbocker meeting. We gladly agreed, and on Sunday morning, the next morning, at 10 o'clock, a committee of the participating unions in this studio dispute appeared at the guild offices, together with certain interested unions, such as the painters and the teamsters and others. The CSU was representing the painters, the IATSE, and what is known as the basic agreement crafts, which included, if I remember, the plasterers, culinary workers, teamsters, and others.

Specifically I will tell you that we did not take minutes, but we have these very sketchy notes which I wrote up in those meetings, and I note here that Mr. Brewer of the IATSE was present and Mr. Sorrell, Mr. Tindall, Mr. Ed Gilbert, Mr. Mattie Madison, Mr. Skelton of the CSU unions were present, Mr. Tuohy, of the teamsters, who stated that he was also representing the basic-agreement group, our counsel, Mr. Laurence Beilenson, was present, and we had invited at the last night at the Knickerbocker meeting the previous night members of the guild to come in on Sunday morning, and there were present Gene Kelly, Ann Revere, and others.

We discussed the practicability of settling this dispute by setting up arbitration based upon the testimony which had been given by our people, Mr. Sorrell, and others at the Knickerbocker meetings and upon the conversations that we had had with the three arbitrators, Mr. Knight, Mr. Doherty, and Mr. Birthright, and it was agreed at that time very definitely as follows:

We said we have five points of disagreement here: One, the disposition of the specific jurisdictional dispute of the set erectors. Two, the establishment of permanent arbitration machinery to settle other jurisdictional disputes.

Three, the question of getting certain contracts for the CSU from this July 2 treaty agreement which had never been reduced to a formal paper.

Four, the question of scheduling return to work of CSU members and trying to take care of the question of replacements.

Five, specific settlement of the dispute between the international, IATSE international and local 683.

We discussed the last two points first. It was said as to the disputes between the IATSE international and its local, that was none of other unions' business, that that point was nobody else's affair but the national and local affair, which should be left to those people to decide. As we took up each of those questions we went around the table and said, "Do you agree," "Do you agree," "Do you agree." So everyone of us agreed that was none of our business. Mr. Sorrell added one remark. He said, "It is none of our business, I agree. However, so long as there are as small as three pickets of 683 outside of the studios, we are not going through, but we will not attempt to go in and say how that dispute shall be settled."

With respect to the right to work of people and the question of replacements, it was agreed that the presence of Mr. Walsh, who was, I believe, in the East some place, would be necessary to discuss that, and we put that back to wait for Mr. Walsh's return to this coast.

With respect to the major points just listed, this was the unanimous agreement of each person present and each union present, that this

agreement that we intended to make would be effective only with certain of the international presidents of the unions signatory hereto. That was point 1.

Point 2. All jurisdictional controversies arising between these unions in the motion-picture production field would be settled by arbitration machinery which we were trying in these meetings to set up.

3. There would be no stoppage of work by reason of jurisdictional dispute.

4. The December 26, 1945, decision, the original decision of the AFL arbitration committee on the Hollywood jurisdictional controversy, as written December 26, 1945, was to be accepted as the fundamental law and the basis of division of jobs, and shall be considered final and binding.

Now, we went around the table on that. Mr. Skelton raised the point that—first, may I interrupt myself once more?

At first we worded it this way: The December 26, 1945, award shall be final and binding, and the subsequent clarification of October 16 shall be of no force and effect. Agreed; agreed; agreed all the way around.

Mr. Skelton raised the question, he said, "I know Mr. Hutcheson—I am sure that Mr. Hutcheson will go along with this. But I think it is rubbing it in, to point out the clarification, spelling it out, shall be of no force and effect. Can't we just say no subsequent documents after December 26 agreement will be considered?"

And we reworded it, and our counsel suggested we put in what he called words of art, that is to say, December 26, 1945 agreement as written shall be considered final and binding. That was agreed to by all of us.

So, in effect, at the first meeting we were under the impression that except for the very knotty problems of replacements and the question of IA local 683, the actual jurisdictional dispute had been agreed to, had been settled by the parties present.

With respect to arbitration machinery, Mr. Sorrell and others said, "There is no good settling this one, unless we got a man operating machinery which will set up—which will take care of any others. Naturally, there will be many others."

We went into the question of arbitration machinery. We agreed that this December 26 decision should be, if I may paraphrase Mr. Skelton, "the Bible." It would be the starting and ending point of jurisdictional law, so far as that document purported to cover jurisdictional differences in the industry.

It should speak for itself. Somebody might, under that, say, "This is trim and millwork." And somebody else might say—might deny it. We could arbitrate that, but the basis of the arbitration would be, What did the December directive say?

Where the decision, the December directive was not clear or where there are jurisdictional disputes outside of its scope they, too, were to be arbitrated by this machinery we set up.

A subcommittee was appointed to see if we could find a person satisfactory to all who could act as an arbitrator. On that subcommittee was Mr. Sorrell, Mr. Brewer, Mr. Touhy, myself, and two others. I don't know them. Perhaps somebody else here—I have got the CSU,

the IATSE, the teamsters, and the actors represented; there were six of us, so some of us must have had two. Perhaps Mr. Bradley was. May I inquire? Well, there were six people.

This subcommittee met Monday. We agreed that the important people to be satisfied in this case, the individuals were Mr. Brewer and Mr. Sorrell, because they had the immediate disputes. We met in my office on Monday, October 28, in the morning. Before we went into our business of discussing an arbitrator, we reviewed the very brief minutes of the Sunday meeting, which I have just testified to. We went over it, word for word, and we unanimously reaffirmed the agreement we had reached that day before.

Whereupon, we suggested a number of names, of possible arbitrators. We threw in anybody we thought might be acceptable, and suggestions came from everyone present.

There were, oh, any number. We decided we would meet, not the next day, but on Wednesday, having given some thought to the names. In the meantime it was—Mr. Sorrell requested that this—the minutes or agreements of the day before be reduced to writing by our counsel. Our counsel said that both Mr. Sorrell and Mr. Brewer were primarily the primary parties, and we were merely advocates of a jurisdictional settlement. He preferred they go get their counsel.

Mr. Sorrell said, "You talk my language. You put it down just the way you said it there, and that will be fine."

Mr. Brewer agreed, and the rest of us were not immediately affected.

We met Wednesday, October 30, at 2 p. m. We reviewed and again approved the situation, the agreements to date, and an agreement for arbitration machinery which was a formal document, simply saying the arbitrator to be chosen would be the arbitrator for jurisdictional disputes. He would use as the law the 1945, December 26, arbitration machinery so far as—I mean arbitration award, so far as it is purported to cover the disputes in question.

We then went over the names of arbitrators, suggested arbitrators. Mr. Brewer, among four or five arbitrators, suggested one, Joseph D. Keenan, and of all the names that was the one which immediately Mr. Sorrell and his group accepted.

They said—we had all thrown in names. They all agreed Mr. Keenan was head and shoulders above the others as to acceptability from all parties. I had never heard of Mr. Keenan at that time.

We were told he was a trade unionist, a member of the electricians union, that he was an important cog in the central labor council machinery, I believe, in Chicago, and that he had been doing labor relations work for Gen. Lucius Clay in charge of the Germany occupied area.

It was unanimously agreed that Mr. Sorrell, Mr. Brewer, and myself should extend an invitation to Mr. Keenan to come out and take over this problem. We agreed that we would call him the next morning. They were to call from my office.

Mr. Sorrell was unable to make it and he sent Mr. Tyndall, who was a member of the electricians union, CSU, and who knew Mr. Keenan and Mr. Brewer. So the three of us called Mr. Keenan and told him the problem, the possibility of the job, the importance of it to the whole labor movement.

Mr. Keenan seemed interested, indicated his very definite interest, and asked time to think it over. Well, if I may—I believe he said, "I will not commit myself, but I will come out and look the situation over," because at the end of that time we expected Mr. Keenan—this conversation, that he would come out, although he was not committed to the job.

That was Thursday, the 31st day of October. The next day our counsel, Mr. Laurence Beilenson, called me, I guess it was in the evening, at home, and said, "I have just been delivered a letter by Mr. Frank Pestana, attorney for the CSU, which purports to redraft the agreement and is in complete disagreement with the things which we had decided upon."

He read it to me, and it stated that the international presidents need not sign this agreement, but that it would be binding upon the signatures of two-thirds of the locals in Hollywood. If I say—well, I will wait until I get to that in due course. It said some other things we didn't notice until later, that came up at a later meeting, which I will report on.

Mr. Keenan, in the meantime, had been delayed. We discussed, Mr. Tyndall, Mr. Brewer, and myself, whether or not we should call Mr. Keenan. It was not fair to ask him to come out. We thought we had an agreement but we didn't have. However, we thought Mr. Keenan could himself pull the disputant groups together and we would take the chance, although it seemed like a dirty trick on Mr. Keenan, to let him come.

Mr. Keenan's trip was delayed and he arrived on the morning of Friday, November 8, and we went into immediate session, all of the groups, although the group now had grown until our board room was two-thirds, three-quarters full; there were 25, 26 people, representatives of practically every union in Hollywood.

Included were a number of international officers of the various unions. I made note of them. Mr. Maurice Hutcheson—Maurice, son of William Hutcheson—of the carpenters. Mr. McKinney, of the plumbers; Mr. Finney and Mr. Milney, of the International Brotherhood of Electrical Workers; and about 23 in addition. And on behalf of the Conference of Studio Unions were three attorneys, spokesmen for the group, Mr. Abe Izzerman, Mr. Ben Margolis, and Mr. Frank Pestana. They started the meeting, and they pointed out their objections to the original agreement we had made the Sunday and Monday before between Mr. Sorrell, Skelton, Brewer, Touhy, and the rest of us on the original committee.

They maintained it was impractical, that it would take too long to get the international presidents to sign. We then went over the document point by point, and there were any number of little discussions about how we would appoint a successor to Mr. Keenan in case he failed, refused, got sick, or died, or what not, and whether there should be an appeal from Mr. Keenan's decision.

At the end of the day it was agreed that Mr. Beilenson, our counsel, would meet with Mr. Margolis, CSU counsel, over the week end, to see if they could redraft the agreement, incorporating the points taken up at the meeting.

We met again the 11th of November, at 10 o'clock in the morning, and we began a detailed study of the work done by the attorneys

over the week end. Again it was agreed that at least all international presidents would have to sign. The CSU attorneys apparently had dropped that objection, because again we agreed to make this thing workable and binding, so one could trust the other and would not have the question of senior authority or ruling them out, every international president involved would have to sign.

It was also discussed whether the locals should have to sign in addition and it was agreed that temporarily we would consider the signatures of the internationals would bind the locals in the industry and we would seek an addition, to get the locals—we would stay under the rulings of each union, if its international agreed to jurisdictional dispute machinery, that would be binding.

However, at this meeting Mr. Skelton raised a question as to the wording of the agreement. He questioned, as I remember—I don't—I just have here he raised the objection to the wording of the agreement, that the December 26 decision would be the law, insofar as it was concerned, would override prior agreements to jurisdiction. In other words, it would be controlling so far as any dispute would come under its scope.

He said, "What if we have a prior agreement which differs with that? We are not going to give that up."

This brought forth the first time full realization in several weeks, a week and a half we had been going over this, the realization the jurisdictional dispute between the carpenters and the IA, which we thought had been fully settled and accepted here, had not been settled.

Mr. Keenan suggested that he would like to hold a separate and a special meeting with Mr. Walsh personally and Mr. Maurice Hutchesson personally and alone, to see if they could iron out once and for all the thing we thought we had ironed out a week and a half before, the question of jurisdictional dispute.

At this meeting perhaps more startling a bombshell to us came up in that upon discussing the agreement, the counter-agreement, which the CSU attorneys had submitted, it was discovered—and we questioned them and Mr. Skelton and Mr. Sorrell and others as to their intent, and it came out, their understanding of what they would be willing to agree to now, and that was that they would accept the December 26 arbitration award for 1 year and 1 year only; not as final and binding. And that it would be part of the arbitration machinery.

We had agreed originally that the arbitration machinery and the arbitrator would be temporary, until we saw how it worked, but that the December directive would be final and binding and end all problems which it purported to cover.

Mr. Skelton said—Mr. Skelton and the attorneys for the CSU said—that they would only combine the two, that is to say, they would only accept for 1 year the arbitrator, and they would only accept for 1 year as final and binding the December arbitration award.

I said to Mr. Skelton, "At the end of a year then, what happens to the jurisdictional problem?"

He says, "We are out in the open again."

That isn't maybe an exact quote. It is my recollection of what he said. At least, that was quite clear.

On Tuesday, the next day, November 12, there was a meeting of the smaller committee of the CSU, IATSE, actors, and teamsters, with

Mr. Keenan, who reported that later in the afternoon of the day before, I believe—in any event, between the end of the meeting the day before and this meeting we were now having on Tuesday, the 12th, he had met with Mr. Walsh and Mr. Maurice Hutcheson.

He says, "I met with them this morning," that is, November 12. He said, "Mr. Walsh stated that he had wanted a plain definite understanding that the international unions were accepting the December directive as it had been agreed upon and had been agreed upon in these meetings." And that he wanted an exchange of letters between the international presidents involved, stating their acceptance of the directive.

Whereupon, Mr. Maurice Hutcheson reported this was impossible as the carpenters' convention had resolved never to accept the December directive. This was, of course, the complete bombshell that threw all the work into the ash can, because we had already made such an agreement among ourselves and until Mr. Hutcheson pointed out he was prohibited from accepting the December directive.

Unfortunately, there was some kidding going on at this meeting and Mr. Skelton and all, I think—I believe with true innocence, without any malice of intent, made a remark concerning bombing which aroused Mr. Brewer's ire. Mr. Brewer walked out and said he was through and he would never meet with these people until the violence had stopped.

During this discussion I asked if something couldn't be done to stop the extreme violence which had started a few days before, or a day before, that was going on at that time.

Mr. Sorrell said, "We don't advocate this violence."

I said, "Advocate; Mr. Sorrell?"

Mr. Sorrell continued, "I mean, we don't allow it. But we can no more control our members than you can keep your actors from committing rape."

Mr. Keenan asked that the meeting be adjourned and he immediately went into a meeting of the CSU representatives only.

We had scheduled previously a continuation of the Keenan meetings, as we called them, for the next morning. We had this day arranged for a continuation the next morning, but Mr. Brewer and I believe Mr. Walsh had walked out of this meeting. Either Mr. Walsh hadn't attended that meeting or if he was there, he walked out. Brewer I remember saying he would not attend any more meetings so long as this violence continued. He said, "We will be bound by the agreement we made to date."

However, we had a meeting scheduled for the next morning, so I left my office and chased down the hall and caught Brewer.

I said, "I don't think it is right, that you don't attend the meeting tomorrow. You were one of the parties who invited Mr. Keenan out. We owe him at least the courtesy of a meeting with him. This thing looks like a dead duck. We might as well meet together and see what happens."

Mr. Brewer thereupon agreed he would come.

I went back to my office, which was being used by Mr. Keenan and the CSU representatives, and I knocked on the door and went in and told them I had caught Mr. Brewer and he had agreed to the meeting the next day, and if it was all right with them, we would

go on; Mr. Keenan and Mr. Sorrell and the rest of them accepted.

That was about 5:30 in the afternoon. Unfortunately, Mr. Sorrell that evening went back to his office and called the papers and told them that the IA had broken off any agreement, any arbitration proceedings, on the phoney excuse of bombings.

The next morning—the way I know this will now come out—the next morning, on November 13, we had this meeting. Mr. Keenan opened the meeting by asking Mr. Sorrell how this had gotten out, this question of the IA dropping out of the meetings.

Mr. Sorrell was reminded that at Mr. Keenan's request originally all parties to the peace negotiations had agreed to make no press statements and he was asked why he made the statement to the press.

He said he understood that the negotiations were off and he felt he was free to go to the press at the end of the meeting in my office the night before.

We reminded him of the fact I had reentered the meeting and that the next morning meeting was on and the IA would meet.

He said he didn't understand that. He used strong language.

This was refuted by Mr. Keenan and every other CSU representative. He said, "You remember Mr. Dales came back and we agreed to this meeting." The teamsters were fairly hot and Mr. Sorrell left the meeting.

Mr. Tyndall, of the IBEW, suggested that Mr. Keenan make one more attempt to bring the IA and carpenters into agreement by a possible proposal that arbitration machinery and the acceptance of this December directive be not for 1 year, but maybe 5 years, which would be a compromise between the recently developed positions of the CSU it would take it for 1 year and the IATSE position being it should be final and binding as per its terms. That meeting adjourned.

On Friday, November 15, Mr. Keenan met with a small group of international representatives of the unions involved in our board room and I was present.

He stated in his opinion it was impossible to work out any agreement which did not include international unions as the basic parties. He said that further, after his 10 days or so here, he was convinced that such agreement could not be worked out in Hollywood, due to the height of personal feelings between the parties involved.

All parties present, including Mr. Cambiano, of the carpenters, agreed to this. And it was suggested that Mr. Keenan go back East and attempt to get hold of the international heads of the various unions there and that perhaps having set up such a meeting each international union could call people from here as advisers, if it chose.

Well, that really completed those meetings. Mr. Keenan left the next day. We kept in touch with him. I kept in fairly constant touch with him. He reported from time to time he was having meetings with various international representatives. Apparently the meetings developed to nothing and Mr. Keenan eventually had to go back to Germany for a 3-months' stay.

There are three other meetings that would complete my part in this. I don't remember the dates. After Keenan had gone back—I should explain constantly day by day every day we were being visited in the Screen Actors Guild offices by people on both sides of the strike. We had set decorators, set designers, carpenters, painters, all kinds of people coming in and knocking the thing around, talking about it.

Particularly steady in his visits was a set decorator by the name of Victor Gangelian and occasionally a Mr. Hughie Hunt and one or two others, a Mr. McAlpern, I believe. They were very loyal to the CSU and to the set decorators or designers, but they were also very anxious to get this thing settled. We discussed numerous possibilities, as to what could be done. One time they asked if I could get a meeting for Mr. Sorrell with Mr. Montgomery, Robert Montgomery, Ronald Reagan and, I believe, Gene Kelly and myself. This was—I don't have any way of fixing the date here. It was perhaps 2 months, 3 months after Mr. Keenan had left Hollywood.

I arranged such a meeting in my office, and Mr. Sorrell and others came, Mr. Tyndall, three set decorators whose names I mentioned were there, and our people were there.

And Mr. Sorrell said that the strike—that the controversy was getting absolutely no place, and that he would be willing to make a settlement on the basis of the December directive, and that if the carpenters didn't go along with it—he wanted to give them an opportunity once more to go along with it—if they didn't go along with it, that he would be willing to settle it without them.

I said, we said—by this time we were pretty tired of being intermediaries, because all we got were punches in the nose. We made no progress.

We said, "Well, we have gone all over that. What do you want us to do?"

He said, "You submit that offer to Mr. Walsh."

We said, "Yes, we will."

So Mr. Sorrell and his group left and we immediately called Mr. Walsh and Mr. Brewer and asked them if they would come over. They did come over, and we said that Mr. Sorrell and others had been to see us and they had made this proposal, which we transmitted in the exact words.

Mr. Walsh said, "My position you know very well." This is approximately what he said: "I will meet with Mr. Hutcheson. I will meet with Mr. Lindelhof. I will meet with them at their convenience. All they have to do is name the time and place. I will go there. I am not meeting with Mr. Sorrell again."

We said, "Thank you." And I called Mr. Gangelian, who had set up this meeting, and reported exactly to him. I don't recall whether I called Herb Sorrell and told him that or not.

Anyway, Gangelian was the person who apparently had set it up, and I reported the failure of that attempt to him.

Some time later, Mr. Gangelian called me one morning very excited, and he said, "Jack, I got the thing settled. The carpenters will now accept the December directive completely."

And I said, "Vic, you are nuts. I have been through this too many times."

And he said, "No; I have just talked to Jimmy Skelton. They will accept it completely."

So I, kiddingly said, "Vic, I am going to put a \$10 bill on the edge of the desk, and you bring them up. When they say that to me, you pick up the \$10 bill."

He said, "I will bring them up tonight."

At noon he called; he called me and said, "I have just talked to Mr. Cambiano, who is in town, and he has reaffirmed what I told you this morning. The matter is set. You are going to have to call a special board meeting."

I said we would be delighted. That afternoon, about 5:30, Mr. Skelton and Mr. Cambiano arrived, together with Mr. Vic Gangelian, Mr. Hughey Hunt, and I believe Mr. McAlpern. I am not sure about the latter.

I said to Joe Cambiano and Jimmy Skelton, "Boys, Mr. Gangelian has told me we are in for something new, that you are going to accept the directive."

And Jimmy Skelton looked at me and said, "You must be crazy."

I turned to Vic, and I said, "See." I picked up the bill and put it in my pocket.

Vic said, "This can't be. I just talked to you fellows."

It developed the same misunderstanding had arisen, I think in good faith on the part of both, that had arisen before; they were willing—Mr. Cambiano and Mr. Skelton—to accept the December directive for 1 year and not as final and binding, just as a basis of arbitration machinery for 1 year. They were not willing to accept it as the settlement of the jurisdictional dispute.

I had met with Mr. Cambiano before and I had had many, many visits, now, from Mr. Gangelian and his fellows. So I thought that they should realize how deep-seated this dispute was, and it wasn't something that could be settled by a mere whim.

And anticipating the reaction, I said to Mr. Cambiano, "Joe, supposing this were a motion picture set," pointing to a chair, a wood chair in my office, I said, "what would that be, carpenter work or prop?"

He walked over to it and repeated the thing he had previously done in our office, patted it and said, "It is made of wood, isn't it. It is carpentry work."

Mr. Gangelian and Mr. Hunt were astonished. Mr. Cambiano and Mr. Skelton left after some pleasantries.

The set decorators said, "We wouldn't have believed it. We wouldn't believe that this demand was being made. What is the end of all this?"

I said, "I don't know."

Well, roughly, I think, that is a very brief summary of what we called the Keenan try and a few meetings subsequent thereto.

Do you have any questions, Mr. McCann?

Mr. McCANN. No questions.

Mr. KEARNS. How long ago was that, now?

Mr. DALES. Well, it was by no means all the activities in which we engaged. Let's see—you see, during the Keenan meetings we had regular meetings. I kept dates. Those ended about November 13 or 14.

By constant talks with the set decorators, it went on for months, literally months, and during those times we had these two particular meetings that I spoke of, with Mr. Sorrell and Walsh and with Mr. Cambinao and the set decorators. I would say that was in February or March.

Mr. McCANN. Mr. Chairman, there is one thing I would like to have the record note, that before we complete our investigation I am

very desirous of having Mr. Dullzell, the president of your organization, testify before us, and also Mr. Robert Montgomery?

Mr. KEARNS. We can take them in the East, can't we?

Mr. McCANN. I think we can.

Mr. DALES. May I say, Mr. McCann, you having indicated that to me, I have arranged for Mr. Dullzell, who is not permitted to fly, to meet you at any time. Mr. Montgomery is presently in the East. I will get hold of his office immediately and give you the date, as to when and where, what his plans are, so we can coordinate.

Mr. McCANN. We would like to have some knowledge of his itinerary and when it would be convenient—

Mr. DALES. Yes.

Mr. McCANN. We want a little rest ourselves, when we get through here.

Mr. DALES. Yes, I realize that.

Mr. KEARNS. Do you feel, after these long months of negotiations, that after dealing with these responsible parties and having things almost settled, and having to break down, that it takes on the aspect of permanency now, at this time?

Mr. DALES. No, sir. This is purely off the cuff. Anybody thinks anything, I guess. I honestly believe, sir, that this isn't a game and a few people can't settle it here. I believe it is strictly a matter which is going to require the studied attention of the international presidents of the unions involved. Nobody else can make it stick, or nobody—even if they could, which I don't think is possible—let's face it: After these many months, years of strife, the parties don't trust each other. They would make a deal across the table, thinking the other had their tongue in their cheek. I think the feeling has gotten so bad it definitely requires the international presidents of the unions involved. I think they could settle it if they were of a mind to.

Mr. KEARNS. From the actors' standpoint, then, you are willing to go on record definitely as saying that it impairs the production of pictures?

Mr. DALES. Oh, surely.

Mr. KEARNS. All right.

Mr. DALES. I would like to also go on record, from the actors' standpoint, as we previously have gone on record, whatever kind of machinery, be it local or international, be it what not, that is set up, we will go along with it. We will go along with any machinery that is set up. On the other hand, it is our considered opinion that this thing should be settled on the top international level.

Mr. KEARNS. Everybody goes along, but nothing happens.

Mr. DALES. I wouldn't want to be impertinent, but I would like to say, "You are telling me."

Mr. McCANN. Mr. Chairman, I would at this time like to call a witness from the stationary engineers. I have forgotten his name. We promised to hear one witness from that organization.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. WILSON. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF LESTER WILSON, INDUSTRIAL RELATIONS REPRESENTATIVE, INTERNATIONAL UNION OF OPERATING ENGINEERS, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. WILSON. Lester Wilson, 536 South Maple, Los Angeles.

Mr. McCANN. Give your telephone number for the record.

Mr. WILSON. Mutual 4356.

Mr. McCANN. What position, if any, do you occupy with your union?

Mr. WILSON. Labor-relations representative.

Mr. McCANN. And would you give the technical name of your union for the record?

Mr. WILSON. International Union of Operating Engineers.

Mr. McCANN. What is your membership, sir?

Mr. WILSON. The membership of the international or locally?

Mr. McCANN. Of your international.

Mr. WILSON. It is around 90,000.

Mr. McCANN. How many of your union members were employed in Hollywood prior to the September 23 incident?

Mr. WILSON. That would be a matter of speculation. This is the first time that a representative of the operating engineers has been able to represent their people, to get anybody to listen to them. We have never been able to even be allowed to see our people in the studios or to contact our people in the studios, except through subterfuge. I would have to get a pass on the pretext of going to see a motion picture made or something of that type before I could even meet with our people.

Mr. McCANN. Didn't your people in the studios have a basic contract?

Mr. WILSON. Never, no.

Mr. McCANN. Did they have any contract at all, did your union, international union, have any contract at all with the studios?

Mr. WILSON. None.

Mr. McCANN. Didn't your men have any contract as a local with the studios?

Mr. WILSON. None.

Mr. McCANN. So far as your organization is concerned, it has been completely unorganized with respect to the studios?

Mr. WILSON. Our people have been forced to join as many as three and four organizations to hold their jobs out there.

Mr. McCANN. We are very much interested in that, sir. I am going to cut you loose and let you tell your own story. You have 40 minutes to do it.

Mr. KEARNS. You say you had to join three or four different unions?

Mr. WILSON. Our people have been forced to affiliate with as high as four organizations, in order to perpetuate their work in the motion-picture studios.

Mr. KEARNS. You mean in order to have a job?

Mr. WILSON. That is right.

Mr. KEARNS. That is what I want to get.

Mr. WILSON. In order to hold their jobs.

I would like to read for the record the jurisdiction of our international, recognized by the American Federation of Labor.

Mr. McCANN. Proceed, sir. The time is yours.

Mr. WILSON. This is the jurisdiction of the International Union of Operating Engineers, Stationary Branch.

Stationary engineers' craft jurisdiction.—All persons engaged in supervising, controlling, operating, or assisting in operating all boilers (irrespective of pressure), engines, turbines, motors, internal-combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air-conditioning units and plants, fans, siphons, bridges (including turntable, jackknife, and span-lift type), also automatic and power-oiling pumps and any and all automatic and power-driven machines and engines (including all appurtenances) used on mechanically-operated steam boilers and in the handling, preparing, and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of the motive power), and any and all operating repairs necessary for proper and continuous operation of all plants, machinery, and engines; the supervision of all mechanical operation and any and all appurtenances connected with and used in power-plant operation in all commercial and industrial activity, including railroads, utilities, hydroelectric and municipal-power plants, and any and all power-driven engines or units connected with and operating water, filtration and chlorine plants, garbage and sewage-disposal plants, breweries, distilleries, canneries, reduction plants, legitimate and motion-picture theaters, ice and cold storage plants, coal yards, dairies, creameries, and other dairy products plants, office and municipal buildings, schools, hotels, apartment hotels and apartment houses, hospitals, department stores, laundries, metal and other junk yards and junk segregating plants, oil drilling, refining and producing plants (including control of pressure and temperature of gases, liquids, and otherwise), and pipeline pumping and boosting stations; the operation of valves, gates, locks, and all machinery on dams or spillways; and bakeries, paper and pulp mills, newsprint plants, shipbuilding and ship repair yards, and any and all other industrial and manufacturing plants operating machines and engines and other appurtenances (irrespective of motive power).

Mr. KEARNS. May I ask you, did the A. F. of L. award all that to you?

Mr. WILSON. That is right. We have the jurisdiction granted us as is printed there by the American Federation of Labor, and our other rights.

I would like to introduce as evidence here the efforts that we have gone through to try and get our organization recognized as one of the unions involved in the motion-picture industry, and I would like to submit this brief that has been placed in the hands of the American Federation of Labor, President William Green, the executive council of the American Federation of Labor, and other things that have been done by our organization to try to be recognized by the employers in the motion-picture industry, so that our people would not be forced to affiliate themselves and pay dues and permits to two and three other organizations to work.

We have communications here where the crafts in this present jurisdictional dispute do recognize us, and I have the original letters to that effect, that we should represent these people, and they know that they are members of our organization.

I would like to read you one statement that was taken at a meeting by Mr. Roy Brewer. This is a statement by Mr. Brewer. This was before a meeting of approximately 300 of our members during the first motion-picture strike. It was the consensus of opinion of our people employed in the motion-picture industry that they wanted advice. They belonged to the electricians, they belonged to the IATSE, and in some cases belonged to the teamsters, and they also packed a card in our organization.

Mr. KEARNS. Did they always keep holding your card?

Mr. WILSON. That is right. They have our membership. They would be in violation of our constitution if they dropped their membership in our organization, doing that type of work, and if they should be laid off in the motion-picture industry, and that was during these jurisdictional disputes, when they came out of the motion-picture industry, we are the only people who are allowed to do that kind of work, so they had affiliated themselves with those other organizations to hold their jobs, so they asked us for advice. We called a meeting of the people who wanted to know and they wanted assurance as to who was going to protect them. We could not, because the studios would not recognize us as the representative of these people. The electrician, he asked us to keep our people out on the street, and the IATSE asked us to send our people in the studios, and this was at a meeting where our people wanted to know what to do, and Representative Brewer was at that meeting, and this is his statement:

I have no hesitancy to say this to you, that the IATSE is ready and willing to recognize the jurisdiction of the engineers and the jurisdiction of the International Union of Operating Engineers must be recognized within the motion-picture industry before the now controversial jurisdictional fight can be settled. The IATSE will protect you in any settlement that can be reached. I want to express my appreciation to the fullest extent of my ability for the statements that have been made by your international representative, Mr. Fitzgerald, in this meeting, as being fully in accord with the understanding of the IATSE, which organization I represent.

Mr. McCANN. Mr. Chairman, for the purpose of the record, to prevent us from having these things read into the record, may I suggest to him that if he will give the documents to the reporter, they can be marked as reference exhibits and we will have them for future study.

Mr. WILSON. This is the only article that I intended to read.

Mr. McCANN. That is fine.

Mr. WILSON. We have yet one more letter, though, from the carpenters, and then I have a letter from the CSU that I think would be very pertinent.

Mr. KEARNS. Read those two letters.

Mr. McCANN. Read those two, then, sir, and give the dates of the letters.

Mr. WILSON. I will. It would take me all afternoon to read these.

Mr. McCANN. To read the two letters?

Mr. WILSON. No, I mean all the information I have here.

Mr. McCANN. Well, we can't give you that time, sir, and we regret it.

Mr. WILSON. I do, too. I think that they would learn a lot about the motion-picture industry, not only that, but including the way that some of our people who are on the street now are being batted around through lack of the people involved coming to a settlement, and some of the things that the people that have been employed in the motion-picture industry have had to combat for quite a length of time before the strike.

This is a letter very recently, it is addressed to me May 16, 1947. This is from the district council of carpenters. It says:

Greetings:

Enclosed herewith are two letters from William Green president of the American Federation of Labor, which are self-explanatory. We are submitting these letters to interested parties in belief that since the clarification has been recognized by the executive council of the American Federation of Labor that those who were in doubt will now understand that the carpenters' position and the stand they take in Hollywood is justified and that our members who have been locked out for months due to the position they took in this matter should receive the support of your organization.

That is one craft that is asking us to support them to see that their people get back in the motion picture studios, but the same group, the CSU, but the carpenters were driving our people who continued to work in the studios and who were members of the IBEW as well as members of the teamsters, and IATSE. Then we asked about our people in the motion-picture industry, what is going to happen to them? We never got an answer to any of those questions that are asked, other than the IBEW told us that it would fight against any member of the International Union of Operating Engineers who had been affiliated with the IBEW and went in and worked behind the picket line.

Our people out there don't know from one day to the next what group will hold onto their jobs. They are men who have worked there 15 and 20 years, a lot of them. It just depends on which way they jump. If they go the right way with the faction that has the power, they go back in, maybe they will take care of them and maybe they won't. After the 1945 strike was settled, and they were taking in those who went in there, half of our people were thrown out of the studios, and some of them had worked there for years.

One more letter here on the appeals that we have made that doesn't happen to be in this brief. This is a letter to the Building Trades Council, May 12, 1947:

Mr. LLOYD MASHBURN,
*Secretary-Treasurer, Los Angeles Building and
Construction Trades Council,
Los Angeles, Calif.*

DEAR SIR AND BROTHER: For some 8½ years the International Union of Operating Engineers have endeavored to straighten out their difficulties within the motion-picture industry. We maintain that we have authority to represent the jurisdiction of the various boiler, refrigeration, and air-conditioning plants and their emergency maintenance of such equipment, as vested in us by our charter rights within the American Federation of Labor. I am requesting your good offices to intercede in behalf of the engineers' problems. I feel assured that any act on your part or your council will be of material value to us.

Now, I was questioned by the examiner as to our situation and the jurisdiction that we claim in the motion-picture industry. I would like, for clarification of the record here, to show just how far the International Union of Operating Engineers have gone in waiving jurisdiction so there can be no possible chance of fringe jurisdiction, or where one person could say, "Well, you are getting over into ours." I know that we have backed off and confined our claim of jurisdiction to strictly four things: The operation of boilers and steam plants, air-conditioning, heating, and refrigeration, and we said if we can settle for that that will cover the major portion of the people represented by the engineers who have been in the motion-picture industry for a great length of time, and we will just let the rest go and try to settle at a future date.

Mr. KEARNS. What groups keep you from doing that?

Mr. WILSON. How many are there at the motion-picture studios?

Mr. KEARNS. They tell me there are around 43.

Mr. WILSON. There is 42 then, because we are one. All the rest of them. We have letters from the IATSE that they will help us, letters from Green, letters from many people that they will assist us.

Mr. KEARNS. Who helps you?

Mr. WILSON. We are in hopes maybe you will.

Mr. KEARNS. Well, how many men would you have in a studio like Paramount?

Mr. WILSON. At Paramount I think that we have around 18.

Mr. KEARNS. That would be a large number?

Mr. WILSON. Oh, no, no. I think that we have around 18 dues-paying members, but in this brief that you will get you will see where I called upon—I never met Mr. Casey, but I called at his office to try to get permission to go through the studios. It was requested by William Green that we go through the studios and make a complete survey, and then we would be able to tell a fair and honest body how many people we do have in the motion-picture studios. But the gates are locked. So then I went to Mr. Pelton's office, that was when Mr. Pelton was here, and he said in verbal conversation, he said, "The only way that you will be allowed to go through the motion-picture industry and to make a survey as you have requested will be through authorization of President William Green."

So we immediately contacted President Green and a wire was sent to Mr. Pelton authorizing the survey that we asked for. I called upon Mr. Pelton and he said, "No; that can't be done." He says, "It will be settled here on a local basis. We are not going to deal with the general presidents."

So we informed Mr. Green of that and I made a trip to Washington last May. Mr. Walsh was present, Mr. Lindelof was present. Mr. Tracy was present, Mr. Pat Somerset there was present, Edward Arnold, Herb Sorrell, and William Green, along with our general secretary-treasurer. This meeting was to set up an arbitration procedure of some kind to settle this motion-picture beef, and if it had not been for the actors, it was not on Bill Green's part, but if it had not been for the actors we would have been thrown out of the meeting without even getting to say what we were there for. Edward Arnold and Pat Somerset agreed we could not take—we didn't have any power and we could not take anything away from them, we were not strong enough. So we sat there and listened to their deliberations and what they were doing to our people involved, and there were minutes taken of the meeting and they thought that we should be allowed copies of the minutes of the meeting, but we never got them. We have never received minutes of any of the meetings, and I think the screen actor won't say that they had received copies of the minutes of those procedures. I have never received any yet.

Mr. KEARNS. Do most of the men belong to the IATSE?

Mr. WILSON. I think that all of them do now. In a settlement we made with the IATSE they said they had to pack a card in the IATSE, and then at a later date there was a verbal agreement that our cards would be recognized, our membership cards would be recognized by the IATSE.

Mr. KEARNS. You don't pay any extra dues, then?

Mr. WILSON. Those who are not forced to pack an IATSE card, who had just been members of the electricians and engineers or teamsters, they don't have to pay additional dues to the IATSE, but those prior to that agreement did.

Mr. KEARNS. How much?

Mr. WILSON. That I couldn't tell you. I could get the information, because we have many of their books and their receipts and so forth and so on, but some of our people it has cost them as high as \$18 and \$20 a month to hold their jobs out there.

Mr. KEARNS. Do some of them belong to the Conference of Studio Unions, too?

Mr. WILSON. They belong to the electricians, the teamsters, the IATSE, and the engineers. I don't think the carpenters got in on them. But other than that, our people are forced to join three and four different unions to belong out there, and we have some of them that have worked in the studios for 20 years.

Mr. KEARNS. And that is really because you have never been recognized as a bargaining group.

Mr. WILSON. That is right. Well, we have been recognized by one faction and then that faction will lose power and the other faction will gain power, and then we are no longer recognized.

Mr. KEARNS. I see.

Mr. McCANN. I would like to ask if the same situation is true with respect to other unions of the American Federation of Labor in the Hollywood studios.

Mr. WILSON. Yes. I am glad you asked that. I have a communication here which would be very enlightening on it. This is from the Los Angeles Building and Construction Trades Council, Los Angeles. It is addressed to Mr. J. C. Fitzgerald, international representative, who is the international representative of our organization here:

DEAR SIR AND BROTHER: This will acknowledge receipt of your communication dated May 12 regarding your request for the assistance to obtain and retain jurisdiction of your international union in the production in the operation division of the various studios. I think you will recall that this council has never been a member of the six basic trades set up in the studios, that this has been generally under international supervision, and those general presidents of those international unions who are in the six basic trades in the studios, which I understand does not include the International Union of Operating Engineers, and for that reason I recognize that the jurisdiction outlined in your communication is the jurisdiction of the engineers' union, but in view of the fact that this council or the Engineers International Union has not been a member of that set-up, I am unable to assist your local union. A like condition applies to my own local and international union, lathers, reinforced iron workers, tile setters, and other local unions are also unable to obtain recognition of that jurisdiction, on account of the fact that the producers recognize the work within the studios as including the six basic trades and the IATSE. The only regard in which I can assist you is on the construction work. I am sorry that it is necessary to tell one of our affiliated international local unions that we are unable to assist, but I believe you will understand that under the present circumstances there is nothing that I can assist you in having done that will benefit you.

Very fraternally yours,

LLOYD A. MASHBURN,
Secretary-Treasurer.

I will say that some of those crafts are not as bad off as some of ours. They will let those people go in there and work on a permit, or

just kind of let them run around in there, but they won't let them ever get these people recognized through the motion picture studios.

Mr. McCANN. Have you any examples that you could furnish for the record of individual men who have been in your union for 20 years and have been forced to carry an IBEW card or an IATSE card and any other cards that may exist out there?

Mr. WILSON. Yes.

Mr. McCANN. Could you furnish that to us as an exhibit? I would like to have three or four definite cases, so that we can show the Congress the unreasonableness of the situation where a man wants to work and is required to join everything in the world in order to get a job.

Mr. WILSON. I would like to have you show it to Bill Green, too.

Mr. McCANN. We would like to have some illustrations of that for the record, if you will furnish them to us.

Mr. WILSON. I think I can furnish you with quite a few of them.

Mr. KEARNS. Any further questions?

Mr. WILSON. There are still about 75 men employed in the studios in the air-conditioning department, who have been placed in the jurisdiction of the IBEW by the agreement reached between the IBEW and the IATSE, when the IBEW returned to work. These men are members of the engineers and are subject to losing their jobs now.

Mr. McCANN. Just a minute, sir. Here is a question. Has your organization ever filed a representation proceeding with the NLRB with respect to any group or groups of employees in the studios?

Mr. WILSON. Yes, the NLRB refused to grant us an election, and they always have, on the basis it is two crafts affiliated with the American Federation of Labor.

Mr. McCANN. That question was by Mr. Price, please note.

Mr. KEARNS. Yes.

Mr. McCANN. Mr. Chairman, could we adjourn until 2 o'clock?

Mr. KEARNS. No objection.

(Whereupon, at 11:43 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will come to order, please.

Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth and nothing but the truth, so help you God?

Mr. RYAN. Yes.

TESTIMONY OF CHARLES M. RYAN, SENIOR ATTORNEY, NATIONAL LABOR RELATIONS BOARD, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name, sir?

Mr. RYAN. Charles M. Ryan.

Mr. McCANN. Your residence?

Mr. RYAN. 181 South Primrose Avenue, Temple City, Calif.

Mr. McCANN. Your office telephone number?

Mr. RYAN. Trinity 5071.

Mr. McCANN. The position that you occupy with the National Labor Relations Board?

Mr. RYAN. Senior attorney, National Labor Relations Board.

Mr. McCANN. How long have you held that position?

Mr. RYAN. About 10 years and a half. Well, pardon me. I have been with them 10½ years. I haven't been senior attorney all that time. About 5 years as senior attorney.

Mr. McCANN. What position do you hold with them in Los Angeles?

Mr. RYAN. Senior attorney.

Mr. McCANN. Does that mean you are the chief legal advisor of the Board in this city?

Mr. RYAN. No; it does not. The regional attorney is the head of the legal division. I am the next in order.

Mr. McCANN. Now, I requested you to secure certain records, including petitions for certification, applications, and so forth, from about 1944 to the present time, and to furnish us with copies of any decisions by the Board or any findings and conclusions by trial examiners. Have you done so, sir?

Mr. RYAN. Yes; I have, Mr. McCann.

Mr. McCANN. Now, would you, in your own way, describe the documents which you have produced?

Mr. RYAN. I have divided these documents into four categories, the C cases, which are the unfair labor practice cases and which I shall refer to as C cases, if that is agreeable to do so.

Mr. McCANN. That is fine.

Mr. RYAN. I have divided them into pending C cases and closed C cases. And representation cases, which have to do with the filing of petitions for certification of bargaining representatives, I will refer to as R cases. I have divided them into pending R cases and closed R cases. Along with the R cases are a few RE cases, which are employer cases, filed by employers as distinguished from the petitions filed by unions.

I will now proceed to identify these documents, beginning with the pending C cases. The first case is 21-C-2505 and 2562, 2563 and 2564, 2660, 62 and 64 and 65, a series of C cases filed by individual persons alleging 8 (1) and (3) violations of the act.

Mr. McCANN. By that you mean violations of the National Labor Relations Act which are included in section 8?

Mr. RYAN. (1) and (3), pertaining to discrimination against employees with respect to discharging men for union activity. The charges contain such allegations. These charges were filed beginning April 6, 1945, and within a few days all of these charges were filed within that period.

The disposition of those charges is as follows: A complaint was issued on July 14, 1946, consolidating these cases for hearing. The complaint was amended on September 3, 1946. The hearing was held and the trial examiner's report issued on March 20, 1947. The case is now pending before the Board for its decision following the issuance of the trial examiner's decision.

Mr. McCANN. Can you tell us the date when the charges were filed?

Mr. RYAN. Yes. The charges were filed April 6, 1945. They were not all filed on the same day. They are individual cases filed by individual employees.

Mr. McCANN. In other words, those relate then to what is known as the 1945 strike?

Mr. RYAN. Yes. I have that series of documents here, Mr. McCann.

Mr. McCANN. Mr. Chairman, I ask that this series of documents be received in evidence as a reference exhibit.

Mr. KEARNS. No objection.

(The documents referred to will be found in the files of the committee.)

Mr. RYAN. I might say, Mr. McCann, that with respect to each of these cases, the series of cases that I have identified, that I have all of the papers tacked together pertaining to one series, so that when I hand them to you will have all of the series.

The next case is No. 21-C-2735, against the Association of Motion Picture Producers and its members filed by the International Association of Machinists on April 12, 1946.

The charges were amended on June 26, 1946, and again on July 18, 1946, and again on September 25, 1946. The machinists allege that the Association of Motion Picture Producers and its members violated sections 8 (1), (3), and (5) of the National Labor Relations Act. A complaint was issued in that case by the Board on September 26, 1946, the trial examiner's report after hearing was issued on April 30, 1947. It was transferred to the Board for its decision on May 7, 1947, and the Board has not yet issued its decision in that case.

Mr. McCANN. Mr. Chairman, I move that these be received in evidence as a reference exhibit.

Mr. KEARNS. No objections.

(The documents referred to will be found in the files of the committee.)

Mr. RYAN. The next case on which I have some papers is cases Nos. 21-C-2802 to 2811. There is a series of nine cases. They are against Columbia Pictures and the other major producers, I don't name them all, but the papers disclose who the others are. These charges were filed by local 644 of the International Brotherhood of Painters, Decorators and Paper Hangers of the A. F. of L. on June 19, 1946. They allege that the major producers violated the National Labor Relations Act within the meaning of section 8, subsections (1) and (3). The status of that case is that it is still under investigations in the informal stages in our office.

Mr. McCANN. What time were those papers filed?

Mr. RYAN. Those charges were filed April 12, 1946.

Mr. McCANN. Well, they obviously dealt with an earlier strike than that date.

Mr. RYAN. Yes. They dealt principally with some dischagees, a series of dischagees. All I have with respect to that case is a charge.

I might say that an identical charge was filed in that series of cases against each producer, rather than bringing the charge for each of the cases along I brought one, which is identical to all of the others, except, of course, that the name of the company would be different in each of them.

Mr. McCANN. You indicate in your report, do you, how many companies they were brought against?

Mr. RYAN. Yes. They were brought against nine of the major producers.

Mr. McCANN. I move that this be received in evidence as a reference exhibit.

Mr. KEARNS. No objection.

(The charge referred to will be found in the files of the committee.)

Mr. RYAN. The next case is 21-C-3092 filed against Metro-Goldwyn-Mayer Studios, Loew's Inc., and the other major producers and the Association of Motion Picture Producers.

The charges were filed by the studio carpenters, local 946, of the United Brotherhood of Carpenters, AFL, alleging violation of the act within the meaning of section 8 (1).

It was filed on July 7, 1947, and it is still under investigation. The charge is brief and since I haven't been able to give a very clear definition probably of what the case is about, I can read the charge for you.

Mr. McCANN. I would like to hear it, sir.

Mr. RYAN. They allege that—

said employers have compelled members of the undersigned labor organization who have sought employment or reinstatement to former employment, or who have returned to work at the request of the employer, to become members of and/or to obtain working permits from another labor organization, to wit, the International Alliance of Theatrical Stage Employees and Motion Picture Machine Operators of the United States and Canada.

That is the allegation contained in the charge, in this case which is 21-C-3092.

Mr. McCANN. Do you have any C cases growing out of the 1946 strike that charge unfair practices in regard to a lock-out?

Mr. RYAN. Well, I have a considerable number of cases here, Mr. McCann, which I haven't—

Mr. McCANN. You haven't reached them yet.

Mr. RYAN. I haven't gone into yet—

Mr. McCANN. I am sorry. Excuse me.

Mr. RYAN. That deal with that. With respect to this case 21-C-3092, I have just described, do you wish to have that paper?

Mr. McCANN. Yes. We will receive it in evidence as a reference exhibit.

(The charge referred to will be found in the files of the committee.)

Mr. RYAN. The next case is 21-C-3093, Metro-Goldwyn-Mayer Studios, Loew's, Inc., et al., and the major producers and the Association of Motion Picture Producers, as filed by Motion Picture Painters, Local 644, of the Brotherhood of Painters, Decorators and Paper Hangers of America, AFL, alleging violation of the act within the meaning of section 8 (1). The charges were filed on July 17, 1947. That case is now under investigation in the office and no formal action has been taken with respect to it.

All that the record contains, that I have brought to you on that, is the charge, because there are no other formal papers as yet on it.

Mr. McCANN. It will be received for reference purposes, with the chairman's consent.

(The charge referred to will be found in the files of the committee.)

Mr. RYAN. The next case is 21-C-3094, filed against Metro-Goldwyn-Mayer Studios, Lowe's Inc., and other major producers, and the Association of Motion Picture Producers. It was filed by the Screen Set Designers, Decorators and Paper Hangers, Local 1421, alleging 8 (1) violations of the act. It was filed on July 17, 1947, and its status is it is still under investigation, informal investigation. There are no formal papers in that case, except the charge.

Mr. McCANN. It may be received for reference purposes, Mr. Chairman.

Mr. KEARNS. No objection.

(The charge referred to will be found in the files of the committee.)

Mr. RYAN. That concludes all the pending C cases I have.

I will now take up the closed cases. The first closed case is 21-C-2377, filed against Universal Pictures, Inc., by Studio Utility Employees, Local 724, of the American Federation of Labor. It was filed on January 31, 1944, and alleges 8 (1) and (2) violations of the act. The disposition of that was that it was withdrawn. It was withdrawn February 17, 1944.

Now, that type of case, Mr. McCann, I didn't know whether or not to include it because it had no formal action taken on it at any time, and it was withdrawn without any formal action. I wasn't sure, but I thought I had better put it in.

Mr. McCANN. It is all right. Instead of asking that each separate paper be received as a reference exhibit, I will let it go until you finish with that group of papers.

Mr. RYAN. The next case is 21-C-2416, a charge filed against Lowe's, Inc., by the Building Service Employees International Union, Local 193, AFL, on July 5, 1944, amended July 14, 1944 and again amended on March 8, 1945, alleging (1), (2) and (3) violations of the act.

It was dismissed for lack of merit on July 14, 1947.

The next is a series of cases, 21-C-2483 through 21-C-2492. They follow chronologically. The charges were filed against Universal Pictures Co., Inc., and certain other major and independent producers who are named in the charges. It was filed by the Screen Players Union on February 8, 1945, and alleges 8 (1) and (3) violations of the act. It was withdrawn on June 4, 1945.

The next case is 21-C-2508, a charge filed against Twentieth Century-Fox Film Corp., filed by an individual employee on April 26, 1945, and alleged 8 (1) and (3) violations of the act. It was withdrawn by the individual on April 16, 1946.

The next case is 21-C-2510, a charge against Paramount Pictures Corp., by an individual named Robert Magginetti on May 7, 1945, alleging 8 (1) and (3) violations of the act. It was dismissed for lack of merit on May 31, 1946.

The next is a series of cases 21-C-2521 through 21-C-2529, filed against Columbia Pictures Corp. and eight other major producers, who are named in the charges. It was filed by the Screen Set Designers, Local 1421, of the Painters Union on May 28, 1945, and amended on October 4, 1945, alleging 8 (1) and (3) violations of the act. It was withdrawn on April 15, 1946, with no formal action having been taken.

The next series of cases begins with 21-C-2533 through 21-C-2542, against Columbia Pictures Corp. and nine major producers and one independent producer, filed by the International Association of Machinists, Lodge 1185, on June 5, 1945, alleging 8 (1) and (3) violations of the act. It was withdrawn on April 15, 1946.

The next series of cases begins with 21-C-2546 through 21-C-2554, against Columbia Picture Corp. and eight other major producers, filed by the Painters Local 644 on June 15, 1945, alleging 8 (1) and (3) violations of the act. It was disposed of by withdrawal on April 15,

1946. I understand that the people allegedly discharged in violation of the act in those cases were reinstated by the companies. However, it was purely an informal action, and the papers are only made up of the charges.

The next case is 21-C-2565, charge filed against Paramount Pictures, Inc., by the Technical Engineers, Architects, and Draftsmen Union, AFL, filed on July 17, 1945, alleging 8 (1) and (3) violations of the act, and the disposition, a complaint issued by the Board on November 29, 1945, after hearing a trial examiner's report issued on April 17, 1946, and the Board's decision and order issued on August 5, 1946, dismissing the case for lack of merit. In that series of papers are the trial examiner's report and the Board's decision.

The next case is 21-C-2568, against Columbia Pictures and five other major producers, filed by the Screen Office Employees Guild, Local 1391, of the Brotherhood of Painters, Decorators, and Paper Hangers of America, filed on July 24, 1945, alleging 8 (1) violations of the act. The charges were withdrawn by the union on April 12, 1946.

The next is a series of cases beginning with 21-C-2573 through 21-C-2580, charges filed against Columbia Pictures Corp. and seven other major producers who are named in the charges. The charges were filed by the Screen Story Analysts Guild, Local 1488, on August 13, 1945, alleging 8 (1) and (3) violations of the act. The charges were withdrawn on March 5, 1946, and the file indicates that they returned to work after the strike settlement was reached in the first strike.

The next case is 21-C-2584, charge filed against Loew's, Inc., Metro-Goldwyn-Mayer Studios, by Building Service Employees International Union Local 278 on August 23, 1945, alleging 8 (1) and (2) violations of the act. The charges were withdrawn on December 12, 1945.

The next case is 21-C-2607, charges filed against Twentieth Century-Fox Film Corp. by the Screen Office Employees Guild, filed on September 25, 1945, amended on September 27, 1945, alleging 8 (1) and (2) and (5) violations of the act. The disposition of that case was that it was withdrawn on April 19, 1946.

The next case is 21-C-2637, filed against Columbia Pictures Corp. by the Screen Office Employees Guild on October 29, 1945. It was amended on February 18, 1946, and again amended on March 5, 1946, alleging 8 (1) (2) (3) and (5) violations of the act. The charges were withdrawn on April 12, 1946.

The next case is 21-C-2638, charges filed against Republic Productions, Inc., by the Screen Office Employees Guild on October 29, 1945, amended on February 25, 1946, and again amended on March 5, 1946, alleging 8 (1) (2) (3) and (5) violations of the act. It was withdrawn for lack of merit.

The next case is 21-C-2653, charges filed against Twentieth Century-Fox Film Corp. by the Twentieth Century-Fox Independent Office Employees Guild on November 29, 1945, alleging 8 (1) and (5) violations of the act. The charges were withdrawn on April 22, 1946.

The next case is 21-C-2698, charges filed against Columbia Pictures Corp. by the Carpenters Union, Local 946, AFL, on February 12, 1946, alleging 8 (1) and (3) violations of the act. It was withdrawn on

October 21, 1946, by the union, and it appears from a note in the files that all of the discharges in that case were reinstated by the company.

The next case is 21-C-2711, charges filed against Samuel Goldwyn, Inc., by the Screen Office Employees Guild on March 7, 1946, alleging 8 (1), (2), (3) and (5) violations of the act. The charges were withdrawn on April 12, 1946.

The next case is 21-C-2741, charges filed against Twentieth Century-Fox Film Corp by the Screen Set Designers, Illustrators, Model Builders and Decorators, Local 1421, AFL, on April 18, 1946, alleging 8 (1) and (3) violations of the act. The case was dismissed for lack of merit on May 6, 1947.

The next is a series of cases beginning with 21-C-2904 through 21-C-2911, charges filed against Columbia Pictures and other major producers who are named in the charges. The charges were filed by the IATSE on October 7, 1946, and alleged 8 (1) and (3) violations of the act. The charges were dismissed for lack of merit on June 30, 1947.

That completes the closed C cases, Mr. McCann.

Mr. McCANN. Mr. Chairman, I move that all of those be received as reference exhibits.

Mr. KEARNS. So ordered.

(The documents referred to will be found in the files of the committee.)

Mr. McCANN. Mr. Ryan, may I ask, are these copies of your records so that we won't have to return them?

Mr. RYAN. Yes; they are copies that I extracted from the file pursuant to your request.

Mr. McCANN. I wanted to ascertain that we do not have to return those to you, sir.

Mr. RYAN. No; we have sufficient copies of all of these.

Mr. McCANN. Proceed, sir.

Mr. RYAN. What I will identify now are records pertaining to R and RE cases, which is representation cases filed by unions and representation cases filed by employers. The first one is a petition filed in 21-R-3917, involving Columbia Pictures Corp. and nine other major producers. It was filed by the Animal Trainers and Handlers Union, No. 24096, of the American Federation of Labor, on March 31, 1947. The IATSE has intervened in that case, indicating that it has an interest in the subject matter. The unit is comprised of animal trainers and handlers. The case is now under investigation.

The next representation case is 21-R-3997, a petition filed by the IATSE involving Columbia Pictures Corp. and nine other major producers, filed on May 21, 1947, claiming a machinists' unit, a unit of machinist employees. That is now under investigation.

The next case is 21-R-4006. The petitioner in that case is the IATSE. The companies are Columbia Pictures Corp. and nine other major producers. The petition was filed on May 21, 1947, and is a request for certification for a unit of employees comprised of all set decorators. The petitioner, as I said, is the IATSE. The status of that case is that it is now under investigation in the office.

The next case is 21-R-4087. The petitioner is the IATSE. The companies are Columbia Pictures Corp. and nine other major producers and two independent producers. The petition was filed on

August 25, 1947. The IATSE is contending for a unit of employees comprised of painters, sign writers, screen artists, scenic artists. That case is now under investigation in our office.

The next case is 21-R-4083. The petitioner is the IATSE; the companies are Columbia Pictures Corp. and nine other major producers and two independent producers. The IATSE is seeking a unit comprised of carpenters, millwrights, woodworking machinemen. That case is now under investigation in our office.

The next case is RE petition filed by Columbia Pictures Corp.; Hal Roach Studios, Inc.; Loew's, Inc.; Paramount Pictures, Inc.; RKO Radio Pictures, Inc.; Republic Productions, Inc.; Samuel Goldwyn, doing business as Samuel Goldwyn Studios; Twentieth Century-Fox Film Corp.; Universal Pictures Co., Inc.; and Warner Bros. Pictures, Inc., a petition filed by those companies alleging that conflicting claims have been presented to them by the International Association of Machinists, Cinema Lodge 1185, and International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local 789, affiliated with the A. F. of L., and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, Local 399, affiliated with the A. F. of L. The producers filed that petition with the intent that the Board would determine which of these unions, if any, should bargain for the employees involved. In that we have the machinists' union involved. That case is now under investigation. That completes the pending R and RE cases.

Mr. McCANN. Mr. Chairman, I move that they be received as reference exhibits.

Mr. KEARNS. So ordered.

(The documents referred to will be found in the files of the committee.)

Mr. RYAN. This is the last group of records that I have, and they involved closed representation cases.

The first one is 21-R-2187, a petition—

Mr. McCANN. May I suggest something, sir?

Mr. RYAN. Yes, sir.

Mr. McCANN. They are closed representation cases?

Mr. RYAN. That is right.

Mr. McCANN. Then if you will be kind enough to read the numbers for the record without reading the titles, we will have the numbers in the record and we will receive the documents as reference exhibits.

Mr. RYAN. All right. The first one is 21-R-2187; the second one 21-R-2252; the next is a series of cases, 21-R-2263, 2264, 21-R-2266 through 2273. The next one is 21-R-2309; the next 21-R-2464; the next 21-R-2517; and the next is the petition filed by the employers, 21-RE-20.

The next is a series of cases, 21-R-2622 through 21-R-2630.

The next again is another series of cases, 21-R-2783 through 21-R-2800.

The next is an individual case, 21-R-3012.

The next is a series of cases, 21-R-3026 through 21-R-3034.

The next is an individual case, 21-R-3071.

The next is a series of cases, 21-R-3137 through 21-R-3145.

The next is an individual case, 21-R-3178. The next is an individual case, 21-R-3364.

The next is an employer petition, a petition case, 21-RE-27.

The next is an individual case, 21-R-3205. The next, 21-R-3206.

The next is a series of cases, beginning with 21-R-3308, through 21-R-3326.

The next is an individual case, 21-R-3337. The next is 21-R-3588. The next is 21-R-3693.

I may say, when I speak of individual cases, I mean that there was an individual petition filed, but I don't mean that the petition was filed only against one company. In some cases there were a series of companies, but only one petition.

Mr. McCANN. Mr. Chairman, I move that all of these petitions be received as a reference exhibit.

Mr. KEARNS. So ordered.

(The documents referred to will be found in the files of the committee.)

Mr. McCANN. May we have a recess for 5 minutes?

Mr. KEARNS. So ordered.

(Short recess taken.)

Mr. KEARNS. The hearing will please come to order.

Mr. McCANN. Mr. Chairman, I wanted to save time by calling some of the make-up artists whom we promised to hear tomorrow. I think we can get some of that testimony and perhaps use part of tomorrow with the producers' committee.

I will ask the first witness to please come forward.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. DUPUIS. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF ARTHUR DUPUIS, MAKE-UP ARTIST, LOS ANGELES, CALIF.

Mr. McCANN. Please state your name and your address.

Mr. DUPUIS. Arthur Dupuis, 5322 Lemon Grove Avenue, Hollywood 38.

Mr. McCANN. What is your telephone number?

Mr. DUPUIS. Gladstone 0178.

Mr. McCANN. What is your business or occupation?

Mr. DUPUIS. Make-up artist.

Mr. McCANN. How long have you followed that profession?

Mr. DUPUIS. 4½ years.

Mr. McCANN. By whom were you employed when you first started?

Mr. DUPUIS. I first started with Sol Lesser Productions, an independent. I worked there a short while and then went to Republic studios.

Mr. McCANN. What was your background or qualifications for this work?

Mr. DUPUIS. I have been an actor since after the First World War.

Mr. McCANN. In other words, you have been an actor for 20 or more years before you did this; is that correct?

Mr. DUPUIS. No, sir. I did some of this prior to this last time that I started doing make-up.

In 1920 I started in motion pictures and at that time there wasn't any such thing as a make-up department. We had to apply our own make-ups. We would help others in applying their own make-up. In fact, when we went out to get a job, if we had any idea of what the job was, we tried to make-up to look like the character we were to portray. As a result, we got a fairly good background of the art of make-up.

In 1922 Mr. George Westmore was supervising the make-up of a picture called *The Sea Hawk*. I was doing a part in the picture and also helped Mr. Westmore in making up the people in that picture. A year after that I went to MGM. There they had just started the make-up department, and I helped Mr. Cecil Holland in two or three productions.

Thereafter, I went to acting and I stayed with acting until 1943. In the spring of '43, inroads having been made in the ranks of the make-up artists' profession, they sent out an SOS—

Mr. McCANN. Just a minute. When you say inroads had been made upon the ranks in 1943, do you mean that the war had called certain of these people to other work?

Mr. DUPUIS. Yes. Many members had been called into the armed forces.

Mr. McCANN. Do you know when the make-up group was taken into a union, when that union was organized?

Mr. DUPUIS. Well, I know that IATSE Local 706 came into being in 1937. They had an organization prior to that time. It was an association. I am not conversant on all the facts of that, because I was not a part of that organization.

But I do know that in 1937 there was a strike, at which time the IATSE Local 706 was formed, and all of the members of the former association, and some replacements, were taken in.

Mr. McCANN. Tell us how you came to go into the make-up artist's work in 1943.

Mr. DUPUIS. Well, as I previously stated, due to the inroads made in their ranks by calls of the armed services, they needed help to fulfill their contract, and they called upon the actors who were, by their profession, really able to apply make-up.

A group of us—I don't recall just how many there were, at the present time—were called in, first at Paramount studio, and given an examination in the laying of hair.

We later went to Warner Bros. and were given another examination. Then, a few days later, we went back to Paramount again for another examination.

Out of this group they selected, I believe, 14. The very next day most of us were given a call to go to work. That was, which I previously stated, when I went to Sol Lesser Productions.

Mr. McCANN. Now, then on what basis did you go to work? Did you go to work as a member of the union, IATSE union?

Mr. DUPUIS. No, sir.

Mr. McCANN. How?

Mr. DUPUIS. We were supposedly permit men. However, as time developed, we were told by members of the board not to advertise the

fact that we were permit men. We received the same pay as journeymen, we did the same work as journeymen.

Mr. McCANN. As permit men, what did you have to pay the union?

Mr. DUPUIS. At first, for the first month or so, we paid nothing. Then a group was selected and issued war-emergency permits, at which time we paid the same amount that journeymen members were paying.

The first year and a half, I believe, we paid \$9 a quarter. At a later date they were raised to \$12.50 a quarter. I personally paid those dues for almost 3 years.

Mr. McCANN. Mr. Chairman, at this time I would like to interrupt the proceedings to say Mr. Freeman is on the Federal Reserve Board, Chairman of the Board, and he is tied up with a meeting at this time and feels it would be unfair to be called out of the meeting at this particular moment, to come up here.

I want to instruct Mr. Benjamin to advise Mr. Freeman we don't want to break in on his meeting, but we would like for him to be here the first thing in the morning, at 9 o'clock, if that is agreeable.

Mr. BENJAMIN. I am sure that is agreeable.

Mr. PRICE. Yes.

Mr. McCANN. We wanted the board, the full board, Mr. Kahane, including yourself, to be here this afternoon. That was not understood by Mr. Price, and he didn't send for you.

Mr. BENJAMIN. Mr. Mannix is on his way down.

Mr. McCANN. I know Mr. Mannix is on his way down. I much prefer that we should have the five members of the board at one time tomorrow morning, to talk with them, rather than have them separately.

Mr. KEARNS. I prefer to have them all at one time.

Mr. McCANN. While I think this is a little unfair to you, Mr. Kahane—

Mr. KAHANE. It is all right.

Mr. McCANN. I disavow any responsibility. I am going to excuse you, if you want to go, and the other men. We will have you all here exactly at 9, if you will do that, Mr. Price.

Mr. PRICE. I will.

Mr. McCANN. I am sorry to have put them to this trouble. We understood they were going to be here this afternoon.

Now, then, will you proceed, sir?

Mr. DUPUIS. These war emergency cards were issued to us, we were told, to replace those members who were in the armed services, and they were gradually picked up as the members supposedly came back.

I paid those due until May of 1946, at which time they replaced it with a monthly permit card. I regret, I have everything ready, but I didn't expect to go on today. But I have a photostatic copy of my war emergency permits, and I have my last permit card, which was issued to me in July 1947.

Mr. McCANN. We will use those tomorrow, sir. I know we have taken you by surprise, but we didn't want to waste time because we are finishing tomorrow evening.

Mr. DUPUIS. Yes, sir.

Mr. McCANN. We will give you a chance to come back and finish your testimony.

I want to know what your wages were as a member of this union, what your earnings were per week.

Mr. DUPUIS. When I first started out, our salary was \$139.15 per week. In 1945, I believe, we received an increase in pay, which was retroactive to '44, to \$146. Then again—

Mr. McCANN. You say \$175?

Mr. DUPUIS. No, \$146, and then another increase to \$156. There has been another increase since that time, but I have not worked.

I would like to state that shortly after starting in make-up I was called by my local and informed that MGM had selected me as 1 of 10 men to attend a class, and that we would receive half salary, paid by MGM studio, until such time as we had graduated, at which time we would remain there on full salary.

Desiring to learn a little more about make-up, I was very happy to accept. We went over there and we started our classes. There was also, in addition to that, any day that we did any work for productions or went out and worked on a picture, we were paid full journeyman's salary.

From the time I went there the least I ever worked was 2 days a week, so I didn't work for the half salary. We did complete that course at the end of 6 weeks, at which time Mr. Jack Dawn, who was the head of the department at Metro-Goldwyn-Mayer studio, placed me as second man or second in charge of a \$3,000,000 production. That was a picture called *Kismet*.

We were 108 days in production on that picture, and after the completion of that picture I worked in various phases of the work, tests, general make-up, all types of it, until the spring of 1944, at which time they put me in charge of an Abbott and Costello picture.

While I wasn't officially the key man, I had complete charge of the make-up, did all the make-ups on both Mr. Abbott and Mr. Costello. That lasted 10 weeks, approximately.

I then went to Republic the day after I finished—I would like to add here that in the make-up department, inasmuch as it is a very small group of people, excepting for very few individuals, all make-up artists go from studio to studio, wherever they are most needed at the time. You might be working on a production here today, and the next day you are out at another studio. That is what happened to me. On the 7th day of June '44, I completed this assignment at MGM, and on the 8th of June I went to Republic. From June of '44 until, I believe it was, September of '45, I did 18 pictures for Republic studios as key man.

Mr. McCANN. What is a key man?

Mr. DUPUIS. That is a man who has full charge of the make-up. In most of these productions I was not only the key man, but the sole make-up man on it, because they were low budget pictures and they could not afford a secondary man, so the man who had charge of the picture had to do all of the work.

After the conclusion of this group of pictures I then went back to M-G-M after a week, and at first I was placed in charge of a large production, Van Johnson in *No Leave No Love*. We were 6 weeks in production. Again, as I say, I had full charge, and many times I had as high as 15 make-up artists, journeymen, as well as permit men, working under me.

At the completion of 6 weeks, it was during the trouble of 1945, and it looked like the studio would practically have to close down, they laid off a great many members in the make-up department as well as all other departments. Mr. Dunne, the head of the department, came to me and informed me that he would have to take me off the production, that one of his regular boys was available and he would take charge.

I would like to say now there was much confusion in the company because they were quite happy with my work, the way I was doing, Mr. Van Johnson, Mr. Red Arnold, Guy Lombardo and his band was there, so they were rather unhappy in having me go. There was much confusion and much argument, but I had to leave that night anyway.

The next day I went to Republic Studios and did two more pictures from that time. After completing those pictures, I went to Twentieth Century-Fox and did a picture there as second man, *The Late George Apley*. After the completion of that assignment I went back to Republic again and did another picture called *Wyoming*. We completed that production the 20th of December 1946.

I received a call on the 29th of July 1947, 1 day, was called back the next day but the union called me that night and informed me that I was bumped off because a journeyman was available.

Now, that covers my experience fairly well as a make-up artist from 1943 to the present date. As I mentioned, I worked 1 day since December 20, 1946.

There is a group of 42 men who have all done similar work. We have tried with every resource that we know to try to become a member of the union so that we could carry on in our chosen profession, so far to no avail.

Mr. McCANN. I want to ask you if during that time the union has ever offered you membership?

Mr. DUPUIS. In October of 1946 they notified us that all men under 45 years of age would be eligible for an examination. They have laws in their bylaws that no one over 45 is permitted into membership.

Mr. McCANN. Well, what does a person do after 45? Do they quit work in this world and retire?

Mr. DUPUIS. Well, that is not the case in local 706, because they have members there who are as old as 80, but if you are over 45, you are not eligible to membership; 28 of us were fortunately under that 45-year mark and took this examination.

I was informed by a member of the examining board 6 weeks prior to the examination not to get too excited, because they were only going to select five or seven anyway. I would like to go back a little earlier, where a member got up on the floor and made a motion or suggestion that they should get rid of every one of these make-up artists, these permit men; yet the same man was one of the members of the examining board.

So I was called. The examination was in three phases, on a Monday, Wednesday, and Friday night, very simple make-ups that we were able to perform, but after the second phase of the examination I was called by the boy in the office of 706 and informed that I had failed. Naturally I was rather taken aback, because I could not at first see how I could have failed on work that I was doing; I was on production at the time, and the examination was the same work that I was doing.

Mr. KEARNS. How technical was it?

Mr. DUPUIS. Very simple; the first one was an age make-up; first night was an age make-up and then a beard.

Mr. KEARNS. Did you ever try examining the examiner?

Mr. DUPUIS. Well, that question was brought up on the floor of the local. The second reason that I was surprised was, how could I fail something before I had completed it?

But, nevertheless, 21 of us were so called the day after the second phase of the examination.

Mr. McCANN. Twenty-one of the twenty-eight?

Mr. DUPUIS. Twenty-one of twenty-eight.

Mr. McCANN. And all of them had been doing this work for nearly 4 years and getting journeymen's wages?

Mr. DUPUIS. Definitely; definitely.

Mr. McCANN. And the people who came back had been probably fighting in the Navy or the Army or the Marine Corps, or what had they been doing?

Mr. DUPUIS. Well, of course, you know all of those that had gone into the service were all journeymen members prior to going in service, you see.

Mr. McCANN. I understand that.

Mr. DUPUIS. Anyway, of the seven who remained for the final phase of the examination, five were selected, which was the figure that was originally given to me 6 weeks prior to the examination.

Mr. McCANN. Six weeks before that they had told you that five were going to pass?

Mr. DUPUIS. They said five or seven, so they had both figures, after the second night they had the seven, and after the third night they had the five.

Mr. McCANN. I see.

Mr. DUPUIS. So the man that I was working for at the time said, "This is the same work you are doing. What is wrong with you?"

I said, "I don't know. I don't know how you can still hire me to continue doing this work, since I can't be a make-up artist, according to this examining committee, I apparently don't know anything about it."

He said, "Well, you know enough to satisfy me." And I continued then doing The Late George Apley.

Mr. McCANN. Continued until you finished it?

Mr. DUPUIS. I continued doing that until I finished that picture, and then was assigned to another picture at the Republic Studio.

Mr. McCANN. Who is the head of this union, anyway?

Mr. DUPUIS. Well, frankly, at the present time I don't know, but I know that Mr. Webb Overlander was president, Mr. Ernest Parks was vice president, and then Mr. William Knight is a member of the executive board, Mr. George Hayes is the business manager. There has been a change of officers, so frankly I don't know since I have not been active for the past 8 months.

Mr. McCANN. And how many members were there in the union?

Mr. DUPUIS. There were approximately 160 make-up artists.

Mr. McCANN. One hundred and sixty make-up artists. I would like to know this, if you can answer the question, have they taken in

any members in that union since your group was let out who have not had the experience or the training that your group has had?

Mr. DUPUIS. I will say that everyone they have taken in has not had the experience that we have had. If I may I would like to go back to the spring of 1946. They used the apprentice system in the make-up artists local. In March of 1946 the executive board decided that they would examine their then apprentices.

Mr. McCANN. How many were there?

Mr. DUPUIS. Seven. There were two or three of them who had had 3 years' experience, too. My knowledge of their bylaws, they first had to have 4 years before they could graduate as make-up artists, and then they dropped down to 3 years, and in this March examination one man had 9 months' service, another one had a year and 3 months. They may not do any make-up, according to their own bylaws, excepting under the direct supervision of a journeyman. They may not work on a set. They examined these seven apprentices and passed all seven into full membership.

Mr. McCANN. That was at the same time that they let your group go?

Mr. DUPUIS. No, that was in March of 1946, the date I was examined was in October of 1946. And I would like to add here, of the five members that they passed, three of them that I know had less experience than two-thirds of the other group who took the examination.

Now, there is a phase that I have to pass over here, but in March of 1947 they notified all of us that they had waived the age limit and everyone was eligible to take an examination. Having taken one of their examinations, I didn't choose to take another one. I was made a fool of once, and I didn't want to have it happen again. That examination of 12 men, only 12 decided to take the examination. They passed all 12 of these men into membership. One of these men was one who had failed in the October examination, who had worked up to the October examination 165 days in all as a make-up artist, from the October examination to the March examination had worked 5 days, yet he passed this examination and was accepted into junior membership.

Mr. McCANN. Would you please explain to me how this union works; they have various stages of membership in this union? You said junior membership.

Mr. DUPUIS. That was what our October examination—this is the first time that they have ever examined permit men for membership. Always in the past it has been for apprentices, but may I say here that from 1937, the inception of local 706 until March 1946, they have taken in all 16 members or a little over 1 a year, and here now they were confronted with a large group. They could not possibly take these men into senior membership, so that which was offered to us was a junior membership.

Mr. McCANN. Now, as junior members what rights would you have in the union?

Mr. DUPUIS. Oh, I believe we were told that we would have voting rights, but all senior members must work before we are available for work.

Mr. McCANN. Even if someone wanted you?

Mr. DUPUIS. That doesn't matter.

Mr. McCANN. In other words, if after you had made many pictures as a make-up artist at Republic, Republic should say, "We want you to take over our work here for such and such a picture," you could not do it if there was a senior person in the organization?

Mr. DUPUIS. Well, our status basically remained the same as permit men, the same situation except—

Mr. KEARNS. Let's establish it this way: Can a director have the make-up man he wants?

Mr. DUPUIS. No; he cannot.

Mr. McCANN. There is something wrong with your business.

Mr. DUPUIS. He can have you if you are a senior member, but not a junior member.

Mr. McCANN. Mr. Chairman, every man in this country has or should have the right to work. Nobody has a right to keep him from working. On the other hand, every employer has or should have the right to select the people whom he wants to do a job. Now, one is just as fundamental as the other. I believe that we are faced with a problem here—and we haven't heard all of the evidence, and I don't want to jump the gun, for we are going to hear from the union people—we are faced with a problem here that is worthy the attention of the full committee. It is a small thing, perhaps, in the light of this great big strike that has been going on, but it is a big thing in the lives of the men who are out of work. It is a big thing to the fellow who wants to work and can't work. It is his livelihood, and there is something wrong in this country when a man can't be selected to do a job that he is qualified to do, and there is something wrong in this country when people can be bumped off of a job whenever a union official wants to bump them off and when he can put in a member of his family to take the place of qualified men, indulge in favoritism and work out animosities and enmity. You are a union man, Mr. Chairman, and you know more about those things than I do. I am just giving you my reaction to this.

Mr. KEARNS. What I want to get straight, if I am a producer and I put a director on a picture, and I get down and catch some of the things there, well, it is going pretty good, and I like it, but I don't like the make-up. "Who have you got on make-up?"

"I got So-and-so."

"You have to change your make-up man."

"That is the best I can do. That is all I can do."

"Is So-and-so on there or So-and-so on it?"

"No; they are not assigned on this."

Then if I wanted to save my picture and have a good picture out of it, I could not ask the director to go out and get men I knew were qualified to do a super job of make-up on the characters that they were to portray? That is the rule?

Mr. DUPUIS. Not unless he happened to be a journeyman.

Mr. KEARNS. Well, if he is a journeyman, then I have to take him if he is assigned there, whether he is any good or not?

Mr. DUPUIS. Well, you don't have to take the man if he isn't any good. You have the choice of another journeyman if he is available.

Mr. KEARNS. Yes; but here is what I am trying to get at: You said you were a journeyman—

Mr. DUPUIS. No; I am a permit man.

Mr. KEARNS. I know, but you are qualified to be a journeyman.

Mr. DUPUIS. When we received the call up there we were told not to mention the fact that we were permit men. They sold us as journeymen.

Mr. KEARNS. You worked at Republic more than other studio, is that right?

Mr. DUPUIS. Yes, sir.

Mr. KEARNS. And you did a real job there?

Mr. DUPUIS. Well, frankly, on 22 pictures I am afraid that some of them—

Mr. KEARNS. Who is a good director?

Mr. DUPUIS. Unfortunately at Republic they don't have too many of the big directors.

Mr. KEARNS. No big director?

Mr. DUPUIS. Frank Bisake, J. Cain, Selander, he does a great many westerns.

Mr. KEARNS. It takes a lot of make-up, the westerns?

Mr. DUPUIS. I did four westerns. We had 12 episodes in 4 weeks.

Mr. KEARNS. What I am getting at is this, you were qualified as a good make-up man.

Mr. DUPUIS. I have a letter from Mr. Woods, who is head of the Republic Studios. I have a letter from a camera man that I did 14 pictures with who states that he has never had anyone that would work with him as I have.

Mr. KEARNS. Well, then, tell me why didn't you pass your examination?

Mr. DUPUIS. Because I was not selected to pass the examination. That is the only reason that I have. If I can carry on doing the work that I have been doing over these years and go in and do the same work without an examination and I fail to pass it, all I can say is I was not selected to pass.

Mr. KEARNS. Mr. Counsel, is there any member of this examining board here today?

Mr. McCANN. We probably will have some of them here in the morning. We have sent out for them.

Mr. KEARNS. I mean the men from the union that gave the examination.

Mr. McCANN. I think they will be here, Mr. Chairman. This change of plan—

Mrs. LOCHER. I just reached them, Mr. Chairman, and they will be here in the morning.

Mr. KEARNS. For the record here I would like to redepict this examination.

The CHAIRMAN. Would you like to have one of them make up an old-age make-up?

Mr. KEARNS. I would like to see this man and decide whether or not he can do work in the studios. Let them give him an examination here in front of the whole court and I will find out if he is any good. If he is not, then he hasn't any right to that particular job. If he can qualify, I would like to see him do the job. Then I would also like to see it may be turned around. I would like to know how you pick out your examiners.

Mr. McCANN. Mr. Chairman, I would like to ask who is on the examining board. Does anyone know? I am informed that the

examining board when they gave the examination October 26 was Webb Overlander, president of 706, and Fred Phillips and Bill Phillips, his brother, and Howard Smith and George Lane. I believe that is only four.

Mr. DUPUIS. Mr. Stanley Campbell was chairman of the examining board.

Mr. McCANN. Mr. Chairman, let me check these names, now, with the list we have.

Mr. KEARNS. Mr. Luddy, did you have something to say?

Mr. LUDDY. I want to ask your honor to reserve any conclusion that you might come to until you are acquainted with the facts that for 6 weeks the State courts of the State of California heard in great detail, I assume, this witness and most, if not all, of the 43 people to whom he refers.

Mr. KEARNS. Yes. I asked the man not to mention anything about the courts, because I am not interested in the court cases here. I am merely weighing the situation of the unions here.

Mr. LUDDY. Aren't you interested in the fact that the factual matter he presents was placed before a judge, and a judge decided that the statements made by them with respect to their qualifications were not true, and made a specific finding that they were not qualified?

Mr. KEARNS. Counsel, do you want to—

Mr. McCANN. Mr. Chairman, I would be delighted to receive that record in evidence when we have heard these witnesses.

Mr. LUDDY. I have it.

Mr. McCANN. It will be received. We have had so many complaints from Hollywood that we can't hear all of them.

There have been relatively 100 individuals that have come to us with complaints they wanted this committee to hear. We are primarily here to determine the cause of a strike that occurred in 1945 and another strike that occurred in 1946. But the chairman of the full committee was advised in Washington of the fact that 43 men had come to me, when we were here before, and stated their case. And he made the investigation broad enough to consider their problems and other labor problems in the studios.

Now, the only group we agreed to hear were these men who represent about 43 make-up men. In other words, it wasn't just an individual complaint that is involved. It involves a considerable number of people.

Now, I think, Mr. Chairman, that one thing that has been very confusing to those who are not accustomed to congressional investigations, is that we are not interested in just listening to all of the complaints that can be made, for it is our primary task to find out the causes of the strikes and other labor problems in Hollywood. There could be 10,000 pages of record made with respect to the suffering of the individuals that we can't listen to. There could be thousands of pages of record made here with respect to material which would simply clutter up the congressional hearing and keep us from the straight and narrow path, which is to find out what caused it and what may be done to cure it.

Now, the men have lost a lawsuit, Mr. Luddy tells us. I don't know why they lost it. He says it is because the court found they were not qualified. The only answer I can make to that is why in the world

were they permitted to practice a trade for 3 years if they weren't qualified to do it? We are not interested in whether these men won a lawsuit or lost a lawsuit. We are interested in whether the union is being operated in a fair and equitable manner with respect to employees who are out of their jobs.

Now, that is the picture, as I see it, which we are trying to consider here. And we will be glad to receive in evidence the record that Mr. Luddy has to offer on behalf of this labor union. We will be glad to hear the union officials say if they want to say on the witness stand that these men are misrepresenting any fact they present here. But I don't believe that a man would be wise to say under oath that he worked for 150 days for Metro-Goldwyn-Mayer making pictures if it were not true.

I don't believe that he would be very smart if he said he made so many pictures for Republic, if it weren't true. I can't conceive of a man earning a living at a certain job for 3½ years and suddenly being found unqualified for that kind of job. If I had built brick houses for 3½ years, I would hate to have someone say I couldn't lay a brick.

There is the picture, as I see it here.

Mr. Chairman, there are some questions that have been submitted. Were you permitted by the local to seek your own job?

Mr. DUPUIS. We were told in the meeting at the local by a member of 706 that if we went to any studio and solicited any jobs, our card would be picked up and we wouldn't be permitted to work through local 706.

Mr. McCANN. Then all the positions which you secured between 1943 to 1946 were assigned to you by the local?

Mr. DUPUIS. By local 706, every call came through that.

Mr. McCANN. That is all, Mr. Dupuis.

Mr. Dumont, please.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. DUMONT. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF JACK DUMONT, MAKE-UP ARTIST, LOS ANGELES, CALIF.

Mr. McCANN. Will you please state your name and your address?

Mr. DUMONT. Jack Dumont. 1825 North Kingsley Drive, Los Angeles 27. Granite 4343 is the phone number.

Mr. McCANN. What is your business or profession?

Mr. DUMONT. I have been a make-up artist for the last 4½ to 5 years, approximately. I started in the motion picture industry when I was 9 years old, that is 35 years ago, at the S. & A. Film Co. I worked in those days with Bronco Billy, Ruth Stonewall, Richard C. Travellers, Beverly Baine. I did considerable stage work and came out here in the silent days, around in 1920's, and worked on the stages of Ben Hur, Lady Windemere's Fan, and the Hunchback of Notre Dame, and continued in picture work, in fact, most of my life.

Mr. McCANN. What union did you belong to in those days?

Mr. DUMONT. The Screen Actors Guild. That is the only union I belonged to. Before that I was never associated with any unions in

my life. I always went out and, being very capable, fortunately, in securing a job without ever joining a union. I worked in coal mines, wheat fields, dug streets, was promotional sales manager for the Hassell Trunk Co. for 14 years in Chicago. The only time I was surrounded by unions or heard of unions is when I came out here. The Screen Actors Guild was formed, I believe, about 10 years ago. I am not sure of the date, but I became a member, as I had to, at that time.

Mr. McCANN. Are you still a member of the Screen Actors Guild?

Mr. DUMONT. No. My card has been dissolved automatically, because it became two factions. There is an SEG now, and I had an SAG card which dissolves the extras, and the extra players went in another organization called the SEG, which is the Screen Extras Guild, so I am completely dissolved of any association.

Mr. McCANN. Now, when did you start into make-up?

Mr. DUMONT. I can give you a general idea of it pretty accurately. As I understand, in 1937 the make-up men went out on a strike. They had been working out of the painters local and I understand that the IATSE chartered them.

There were about 110 men, who were doing extra work and acting work and probably other work around the studio. These 110 men were taken into the membership at \$10 apiece, with no examination. While the strike was on, 25 replacements walked in and took their jobs. So the strike lasted 9 weeks. When it was time to make agreements, they took in the 25 replacements, as well, at \$10 a head, and no examination. That is pretty much the biography from the start of it.

Mr. KEARNS. How did you fellows get mixed up with the painters' union?

Mr. DUMONT. I don't know.

Mr. KEARNS. You did get mixed up?

Mr. DUMONT. This is the knowledge that is pretty commonly accepted, as to the inception of 706, back in '37: These 42 permit men, of which I am the chairman through vote, weren't associated, that I know, at that time.

Mr. KEARNS. I see.

Mr. McCANN. Go on in your own way.

Mr. DUMONT. In 1942, about July, was the first knowledge that spread around in the industry that 706 had put out a call for actors, due to the fact the actors are competent with make-up, like a wing is to a bird. An actor who has been putting on make-up for years, he undoubtedly would be the best to fulfill the job of a make-up man.

Naturally, the union sent out its call for actors to be make-up men. Starting in July 1943 they picked up four or five actors, of which now those boys are members of our group, and they charged them \$1 a day for the privilege of going to work.

In the fall of 1942 the union sent out an urgent call for help, because of their roster being depleted, and the calls became greater and greater from the employer, when their contracts called for filling jobs with efficient craftsmen, and they were on a spot.

So they aggregated an amount of about 35 men, just about 35 or 36 men, of which I was one, and they gave us a training course over a period of 2 months. These training courses consisted of one night a week at various studios, and when it came to the conclusion of these

classes we were informed by Mr. Bill Knight, who is one of the officials of this union and on the executive board, that we were now going to take an examination and be graded upon our qualifications.

Out of these 35 men there was approximately 21 men that evidently passed, because we were sent out in the field to go to work at the various studios.

After working about a week at the different studios, the union called us up to a meeting, and this is something of importance that I know, just due to oversight, Mr. Dupuis omitted. It is a very important thing, I believe.

After we had worked a week or two and had been trained, we were called up to the office and the business manager, Mr. George Hays, said, "Fellows, you have got to sign this form." It was sort of an affidavit, with a lot of stipulations on it.

He said, "You have got to sign this form before you can go out and work again and before I can give you this card."

So we all signed the paper. I don't remember that I read a word of it, because I have since—I have since been informed of the substance of it. But at the time, I didn't even read it. I didn't see the necessity of reading a form, after I had worked for a couple of weeks and been trained and passed by the union's examination and by the officials of the union who were the judges, to read a form because if I had read it and disapproved of it, it wouldn't have made any difference, because I couldn't have gone to work if I hadn't signed the paper, anyway.

We all signed the paper and we all got cards called war emergency cards, with spaces to put the stamp on each little spot. That is the same stamp they give their own journeymen. We paid the dues quarterly, the same as the journeymen in the union, and we got the same stamp each time.

Mr. KEARNS. How much did you pay?

Mr. DUMONT. \$9 for several years, and then boosted it to \$12.

Mr. McCANN. That is \$9 a quarter?

Mr. DUMONT. Yes; Mr. Ern Westmore, as we call him, and who is commonly known among his own members as an alien—he has flaunted his alien registration card, from his purse, to me personally, and he has been here 25 years in this country and hasn't applied for American citizenship. He is the king on the throne there. They all fear him. He hasn't missed a meeting where he doesn't put out his advocates and his orders. They are pretty well followed.

The first time I laid eyes on him was at a meeting a few weeks after—pursuant to signing the affidavit. We went back out in the field for several weeks, and then we were called up to a meeting. Mr. Ern Westmore came before us—I am trying to just think almost verbatim what he had told us—Mr. Joe Bonner, he was a journeyman member of the union, and Mr. Westmore were present. This was at the first meeting called for the permit men.

Mr. Joe Bonner got up before us and he said, "You fellows coming into the business now, you are working too good. You are giving too much attention to the stars and the principal people in the cast." He said, "We have never done that." He said, "You are going to spoil them and the camera men and the other fellows, it is going to make us look bad."

Mr. Westmore made him sit down, and he said, "Fellows, you keep up the good work. This motion-picture business is progressing. The motion-picture business is growing, and so will technicolor. We are going to take in a lot of men and we need them and the industry needs them."

That was about all that meeting. We went back to work.

During this time the calls became greater and greater from the employer and the union kept on training more men. And during this time they were losing men into the service. I understand one or two went overseas, but most of them went over at Hal Roach; Hal Roach studio here, is where most of them were. There were 34 altogether that went into the service out of this local. They aggregated an amount of 80 men to work—they didn't just replace these 34 servicemen. They had 80 men working steadily, and the calls continued to get greater and greater. They had to double up their men and had to borrow men from one studio to another, in order to fulfill their calls to the employer.

In 1944 we were called up to another meeting. It was regarding ballot 12. Mr. Bill Knight called upon us for contributions. I would say they were assessments, but because pertaining to us, they were called contributions, because at the same time they were levying assessments on their members at a small amount of a few dollars a head, whereas our men paid up to \$50, and we have checks and receipts to show of contributions we gave to fight ballot 12, which was for open shop out here. They gave us a pep talk to vote against this ballot 12. The union was going to use the money for that purpose. I don't know how much was received from the permit make-up artists that night. Everybody donated. We were notified by Bill Knight—Mr. Dupuis testified to this—if we were ever heard of going to any studio lot trying to get a job, that our cards would be picked up and we would be thrown out.

At that time this particular local didn't have contracts even with a great many of the independent studios, but we were told not to go to any lot. The following meeting, one of the last meetings I attended, was called for the express purpose of calling on these permit men, about 65 or 70 of them at the meeting, that night, to contribute money to pay expenses to New York and back for three officials of that union, to go to a convention. They called upon us to pay for it, which we did.

To generalize it now, and get off these little details, I would say for these 42 men, after careful study, that they have handled from 550 to 600 pictures in the motion-picture industry for from 4 to 5 years. In that length of time there has not been in existence, I am positive there is not in existence, verbally or written, complaints about these 42 permit make-up artists, in that length of time.

Every producer that ever had a permit make-up artist work for him on a picture can come in here and testify on this stand he has demanded and requested over and over again the services of that same make-up artist who did a superb and meritorious job for them. The heads of the departments that hire permit members in this local 706 have demanded and requested these permit make-up artists in preference to their own members for 4 and 5 years, to the extent they have a "must work" system in this local. I forgot to mention that.

Mr. McCANN. Before you start on your "must work" system, have you worked on any stars?

Mr. DUMONT. Yes. I didn't want to speak about that. I wanted to speak about the men. I wouldn't want to go into detail about the pictures I have done or the stars I have worked on. I have done about 18 or 20 pictures, running from \$5,000,000 to \$6,000,000 and \$8,000,000 budgets, the biggest pictures in Hollywood, in 5 years. I have been in complete charge of 10 or 12 journeymen, working for me; always 1 or 2 journeymen working for me, under me, taking my orders.

Mr. McCANN. How in the world did they manage that, giving you a job directing journeymen, when we just heard from your associate here that they would come along and say, "You are out of this job. We have a journeyman who is free, who can take over," how would they let you give orders to 12 or 15 men?

Mr. DUMONT. The heads of the department knew that these permit men were capable and efficient, that they weren't indolent and undesirable like most of the journeymen in that 706 local. They knew they could depend upon us. They knew we were on the job. They knew we were in demand and requested. They knew they weren't being "feather-bedded" when they got a permit make-up artist. They knew, when the head of a department or assistant head of a department, which is really a foreman or assistant foreman, called in to the local, they had this "must work" system there. There are always 25 or 30 undesirable and incompetent and unqualified and undesirable journeymen on that list. Those fellows worked regardless; they went out first.

When the head of the department or assistant head of the department wanted a permit artist, he had to take one or two of the undesirable, incompetent men that he knew he would put in a department and let them sleep there, not open their case; to get a permit make-up artist they had to do that.

I made a trip to Fox studio one day because of the fact that the department head called Mr. Wally Westmore and asked for my release, to come over and do a retake on a star, Lenore Aubert, who I took personal charge of in the picture, I Wonder Who's Kissing Her Now. I did Martha Stuart and Lenore Aubert and Mark Stevens at times, and practically everybody in the picture, except June Haver. Mark Stevens was taken care of by the first man, Ernie Parks. I was called over to do the retakes on this lady, Lenore Aubert. The assistant department head told me, around 6:30 in the morning when I got there, he said, "You know, Jack, I had to take three of the regular men to get you here this morning?"

I don't know whether that answers your question.

Mr. McCANN. I have one or two questions to ask you at this time. We will let some of these questions go until tomorrow, Mr. Chairman.

Mr. DUMONT. Regarding a question I didn't go into detail on, and it won't take a minute, the list of stars I have worked on, Mr. McCann. I didn't want to enumerate them. They start with most of them—most of them are all the top-flight stars, Mickey Rooney, Herbert Marshall, Janie Powell, Jose Iturbi, Cugat, Lenore Aubert, Martha Stuart, Glen Langdon, Frank Morgan. It is hard to remember, but I have a list of about 35 or 40 top-flight stars in the business that I have worked on.

When a permit make-up artist or a journeyman is assigned to a keyman job on a picture, that is the highest assignment attainable by the journeyman or the permit make-up artist, next to being a department head.

Mr. McCANN. Mr. Price, do you have the record of the minutes—

Mr. PRICE. Yes. This duplicates what you had this morning. This is complete. Withdraw the ones you had this morning; these are in order.

Mr. McCANN. Mr. Chairman, I don't know how much more of this we will have to read into the record, but I will take time to examine it tonight.

Mr. KEARNS. We won't withdraw anything. We will add to it.

Mr. PRICE. Copies of the same thing, Mr. Chairman.

Mr. McCANN. I think Mr. Dumont wants to say another word.

Mr. DUMONT. Am I allowed, Congressman Kearns, to just express my opinion on a certain point?

Mr. KEARNS. Relative to this investigation?

Mr. DUMONT. Yes. Well, it is in regard to Mr. Michael Luddy, whom I saw protest here—

Mr. LEVY. Mr. Luddy isn't here. Can't he hold it until Mr. Luddy gets back?

Mr. KEARNS. In justice to Mr. Luddy—

Mr. DUMONT. I will wait until tomorrow morning.

Mr. KEARNS. I want to say here, I would like to have whatever groups assign these permit men over their own jurisdiction, whatever union handles that. Is that the IATSE?

Mr. LEVY. The International Alliance is not involved in this matter. This is purely a matter of local 706. Mr. Luddy represents this union.

Mr. KEARNS. Mr. Luddy, I want to get the procedure of how this is handled, where the permit man is assigned over your own journeyman, and why they picked a permit man instead of taking the established journeyman to be the head make-up man.

Mr. LUDDY. You are assuming that as a fact?

Mr. KEARNS. I am not assuming anything. I want an explanation.

Mr. McCANN. We have testimony under oath to that effect.

Mr. KEARNS. I want it settled in my mind now. Why did they bring these permit men in and set them up and put them over the journeymen of your union?

Mr. LUDDY. As I understand, you have arranged for the officers of this particular local to be here tomorrow?

Mr. KEARNS. Yes.

Mr. LUDDY. I am sure they will be glad to give you an explanation and answer any question you may ask.

Mr. KEARNS. All right. We will stand adjourned until 9 o'clock tomorrow morning.

(Whereupon, at 4:05 p. m., the hearing in the above-entitled matter was adjourned to 9 a. m., on Wednesday, September 3, 1947.)

JURISDICTIONAL DISPUTES IN THE MOTION-PICTURE INDUSTRY

WEDNESDAY, SEPTEMBER 3, 1947

HOUSE OF REPRESENTATIVES,
SPECIAL SUBCOMMITTEE OF THE
COMMITTEE ON EDUCATION AND LABOR,
Los Angeles, Calif.

The subcommittee met at 9 a. m. in room 324, United States Post Office Building and Courthouse, Hon. Carroll D. Kearns (chairman of the subcommittee) presiding.

Mr. KEARNS. The hearing will please come to order.

Mr. McCANN. Mr. Freeman.

TESTIMONY OF Y. FRANK FREEMAN—Recalled

Mr. KEARNS. Mr. Freeman, you have been sworn?

Mr. FREEMAN. Yes.

Mr. McCANN. Mr. Chairman, Mr. Price has presented a statement for inclusion in the record with respect to the minutes read yesterday. I have declined to read his statement with respect to the minutes because I desire to inquire of the bargaining committee itself with respect to these matters. Later on if he wants to take the stand to supplement any statement they may make, it is all right with me.

Mr. PRICE. I want to show my protest in the record against questioning about minutes that are inaccurate and are shown to be inaccurate.

Mr. KEARNS. I will rule in favor of counsel. You may have an opportunity to take the stand, Mr. Price.

Mr. McCANN. Mr. Freeman, you have already been sworn in this case, I believe, and have previously testified.

Mr. FREEMAN. Yes.

Mr. McCANN. Mr. Freeman, were you present at a conference between the Association of Motion Picture Producers, Inc., and the International Alliance of Theatrical Stage Employees, Conference of Studio Unions and so forth at the Beverly Hills Hotel on Friday, August 16, 1946?

Mr. FREEMAN. I think I was. I can't remember the date at this time, but I was there at several meetings. Does it show I was present at that time?

Mr. McCANN. I am not sure, sir. I have to go over this list of about a hundred names here. I don't see your name here, sir, so I will not ask you to affirm anything on that.

Mr. FREEMAN. There were quite a few meetings. I can't recall I was present at every single one.

Mr. McCANN. Were you present at a meeting on September 3, 1946, at which time Mr. Kahane read a letter of Mr. William Green's to Eric Johnston, together with an interpretation of a directive?

Mr. FREEMAN. I was present at such time as the letter was read, Mr. McCANN. I don't remember about dates.

Mr. McCANN. Yes. I can understand that.

Mr. KEARNS. Mr. Counsel, let's get the date and then affirm it, if it shows on the memorandum.

Mr. McCANN. Yes. I will try to refer only to those dates that the minutes show you were present, sir. Do you recall that on that occasion a letter from Mr. Walsh was read on the same matter?

Mr. FREEMAN. I think so, yes. I think there was a letter from Mr. Walsh.

Mr. McCANN. Do you remember that a meeting with the attorneys was arranged "to find out our legal status if we should discharge people that refused to work under the new interpretation"?

Mr. FREEMAN. Was that on September 3?

Mr. McCANN. September 3.

Mr. FREEMAN. I remember there was a meeting of the attorneys to discuss that matter. I still can't recall dates.

Mr. McCANN. This does not say that it was held that date: "A meeting with attorneys is to be arranged to find out our legal status." Do you recall that plans were made for such a meeting?

Mr. FREEMAN. Yes.

Mr. McCANN. Do you recall that there was a decision made by your group at that time to wire Eric Johnston: "Still can't understand the directive or its interpretation." Do you remember that?

Mr. FREEMAN. I don't recall it right now, but it is possible we did. I don't say we didn't. I mean I just don't remember the telegram.

Mr. McCANN. I am trying to refresh your recollection from these notes here about what is indicated to have taken place—that a wire was to be sent to Mr. Johnston that you could not understand the directive or its interpretation and a request to find out what you should do about it. Do you remember that or not?

Mr. FREEMAN. I think there was such a discussion. I don't recall whether the wire was ever sent off or not.

Mr. McCANN. I am going to read this in as it is here and see if you can corroborate it.

Mr. FREEMAN. I wish you would.

Mr. McCANN (reading):

Also wire Eric Johnston still can't understand the directive or its interpretation—is this a directive to compel us to abide, or what shall we do?

Do you remember that that was taken up there?

Mr. FREEMAN. I could clearly understand that mention in that as to what shall we do, but—

Mr. McCANN. I wondered if that refreshed your recollection.

Mr. FREEMAN. I think I remember we discussed sending Mr. Johnston a telegram asking him for any clarification he could give on the directive, but whether a wire was ever sent or not I don't recall.

Mr. McCANN. You do recall as a correct statement of the facts at that time, as noted, that "both carpenters and Walsh have given us opposite instructions."

Mr. FREEMAN. Those were the facts; yes.

Mr. McCANN. Now, there was a meeting held on September 11 at which you are indicated as one of those present, and Mr. Boren, also from Paramount, was present; Mr. Kahane, Mr. Goldberg, Mr. Mannix, Mr. Work were there from industry, and I just want to see if your recollection sustains what are in these notes:

Kahane and Mannix told of efforts made by Johnston to get Green to straighten out or postpone our troubles.

Do you remember that?

Mr. FREEMAN. I don't recall that; no.

Mr. McCANN (reading) :

Wanted Green to call a meeting of Green, Hutcheson, Johnston, and Walsh.

Do you remember that?

Mr. FREEMAN. Yes.

Mr. McCANN (continuing reading) :

Walsh agreed to attend but Hutcheson would not.

Mr. FREEMAN. Yes; I remember that that was the information given at the time.

Mr. McCANN (continuing reading) :

Green agreed it was a most deplorable situation.

Mr. FREEMAN. Well, that is a report that you said was given—

Mr. McCANN. By Kahane and Mannix to the group.

Mr. FREEMAN. I remember discussion on that; yes.

Mr. McCANN. You remember that those matters were discussed? That is what I wanted to find out.

Mr. FREEMAN. Yes.

Mr. McCANN. Do you remember that at 3:15 that afternoon—and I don't mean that you remember the exact time; that is not the idea of this examination—but do you remember that the carpenters came in then and—

Cambiano stated he had copies of the directive's interpretation and letter from Green stating copies had been sent to Johnston for the industry's information, and that he was here to ask that it be put into effect on the first shift Thursday morning—

Do you remember that?

Mr. FREEMAN. The first shift next morning, if it were Thursday; yes.

Mr. McCANN. And that—

Skelton stated he understands construction to include laying out of sets, laying flooring, cutting flooring, plumbing up sets, etc. Assembling, he thinks, is the same as prior to March 12, 1945—done by laborers and IA setting to a line.

Do you remember Skelton talking about that?

Mr. FREEMAN. I remember Skelton making that statement.

Mr. McCANN. Do you recall that—

Kahane inquired what will carpenters do if we do not follow the interpretation?

Mr. FREEMAN. I don't recall Mr. Kahane asked that question. I recall Mr. Cambiano making a statement as to what they would do.

Mr. McCANN. Do you remember Mr. Cambiano saying—

If you do not follow it, sets will be declared hot and we won't work on them?

Mr. FREEMAN. That is right.

Mr. McCANN. You remember that?

Mr. FREEMAN. Yes.

Mr. McCANN. Do you recall that Cambiano made the statement that—

The sets were hot only after tomorrow, that sets currently built would be finished by carpenters?

Mr. FREEMAN. I think that Cambiano said that sets then in the process of being worked on by the carpenters would be finished, but any set started from that time the next morning on would be declared hot.

Mr. McCANN. Now, do you remember that the union then went out and you held a further conference there?

Mr. FREEMAN. Yes.

Mr. McCANN. Do you recall that—

Mr. Kahane repeated that we had a choice of the two ways to go—that undoubtedly we still intended going the way we had discussed.

Mr. FREEMAN. I don't recall that statement; no. I recall a discussion in the meeting that we only had two choices to make.

Mr. McCANN. You remember a discussion of two choices?

Mr. FREEMAN. I remember Mr. Kahane or somebody else making the statement. I would not be sure. You know in these meetings, everybody else talks at the same time.

Mr. McCANN. I understand that, Mr. Freeman, but that is not my question here. I am not trying to catch you. I am just trying to establish the accuracy of the record here that is in question, because some say they are not minutes, and I wanted to establish the accuracy of the facts on that record whether you call them minutes or biographical sketches, or what you call them.

Now, do you recall, and if you don't I don't want you to say—

Kahane said we would continue to assign work tomorrow as we did today and let chips fall as they may.

Mr. FREEMAN. I don't recall that statement; no.

Mr. McCANN (reading) :

It was agreed we should give the carpenters a written reply and advise the actors and directors exactly what the situation is.

Do you remember that?

Mr. FREEMAN. I recall we agreed to give the carpenters an immediate reply. They had demanded of us they be given one before 6 o'clock the next morning.

Mr. McCANN. You remember asking the lawyers what your rights were as to firing men for refusing to perform work assigned, and what should be done or said in the matter?

Mr. FREEMAN. I think we did; yes.

Mr. McCANN. And do you remember that the following was decided on:

If any men refuse to perform services, lay them off and pay for hours worked only.

Mr. FREEMAN. Yes.

Mr. McCANN (reading) :

Pnt on card "Laid off for refusal to perform work assigned."

Mr. FREEMAN. I think that is correct; yes.

Mr. McCANN (reading) :

Each studio not represented was notified of above by telephone.

I know you wouldn't know that. Do you recall at that time Kahane outlined the situation and events leading up to it, and that Somerset stated—

Flanagan is Green's personal representative on the west coast and the CLC may have to go along with the interpretation.

Mr. FREEMAN. I didn't understand your question.

Mr. McCANN. Let me rephrase it. Strike that.

Do you remember at 4 p. m. the artists group joined the meeting?

Mr. FREEMAN. They came in. I don't remember the hour or the time. You mean the artists group, you refer to the screen actors?

Mr. McCANN. I am referring to what is here. Screen actors, I assume. It is called "artists group" there. Do you recall at that time Mr. Somerset was there and he stated—

Flanagan is Green's personal representative on the west coast and the CLC may have to go along with the interpretation.

Mr. FREEMAN. I don't recall that; no.

Mr. McCANN. Do you remember that a statement was made there by Mr. Kahane—

Montgomery is going to try to get Walsh to wait until the American Federation of Labor convention in October.

Mr. FREEMAN. No; I don't remember that. I am sorry.

Mr. McCANN. Do you recall that Mr. Kahane was called to the phone that afternoon and on returning said:

Brewer says instructions to man the companies means—furnish painters, carpenters, etc.

Mr. FREEMAN. That afternoon?

Mr. McCANN. Yes.

Mr. FREEMAN. You say returning from a telephone—

Mr. McCANN. Kahane answered a phone call and on returning stated—

Brewer says instructions to man the companies means—furnish painters, carpenters, etc.

Mr. FREEMAN. No; I don't recall that, Mr. McCann.

Mr. McCANN. Do you remember Mr. Mannix saying that afternoon he was in favor of closing?

Mr. FREEMAN. Mr. Mannix said it in several places. I said the same thing.

Mr. McCANN. We can say that Mannix and Freeman said the same thing?

Mr. FREEMAN. You could say I said to close, not then, but many other times. I mean, not only then; I said it on several occasions.

Mr. KEARNS. As this thing has developed, do you think that would have been the best judgment?

Mr. FREEMAN. To have closed the studios?

Mr. KEARNS. Yes, sir. I mean in view of what has happened?

Mr. FREEMAN. I think from the standpoint of my own situation, as a man, it would have been. I can't answer what would have been best. As I said—

Mr. KEARNS. Speaking for—

Mr. FREEMAN. I can't answer, because since then the industry has operated. They have made pictures. They have delivered pictures. They have made money on those pictures. So the stockholders have at least made money, too, by carrying on the operations. I can't deny that. I have got to admit the answer is, it has been better, as it turned out, to continue to operate.

The conflict that has existed and all the things that have taken place, that is a question—I mean, it is so easy for a man who doesn't have all the investment at stake, to say what he would or wouldn't do.

Mr. KEARNS. That is right.

Mr. FREEMAN. It is pretty hard when you answer as a trustee, as I said, for 45,000 stockholders throughout the country.

Mr. KEARNS. At the time, that was your opinion, as an administrator?

Mr. FREEMAN. I said in my previous testimony, and I repeat, the conflict between men and the fight and viciousness that goes on in these strikes, the attempt to destroy each other, American citizens living in a country, supposed to be free, to me is not worth the fight, to carry on, to see those men fight and destroy each other. I mean that.

Mr. KEARNS. That is well stated.

Mr. FREEMAN. That goes on in this industry and has been going on for years; since I have been out here, particularly the last 2 or 3 years. I don't like it. As an American citizen, I don't like it. You will never get me to agree the thing is right as it is under the system under which it operates.

Mr. McCANN. I think we are in perfect accord with you, Mr. Freeman, with respect to that. There was a board meeting on September 12, and you are shown as present, representing Paramount. I will read from the notes here which were kept and ask you if you remember each section as we come to it.

Mr. FREEMAN. What date is that. September 12?

Mr. McCANN. September 12. Report as of 10:30 a. m., indicating that M-G-M had dismissed 12 carpenters, Fox 2, and Columbia 2.

At the meeting RKO reported 20 and Columbia and Fox each 2 additional.

Do you remember that?

Mr. FREEMAN. I don't remember the numbers. I remember the meeting at which the report came in.

Mr. McCANN (reading) :

Mr. Kahane reported the recent conversations with the presidents and Eric Johnston which contained the following recommendations: "Lay off carpenters if they refuse to perform the services to which they are assigned. Do not be in any hurry—take as much time as you can before crossing jurisdictional lines. Work with the IA to get a sufficient number of carpenters, electricians, painters, and so forth."

Do you remember that?

Mr. FREEMAN. I don't remember just the words that you have used, but in substance I remember a discussion along those lines. I don't remember the words.

Mr. McCANN. Do you remember Mr. Kahane reporting to you—

Mr. FREEMAN. Yes; his making a report at that time.

Mr. McCANN. Do you recall that Mr. Kahane stated there were two courses to pursue?

(1) As the sets become hot and as men are laid off do not cross jurisdictional lines, do nothing to cause a picket line to be established; shoot until sets are exhausted and then close down; or (2) attempt to keep open as we did on March 12, 1945—call on IA to do the struck work and do the best we can. This would bring on picket lines and the accompanying strife.

Do you remember that Mr. Kahane made that report to you?

Mr. FREEMAN. I don't remember that; no. I remember it was discussed in the meeting.

Mr. McCANN. You remember that was discussed?

Mr. FREEMAN. Yes.

Mr. McCANN. You don't remember that Mr. Kahane made that statement?

Mr. FREEMAN. I do not; no.

Mr. McCANN. Do you recall that this was true—I mean as a result of your discussion—

It is apparently the opinion of the New York executives and Johnston to try the second course.

Mr. FREEMAN. No; I don't recall that.

Mr. McCANN (reading):

If we we try this course and call upon IA and they should fail to be able to keep us open, then the IA may attempt to get the federation to settle the matter or adjudicate the matter with the carpenters.

Do you remember that being discussed?

Mr. FREEMAN. No; I don't, Mr. McCANN. It may have been. I don't deny it was discussed. You are asking if I recall those words. We had a meeting that morning and discussed the whole situation. There were many things talked about.

Mr. McCANN. I am very anxious that you realize I know no man sitting there taking notes of all the discussions is putting quotes down on each of these things. He is giving the substance of the discussions. I want to ask if you remember in substance Mr. Kahane said there were two courses? You have stated there were two courses discussed.

Mr. FREEMAN. Yes. I don't remember Mr. Kahane's statement. We discussed those things; we all did.

Mr. McCANN. Do you recall it was the opinion of the New York executives and Mr. Johnston to try the second course?

Mr. FREEMAN. I say I don't remember that decision.

Mr. McCANN. Do you recall—

Mr. FREEMAN. I don't remember that being a thing that was brought up at that meeting.

Mr. McCANN. Do you remember it was brought up?

Mr. FREEMAN. I say I don't remember it; no.

Mr. McCANN. Well, do you recall that there was a communication from the presidents on the matter, indicating their views with respect to what should be done?

Mr. FREEMAN. I think there was some discussion. I don't remember whether it was by someone that had a telephone conversation with Mr. Johnston or some of the presidents, that they expressed views. As a matter of fact, I think I talked to Mr. Balaban, president of Paramount Pictures, about the situation. At the time I may have expressed what his views were. I am sure I did if I had them.

Mr. McCANN. Do you recall what his views were with respect to the two courses of action to be followed?

Mr. FREEMAN. His views were for the decision to be entirely up to me, to make it here at the studio.

Mr. McCANN. At that time was it decided to call in Brewer to tell him of the situation and find out from him if the IA "is to furnish men to fill places vacated to keep its studios open"?

Mr. FREEMAN. I think there was a decision we would have a discussion with him, a meeting with him, as the vice president of the international—IATSE International.

Mr. McCANN. As a matter of fact, to correct the record, as a representative of the IATSE in this area. I don't believe Mr. Brewer is a vice president.

Was it decided at that time that the producers' labor office should act as a central clearing house to receive daily reports from the studios of the number of men laid off?

Mr. FREEMAN. I don't remember, Mr. McCann.

Mr. McCANN. You don't remember that. Do you recall Mr. Freeman said:

In following out the plan to call upon IA for men to fill places that he understands no commitment is being made to Walsh now.

Mr. FREEMAN. I recall having made that statement on several occasions. I don't remember making it that particular day.

Mr. McCANN. Do you recall you were given assurances that no commitments were made?

Mr. FREEMAN. Yes.

Mr. McCANN. You remember that?

Mr. FREEMAN. Yes. I remember that assurance was given at some time; whether it was that particular time or not. If I made the statement at that time, then that is when it was.

Mr. McCANN. Do you remember at that time Al Wright submitted the following, copies of which were distributed to each studio representative with instructions to keep in the hands of only one or two persons in the studio:

INSTRUCTIONS TO DEPARTMENT HEADS

It is dated September 12, 1946.

1. Any employee who refuses to perform the work properly assigned to him in accordance with his regular classification of work should be requested to leave the premises?

Mr. FREEMAN. Yes.

Mr. McCANN (continuing reading) :

2. In the event that such employee asks whether he is being discharged, he should be told "No."

Mr. FREEMAN. That is right.

Mr. McCANN (continuing reading) :

3. In the event that any such employee asks whether or not he is being laid off, he should be told that he is not being laid off but that he is not wanted on the premises as long as he refuses to perform his customary duties?

Mr. FREEMAN. I think that is correct, yes; or words to that effect.

Mr. McCANN (continuing reading) :

4. In the event that any such employee further asks what is his status he should be told that he is requested to leave because of his refusal to perform services requested?

Mr. FREEMAN. That is correct, as I remember it.

Mr. McCANN (continuing reading) :

He should be paid off to time of leaving?

Mr. FREEMAN. That is as I remember it, yes.

Mr. McCANN. That is as you remember it?

Mr. FREEMAN. Yes.

Mr. McCANN. Do you remember that it was decided then—

If any such employee asks to return to his former job he is to be welcomed back?

Mr. FREEMAN. Read that again, please.

Mr. McCANN. Do you recall it was then decided that—

If any such employee asks to return to his former job he is to be welcomed back?

Mr. FREEMAN. To do his work and carry out the work under the directive that was issued. We expected him to perform his work in accordance with the directive. Under that condition we would be glad to have him back.

Mr. McCANN. Do you recall that—

each studio would assign work to carpenters by Monday to create an incident?

Mr. FREEMAN. I recall very clearly, Mr. McCann, we discussed the problem again of carrying on this operation at the studios. The decision was we would try to operate. We had been notified by Mr. Cambiano that his men would not work on sets erected by IATSE. I suppose that you have sufficient knowledge of this business now to know that we can't operate on an assembly line. We have to plan ahead. We have to get sets ready. We have to know whether we are going to make a picture or not. We have commitments to high-priced stars, high-priced directors, high-priced writers, running into thousands and thousands of dollars. No man can operate a studio not knowing whether on Monday morning his plant will open or not. He has got to know.

We made a decision we would bring it to an issue, whether by incidents or not. We had to know whether the carpenters were going to do that work. With the instructions or demands Mr. Cambiano had given us we had to know. We created the incidents, if it was necessary to create them, to know whether we could make the pictures the next week or the day following or not.

Mr. McCANN. That is the answer.

Mr. FREEMAN. Perfectly.

Mr. McCANN. And I think that you have said the same thing at a previous appearance before the committee.

Mr. FREEMAN. Yes; I assure you we could not live under the clouds hanging over us, and we had to make our decision, and having an order as to what was going to take place we had to know whether that order was going to be carried out by the men. We thought it was. We had to know whether we could have a set the next week for our pictures to be made or not. We couldn't go on not knowing and not understanding. Commitments were running against us, to people, to stars, and others.

As I say, it is not a formula basis. It is not an assembly line thing. You don't turn this out on an assembly line. You have got to have the individuals there to make the pictures.

Mr. McCANN. I understand that, sir. Do you recall that that afternoon Mr. Wright submitted this program, that Mr. Brewer and Mr. Cooper joined the meeting and that Mr. Kahane "explained the situation which the producers found themselves in, reading the letters recently received from the carpenters and the producers' reply to the carpenters, signed by Mr. Casey," and that Kahane outlined the two courses that the producers could follow, "and stated our decision depends on what your (Brewer's) position is as to furnishing us with men."

Mr. FREEMAN. As I remember that meeting, again the producers or some of the producers stated that they were tired of this fight. It cost them millions and millions and millions of dollars. And they were not going to again make any attempt to have the men work if they didn't want to work. It was purely up to the men themselves, as to whether they wanted the studios to close, with the subsequent throwing out of employment of 20,000 or 25,000 people, or whether they wanted them to operate. If they wanted the studios to operate they had to make the decision. And they had to agree to furnish the men to carry on the operation; and it was up to them. That discussion, I remember taking place there. The words used I don't remember exactly.

Mr. McCANN. We are not interested in the particular words used. We are interested in whether this matter was taken up and put—

Mr. FREEMAN. Right into their lap, as to whether they wanted to carry on the operations or whether they wanted the studios to close the following day.

Mr. McCANN. In other words, the problem was put to them, to Mr. Brewer, regardless of the way in which you express it, that the company's decision there that day depended on his attitude with respect to furnishing men or not.

Mr. FREEMAN. I don't say it was his attitude with respect to furnishing men.

Mr. McCANN. His position then.

Mr. FREEMAN. Whether the position of the IATSE members—they wanted to carry on the work or not, whether they wanted to carry on and keep the studios operating.

Mr. McCANN. You recall Mr. Brewer said that they would do everything to keep the studios open, they would supply the necessary help?

Mr. FREEMAN. Yes.

Mr. McCANN. Do you remember his saying that he didn't know how some of the unions would respond to this request, but they would "use the full power of the IATSE to force them to" work?

Mr. FREEMAN. I don't remember the use of the words that you have there, but that the IATSE would do everything within its power to get the men to carry on the work.

Mr. McCANN. Now, you recall the discussion which took place with respect to unemployment compensation, don't you?

Mr. FREEMAN. There was a discussion, Mr. McCann, about that.

Mr. McCANN. That was on September 16.

Mr. FREEMAN. I don't remember the date.

Mr. McCANN. I am just going to read this section and let you tell me generally whether this is what took place or not.

Mr. FREEMAN. Is this another meeting from the one—

Mr. McCANN. September 16. And you are shown as being present, sir.

Unemployment compensation—Cragin of the Loeb office wanted instructions for the comptrollers as to what position the producers wanted to take on statement to be made to the State unemployment fund. It was agreed to say "The employee left his work on account of a trade dispute" and to ask the department to disqualify him for unemployment compensation.

Do you recall that?

Mr. FREEMAN. I think so; yes. I remember that discussion.

Mr. McCANN (continuing reading) :

Mannix thinks it is a good idea to have in the record the fact that some men who left under these circumstances were reengaged when there was work they would do.

Do you remember that?

Mr. FREEMAN. I don't remember that remark in question; no.

Mr. McCANN (continuing reading) :

Boren stated the painters who were sent from the lot for refusing to perform work assigned are now ready to do any work—so they were rehired. This was approved as well as hiring back anyone in order to have as much work completed as soon as possible.

You probably remember that there was some such discussion.

Mr. FREEMAN. I think there was; yes.

Mr. McCANN. Now, September 17 you were also shown to have been present at that hearing. Kahane is reported to have—

advised that Brewer and Cooper had met with the actors and directors representatives and that Brewer and Cooper would come in the meeting shortly to tell us what transpired.

Do you remember that?

Mr. FREEMAN. I think so. Yes; I remember that.

Mr. McCANN. Then Mr. Brewer showed up at 12:20 p. m. Do you remember that—

they stated they had had a meeting with Montgomery, Cagney, Reagan, Ames, Somerset, Dales, and McGowan.

Mr. FREEMAN. I remember they stated they had had a meeting with the actors representatives. I don't remember the names mentioned.

Mr. McCANN. You remember that he reported then that—

Montgomery wanted everything shut down including theaters.

Mr. FREEMAN. No; I don't remember that. I believe there was some report to the effect they wanted it. I don't remember that Montgomery said that.

Mr. McCANN. No; that he reported that Montgomery said that.

Mr. FREEMAN. I think there was some report that Montgomery had said "Shut down the whole industry." I don't remember Montgomery making that statement.

Mr. McCANN. You remember that Brewer said that he thought—

Montgomery is influenced by his pet scheme of forcing the A. F. of L. to adopt a policy of adjusting jurisdictional disputes.

Do you remember that?

Mr. FREEMAN. No.

Mr. McCANN. Do you remember that at the time Mr. Brewer wanted to correct an error that apparently had seeped into the minds of the majors and that he said with respect to set erectors he wanted to correct an erroneous opinion that independents not being forced to use

erectors, and that he said that they are being forced to use erectors. Do you remember that?

Mr. FREEMAN. I think I remember Mr. Brewer stating that set erectors were working on independent sets, yes. I don't remember the "forced to use them," I don't remember those words, but I remember the discussion that set erectors were working on independent sets.

Mr. McCANN. Do you remember that you were told at that time that Beck of the teamsters would send in help if needed?

Mr. FREEMAN. That Beck of the teamsters would send in help?

Mr. McCANN. If it was needed. You don't remember that?

Mr. FREEMAN. I don't remember the use of Beck's name. I remember the report was that the teamsters would carry on the operation—help carry on the operations of the studios, that they would not walk out.

Mr. McCANN. Do you remember that Brewer expressed an opinion to the effect that he felt his organization was in much stronger position to keep the studios open than in March 1945?

Mr. FREEMAN. I think he said that; yes.

Mr. McCANN. And that he said—

Walsh's power recently conferred gives him added strength.

Mr. FREEMAN. That Walsh's—

Mr. McCANN. That Walsh's power recently conferred upon him gives him added strength, do you remember that?

Mr. KEARNS. Explain that the union had done that.

Mr. McCANN. That the union had recently given Walsh additional powers. If you remember, Mr. Freeman. I wonder if you recall Mr. Brewer stating that.

Mr. FREEMAN. I do not. I don't remember what additional powers he was given.

Mr. McCANN. Do you remember that at that time Mr. Brewer said to your group that he wanted to put IA men on sets so carpenters and painters would quit?

Mr. FREEMAN. This is on what date? The 16th?

Mr. McCANN. This is on September 17.

Mr. FREEMAN. Stated what?

Mr. McCANN (reading):

Brewer said to put IA men on sets so carpenters and painters will quit.

Mr. FREEMAN. This is on the operation of new sets, you mean?

Mr. McCANN. I am trying to read this to you so that you can tell me if it is correct, and I want to give you this now to refresh your recollection.

Brewer said to put IA men on sets so carpenters and painters will quit, provided (1) IA is advised in advance when and where, (2) put on enough set erectors and painters in a group of self protection, (3) keep procedure quiet so CSU can't gang up at one spot.

Do you remember that?

Mr. FREEMAN. I am sorry. I don't remember that. I think I recall Mr. Brewer saying that any erection of sets should not be postponed, that the taking up of work on them should be started and carried out without any delay, because, not to stand by and simply not try to attempt to carry on the building of new sets, that would bring about this fight as to whether painters and carpenters were going to do the

work or not. Now, maybe that is what he said there. I just don't remember the words.

Mr. McCANN. But there was a definite procedure planned?

Mr. FREEMAN. Yes.

Mr. McCANN. Well, was this the procedure that you agreed to at that time?

Mr. FREEMAN. I am sorry. We talked over a period of several days here and I don't remember what everybody said in the whole discussion. No human being can do it.

Mr. McCANN. I don't expect you to. I wondered whether this proposal refreshes your recollection on the question of what it was suggested you follow.

Mr. FREEMAN. I am sure that we had a discussion about the erection of new sets without delay to find out whether the carpenters and painters would do any work on those sets or not.

Mr. McCANN. You don't remember that as a specific three proposals?

Mr. FREEMAN. I do not; no.

Mr. McCANN. Do you remember that at that meeting Mr. Wright dropped a note of precaution and said, "We should not act in concert."

Mr. FREEMAN. I think there was an opinion handed out by Mr. Wright at that time; yes. I think I remember him saying that.

Mr. KEARNS. Mr. Counsel, is Mr. Wright here this morning?

Mr. McCANN. I don't know, sir.

Mr. KEARNS. I would like to have him here at the end of the morning.

Mr. McCANN. I have never met Mr. Wright.

Mr. KEARNS. I would like to have him here.

Mr. McCANN. Is Mr. Wright in town?

Mr. PRICE. Don't ask me.

Mr. KEARNS. Get hold of Attorney Wright and tell him I want him to appear, Mrs. Locher. Tell him I want him here.

Mr. McCANN. Do you remember that on that day, the 17th, in the later afternoon "the lawyers presented the notice to go out to the painters and carpenters and it was edited." Then that it was agreed that "studios would begin on the first shift Thursday to ask carpenters and painters to perform the work on sets that they have considered 'hot,' and if and when they refuse, to then ask the IA to do the work after arranging with Brewer?"

Mr. FREEMAN. Do I remember that on September 17?

Mr. McCANN. Yes.

Mr. FREEMAN. No; but I remember definitely, as I stated previously, we were going to ask these men to go over to the sets to see whether they would perform the work or not. Whether it was on the 17th or the 15th or the 16th, I don't remember.

Mr. McCANN. You remember that Mr. Silverberg's office was to be a clearing house for information for your group, one person in each studio to be designated as the man for Silverberg's office to contact?

Mr. FREEMAN. I think that is correct; yes.

Mr. McCANN. Do you remember that there was an agreement between you that there would be caution exercised to see that your program not become publicized before Monday?

Mr. FREEMAN. I imagine there was. I would have seen no use making it public.

Mr. McCANN. Now I am reading from the minutes of September 23, 1946, and you are reported to have been present that day. I will ask you if you recall that Mr. Kahane stated that—

the last sentence in the letter of 9-21-46 to Sorrell was a mistake, in his opinion.

Do you remember that?

Mr. FREEMAN. What do you mean 9-21—oh, the 9th and 21st, 1946?

Mr. McCANN. Yes. That Kahane stated that—

the last sentence in the letter of 9-21-46 to Sorrell was a mistake, in his opinion.

Do you remember his saying that?

Mr. FREEMAN. No. Mr. Kahane is here and he can answer that, but I assure you if he says he said that I accept it 100 percent.

Mr. McCANN. Do you remember that Mannix thought that such wire should not be sent?

Mr. FREEMAN. I don't remember that, but both Mr. Mannix and Mr. Kahane, whatever they say about that as to what they said I will be bound by it.

Mr. McCANN. Do you remember—

lawyers said we can't refuse to bargain and told of consequences.

Mr. FREEMAN. I think that was true; yes.

Mr. McCANN. You remember they said—

carpenters situation may or may not have been an unfair labor practice.

Doesn't that sound like lawyers to you, may or may not?

Mr. FREEMAN. I have heard that so much from the time this thing started in 1945 that I will admit it every time it came up.

Mr. McCANN. Do you remember that Mr. Benjamin said on that occasion that the studios have a perfect right to lay off men because of no work?

Mr. FREEMAN. I don't recall that; no.

Mr. McCANN. You don't remember that. This is an important statement. I feel sure that you will remember this.

Metro and some other studios have requested maintenance men to work on sets and upon refusal have dismissed them. Alfred Wright stated the studios cannot morally or legally assign maintenance men who never have worked as journeymen on sets to set work.

Mr. FREEMAN. I think that I recall Mr. Al Wright, because I had an argument with him as to what the rights of the studios are of the assignment of certain men to work that they had not been customarily doing. I don't remember the words that he used, but I think his position was there was a serious question whether they had the right to do that or not. That was a legal opinion. That did not leave the question answered at all as to the relation of the studios with the conflict inwardly. This was information, a legal opinion. I mean the fellow didn't have to run those studios with the fights going on then, sabotage on the sets, work ceasing in the mill, and other places because of the problem that existed, and we had to find the answer. That is all, and we took the step I told you. I don't want anything in my testimony to appear here that I did not deliberately go out to send these carpenters to work on these sets to find out whether they would or would not do it.

Mr. McCANN. We have had that three or four times.

Mr. FREEMAN. I want that clear, not denying it. We did it. I did it.

Mr. McCANN. I wanted you to tell me whether this conversation took place.

Mr. FREEMAN. I remember Mr. Wright arguing the question as to whether the studios had the right, whether he used the word moral or legal or not, I don't recall, but that is the question he argued, as to whether they had the right to send these men over to do this other work. He said that he seriously questioned that they had.

Mr. McCANN. Now here is another statement that was made that you probably remember. Do you recall that—

Benjamin expressed belief that even though NLRB might decide producers had engaged in unfair labor practice there was a good chance the board might not assess any back pay?

Mr. FREEMAN. I remember that was expressed by someone, whether Mr. Benjamin or others, some member of the meeting.

Mr. McCANN. You remember that was discussed?

Mr. FREEMAN. That is right.

Mr. McCANN. Now, do you remember—I can't ask the question. You were not there, Mr. Freeman. I am not disposed to take advantage of anyone in this hearing. This, I know, is a rather peculiar procedure—this kind of an examination, but as a congressional committee we are looking for the causes of this strike or lock-out. We are looking for them regardless of where the chips fall. We want to make reports to the Congress on what we think should be done in a legislative way. Before you leave the stand, I desire to say that I have a very real respect for you, and I would like for you to give us any suggestions which you feel we should take back to the Congress of the United States to prevent the recurrence of such episodes as you have had here. Have you anything to say, sir?

Mr. FREEMAN. I feel I should say—I will be glad to say what I have to say to you, but how that can be enacted into law I don't know. I can't pass on that. But I want to make this statement before that, that these notes that you have been reading there I have never seen, I have never read, and I had no knowledge of the type of notes that were being kept at these meetings. I want to make that statement because it appears in a lot of the questions you asked me there that it should be very apparent that I could have answered by having knowledge of those notes that were taken.

Mr. McCANN. I think you have done very well, sir.

Mr. FREEMAN. I subsequently have understood since this hearing started that Mr. Victor Clark, who sat in those meetings and took those notes in connection with his duties with Mr. Pat Casey, so that they would have a record for the files of any discussion of contracts or negotiations or anything else.

And I want to say another thing, there is no man in the motion picture industry that I have a higher regard for his integrity and his honor than I do Victor Clark, that I want clear, whether I differ with him in what might have been said or not, I don't believe that he at any time would take down a note or memorandum of anything that was not true to the best of his ability what he understood it to be. He might have been wrong in his understanding, but he would have done that honestly.

Mr. McCANN. Right on that point, before we go any further, you had a great many discussions with the labor relations committee, as the record I have here shows, in which there are many discussions of wages and hours and conditions, and you certainly had to have a man like him to keep track of the proposals and counterproposals, didn't you?

Mr. FREEMAN. In negotiating conferences as I understood, Mr. Pelton was there before Mr. Casey, Mr. Pelton during the negotiations in dealing with the different unions would have wanted somebody to keep track of just what was said.

Mr. McCANN. You had to have a record, didn't you?

Mr. FREEMAN. They had to have some kind of record, yes.

Mr. McCANN. That was his job, wasn't it, to keep track of what went on in your bargaining committee?

Mr. FREEMAN. It was not his job insofar as anything assigned to him by the labor committee, that is what I am saying. I understand he was requested by Mr. Casey to keep those records, and yet he was there, I know, he was taking notes, but I never read one of his notes.

Mr. McCANN. I understand if you wanted to know what had transpired at one of these meetings with respect to various suggestions that had been made and so on, you would have gone to him?

Mr. FREEMAN. Almost every occasion I went to Victor Clark.

Mr. McCANN. It was understood that he was keeping notes on those things?

Mr. FREEMAN. There is no denial on my part at any time that Victor Clark was sitting in these meetings taking the notes, but they were not minutes, they were notes that there was no action on and never filed with the committee.

Mr. McCANN. Listen, as I have said before, there is no disposition on the part of Congress or myself to insist that these are minutes. The only thing that I can say is that they are so designated, whether right or wrong we don't care.

Mr. KEARNS. Mr. Counsel, I think for the record it should be firmly established that the notes—I know Mr. Freeman tells the truth—I think it should be firmly established that these notes were a memorandum that was taken by Mr. Casey's office of the meetings of the labor committee—were taken because Mr. Casey and Mr. Clarke were employees of the producers association, and naturally would be held responsible for operations of the industry, and also the conduct of the meetings as held by the labor committee.

Mr. McCANN. Well, the point is that all that anyone could say, and anything that anyone might want to say about the notes, has been said by Mr. Freeman, who has told us that the notes were taken by an office man who was taking the notes for the service of the group with respect to the details that came before them and he knows the man is a man of integrity and honor, and he didn't know that minutes were kept of these particular meetings.

Mr. KEARNS. Except he knew that notes were being taken; I mean he testified to that.

Mr. McCANN. I don't care what you call them, sir, so far as the "minutes" are concerned; it doesn't mean a thing. We can call them notes or minutes. The primary thing is that you do regard Mr. Clarke as a man of very high integrity?

Mr. FREEMAN. Of the highest.

Mr. McCANN. Mr. Chairman, I have nothing else to ask.

Mr. KEARNS. We will stand recessed for 5 minutes.

(Short recess taken.)

Mr. KEARNS. The hearing will come to order, please.

Mr. Counsel, do you have any further witnesses that you want to call from the producers?

Mr. McCANN. Now, Mr. Chairman, I would like to ask if Mr. Kahane desires to take the stand, if he wants to add anything to what Mr. Freeman has said.

Mr. KAHANE. Did you say if Mr. Kahane desires to take the stand?

Mr. McCANN. Yes; if you have anything you desire to say, in addition to what has been said by Mr. Freeman, I want to give you a chance to take the stand if you want to. Mr. Work, you do not desire to supplement that in any way?

Gentlemen, you are excused. Thank you.

Mr. PRICE. And Mr. Meyer.

Mr. KEARNS. Mr. Meyer, do you have anything further?

Mr. MEYER. No.

Mr. KEARNS. You are excused, also.

Mr. McCANN. Excuse me, Mr. Meyer. I didn't see you beside these big men.

Mr. KEARNS. Mr. Mannix has also been excused.

Mr. McCANN. Mr. Chairman, just one moment. Mr. Freeman wants to make a statement.

Mr. KEARNS. All right.

Mr. FREEMAN. I understand that you are leaving tonight, and in behalf of the part that we represent I want to express our appreciation to the committee for what we think has been a desire to have a fair and impartial hearing of this matter. We hope you get out legislation that will give to the man that works in this country the right to work of his own free choice where and when he wants to.

Mr. McCANN. Thank you very much.

Now, Mr. Chairman, with respect to the records, or minutes, or notes, Mr. Peery Price would like to take the stand.

Mr. KEARNS. No objection. Have him take the stand.

TESTIMONY OF PEERY PRICE—Recalled

Mr. KEARNS. Proceed, Mr. McCann.

Mr. McCANN. All right, Mr. Price.

Mr. PRICE. The notes of producers' meetings which counsel read into the record yesterday were, as I then stated, incomplete, since they had not been prepared at my direction, and I was unable to vouch for them before handing them to counsel.

At yesterday's adjournment I delivered to counsel the set of notes which had been prepared by Mr. Clarke at my direction.

The complete set of notes discloses that not only were meetings omitted in the original set, but that in some instances the notes read into the record were not a complete transcript of the notes actually taken by, and in the possession of, Mr. Clarke.

Specifically, the complete notes, as delivered to counsel at yesterday's adjournment, show that the notes of the meeting of August 22, 1946,

as read into the record, were in fact only some eight or ten lines excerpted from notes of a negotiation meeting covering two or three pages.

When the complete notes are examined, it appears not only that Mr. Walsh's insistence on the producers conforming to the December 1945 award was not the sole noteworthy occurrence at the meeting, but also, as is shown by the word "later" prefixed to Mr. Clarke's version of Mr. Walsh's remarks, Mr. Walsh's remark on that subject did not even take place at the meeting, but was made when in the course of a protracted meeting the subject recurred in the course of an extended discussion of other subjects.

I was unable to call attention to these matters when the notes were placed in evidence yesterday, since I then knew only that they did not conform to my directions, but I was not aware until the authentic set reached my hands just before adjournment of the details in which or even of the extent to which they have now proved to be inaccurate and defective.

Mr. KEARNS. Now, Mr. Price, you knew these meetings were going on, of course?

Mr. PRICE. Yes.

Mr. KEARNS. Were you present?

Mr. PRICE. I was present at one meeting; the meeting I have forgotten the date of it. I think it was the 20th of September, in which they said that they were making arrangements with the Silberberg office, which is my office, for a member at each studio to contact us. We were engaged in handling the anticipated injunction suits if any violence developed. That is the only purpose for which I was at the meeting.

Mr. KEARNS. You knew Mr. Clarke was at the meeting?

Mr. PRICE. I knew Mr. Clark was at the meeting; yes.

Mr. KEARNS. Did you know he took notes?

Mr. PRICE. I did not at that time; no, sir.

Mr. KEARNS. Have you ever asked him for any of his notes of any of the meetings?

Mr. PRICE. I never asked him for notes of the meetings until in November of last year when I called in connection with the strike litigation, the injunction suits. I called Mr. Kahane. There had been an affidavit filed which said that we had failed and refused to bargain with the Conference of Studio Unions, and I called Mr. Kahane and asked him if he had any notes which would show the number of meetings that had been held during the first part of 1946.

He said that he did not, but he would—he was sure Mr. Pelton did. I called Mr. Pelton—I went then to the Producers Association and asked Mr. Pelton if he had any notes. He referred me to Mr. Clarke, who then produced one of these files and showed me the notes. I think there were 179 meetings in the first 9 months of 1946.

Mr. KEARNS. You got what you were seeking?

Mr. PRICE. I got what I was seeking, which was the list of the meetings.

Mr. McCANN. Just one moment. I want to ask one question. Would you mind passing the paper you just read from, sir?

Mr. PRICE. Surely.

Mr. McCANN. There is a conclusion in the last two words that I would like to have you clarify.

Mr. PRICE. Defective—

Mr. KEARNS. Is this another clarification?

Mr. PRICE. The last two words, I think, were "defective and inaccurate," or something of the sort.

Mr. McCANN. I want you to point out any inaccuracy that appears in these minutes.

Mr. PRICE. I just did. The only thing I noticed. I have had no opportunity at all, as counsel knows. I had had no opportunity to review this, to read, even to examine to see what they were, the notes that were handed me yesterday morning.

I received within 20 minutes of adjournment, I should say, this full set of 150 pages. That is the first I had seen of them. I did manage to read most of those or skim through them in that 20 minutes while a witness was on the stand. I have had no opportunity to compare them in detail. The only thing I have notes of is the one to which I call attention that the notes handed counsel in the morning, of the meeting of August 22, consisted of 8 or 10 lines, and the notes that were prepared under my direction, which were received and handed to counsel last night at adjournment, consisted of, as I recall it, a couple of pages; it may have been three pages.

Mr. McCANN. The 8 or 10 lines—

Mr. PRICE. Were accurate.

Mr. McCANN. Were in the first and were also in the second one. They were not inaccurate?

Mr. PRICE. They were inaccurate and they gave the impression, and counsel's examination definitely gave the impression, that was the primary purpose of the meeting, the only noteworthy thing discussed at that meeting.

Mr. McCANN. You recall we asked only that those portions of the minutes relating to this controversy should be furnished to us. We didn't expect, for example, to have every bargaining memo that was made during all of those days submitted to us as being pertinent to our inquiry. You understood that, didn't you?

Mr. PRICE. That is correct, Mr. McCann. May I explain that a moment? And then you put me very definitely on the spot by saying that you relied fully on me to see nothing was omitted.

I have been fairly busy in the last few days, the last week, and I had no opportunity to go out and read them. I was not going to entrust it to a stenographer in the producers' office or even Mr. Clarke, to make that determination, as to what was material. I told them to copy the whole thing and send it down.

Mr. McCANN. The point I am making is, is the only thing upon which you base your clause that they proved to be "inaccurate and defective" the fact that in the first minutes furnished to me, they only gave us what we asked for, and in the second minutes furnished to me they gave a record of everything else that transpired that day.

Mr. PRICE. If you want to put it that way.

Mr. McCANN. That is true, is it not?

Mr. PRICE. The inspiration for the words was due to the examination of Mr. Brewer yesterday, in which Mr. Brewer tried to say to counsel that he had been in many negotiation meetings during this

period, and he was interrupted and told they were not interested, the committee was not interested in the negotiation meetings.

Now, it appears that the remark about which he was questioned, and which he did not recall, was not in a meeting that was called solely for purposes other than negotiations. It was in a negotiation meeting. And not only that, that the remark was an incidental remark that came up in the midst of the discussions and not as an isolated thing at the beginning of the meeting.

Mr. McCANN. I would like to ask you, sir, whether or not you regard this statement as incidental at the time in question. This is August 22, 1946:

Walsh advises that any company that makes one single change in the administration of the AFL directive, in compliance with the new interpretation, will have all work stopped in the studios, exchanges, and theaters.

Mr. PRICE. Yes, sir. I regard it as incidental, because of this fact: We had already received, and there is in the record a letter from Mr. Walsh, telling us that he expected us to abide by our contract, that if we failed to do so, if we tried to change the directive in any way, he would use all the economic forces at his command. We already knew his position. We knew exactly what he meant.

That is already in the record, that letter. Now, we have a negotiation meeting. In the course of the negotiation meeting, apparently the subject comes up again and he repeats what he has already stated in his letter. The meeting wasn't called for that purpose. This was a negotiation meeting and this came up purely as incidental.

Mr. McCANN. Do you recall when we asked what he meant in his letter, he said he didn't know what he meant?

Mr. PRICE. He may not have known, but we thought we knew.

Mr. McCANN. You knew after you had the minutes of August 22, didn't you, because he said what he meant?

Mr. PRICE. The minutes certainly show what I would have anticipated he meant.

Mr. KEARNS. You don't refer to them as minutes now, do you?

Mr. PRICE. I don't care—

Mr. McCANN. Isn't it rather interesting that you say you already had this letter and the letter wasn't written until August 31, 1946?

Mr. PRICE. That would be very interesting if it were correct. I don't believe it is. I think, Mr. McCann, there are two letters. There is a letter in which he told us, that is this very short letter, half a page, in which he says that he expects us to abide by the award, and what-not.

Then on August 31 I believe he wrote this long letter in which he argues the point at length. That is my recollection. I stand to be corrected if I am wrong.

Mr. McCANN. In which he stated that if you try to abide by the clarification you will do so at your peril, isn't that true?

Mr. PRICE. I am not sure of the words.

Mr. McCANN. That is in the letter, or the substance of the letter of August 31, is it not?

Mr. PRICE. I didn't remember the words "at your peril." My recollection was—

Mr. McCANN. In substance it was that?

Mr. PRICE. My recollection was, "shall use such economic forces at my command."

Mr. McCANN. I think both of us are wrong on what he said, but I think we both know what he meant.

Mr. Chairman, at this time we will return to the witnesses who were testifying yesterday.

Mr. PRICE. May I make one more statement, Mr. Chairman?

Counsel called my attention to the fact that the name Price appears in these notes as being present at the meeting of August 22. I want to explain that is Byron Price, not Peery Price.

Mr. KEARNS. So understood, Mr. Price.

Mr. McCANN. Mr. Dumont.

Proceed, Mr. Dumont.

TESTIMONY OF JACK DUMONT—Recalled

Mr. KEARNS. Mr. Dumont, Mr. Luddy was not here, and I would not permit you to continue with a statement you had started.

Mr. DUMONT. I believe Mr. Luddy referred to—that is, he protested the court case showing we were not qualified. Mr. Luddy was never at the trial, does not know one bit of the testimony. One of the lawyers out of his office handled the case.

Mr. KEARNS. That is in the firm. We couldn't question that.

Mr. DUMONT. I mean, he referred to the testimony—

Mr. KEARNS. Law firms have many lawyers lots of times.

Mr. McCANN. Mr. Chairman, I wonder if at this time we should proceed with Mr. Dumont or whether you would prefer at this particular moment to have Pat Casey answer the \$64 question.

Mr. KEARNS. We will proceed at the moment.

Mr. McCANN. Mr. Dumont, yesterday you were testifying with respect to the qualifications of your group, and I hold in my hand the answer of the defendants RKO-Radio Pictures, Inc.; Columbia Pictures Corp.; Loew's Inc.; Paramount Pictures, Inc.; Republic Productions, Inc.; Twentieth Century-Fox Film Corp.; Universal Co., Inc.; and Warner Bros. Pictures, Inc., for themselves alone and not for any other defendants, and answer the complaint herein as follows:

Mr. Chairman, I wanted to read paragraph V of the answer of these companies.

Answering paragraph V, admit that plaintiff and several other holders of temporary permits issued by local 706 have been employed from time to time by these answering defendants over a period of time commencing prior to the past 2 years; and that those so employed over that period of time are sufficiently skilled to perform the duties required of them in their employment.

In order to set the date, I want to state this was filed on the 19th of December 1946. So it shows that it goes back 2 years or more beyond that.

Reading paragraph VI, the defendants stated:

Answering paragraph VI, admit that plaintiff and certain others among the persons employed as make-up artists who are sometimes referred to as auxiliary men, are qualified to perform the duties for which they have been employed; admit that the members of the defendant local 706 are qualified to perform the duties for which they are employed.

Now, here is the answer of the defendant, Vanguard Films, Inc., to plaintiff's complaint, reading from paragraph III, it states:

Answering paragraph V, denies that plaintiff has at any time been employed by this answering defendant.

As to all other allegations contained in said paragraph V, this defendant has no information or belief sufficient to enable it to answer thereto, and basing its denial on that ground, denies generally and specifically each and every allegation therein contained, except that it is admitted, on information and belief, that certain persons holding temporary permits from said local 706 have performed services as make-up artists from time to time for various motion-picture producers in this locality and that they possess the requisite skill and experience to perform the said services required of them as set make-up artists.

That was dated the 2d of January 1947.

Now, Mr. Chairman, I want to read a portion of the decision of the court in this case, which is No. 522139, Los Angeles, Calif., Tuesday, May 20, 1947. Decision of the court. It reads:

The COURT. I can't agree with you, Mr. Mohr, from the record in this case and all the testimony. I can't find for you. Your problem, I think, is a matter of legislation in the long run.

Mr. LUDDY. Why don't you read the entire decision? It is only a page and a half.

Mr. McCANN. Should I read it when we are only interested in legislation? We are only interested in the organization of this. I am not reading any of the full petitions or answers, either.

Mr. KEARNS. I want it fully understood here there would never have been anything referred to this court case had not the issue been brought up. I warned the witnesses before they went upon the stand not to refer to the issues in court. It was not brought up by the witnesses.

Mr. McCANN. The issue of the lawsuit. I understand you had something you wanted to complete telling us about. First of all, you say you are a make-up artist?

Mr. DUMONT. That is correct.

Mr. McCANN. Before you go on would you demonstrate to the committee the wig you are now wearing?

Mr. DUMONT. I don't know that I care to do that, but I can tell—

Mr. McCANN. Did you make that wig?

Mr. DUMONT. I did. I put the entire front on this hairpiece. I usually was assigned by heads of departments to take care of stars who wore hairpieces, because of the fact I was an expert of that. I will name Mr. Fred Astaire, whom I took personal care of through the picture, Ziegfeld Follies, budgeted between \$6,000,000 and \$7,000,000.

Jack Dawn, before the picture started, took hold of the telephone in his private office as I sat beside him and called Mr. Arthur Freed on the intercommunication telephone of the studio, and said, "Mr. Freed,"—he is the producer of the Ziegfeld Follies—"I have the man right here now in my office that is efficient, competent, and highly skilled in taking care of hairpieces. He will be able to perform the job of servicing Mr. Astaire through the entire picture." I was assigned as keyman on that picture.

With the Congressman's permission, I want to relate one incident regarding the law case. I believe it was brought up by Mr. Luddy; not by myself.

Our case was a most appalling miscarriage of justice; it isn't every judge that is right. That is why we have appellate courts, and we were going to carry it up on appeal but the union informed us if we waived our right to appeal they would give us work, so we all had to sign this waiver.

After we had all signed the waiver, I believe, approximately six or seven, even eight of our men were thrown a bone. They got a day's work or 2 day's work.

Mr. McCANN. Let's forget the lawsuit. We want to know what we can do for you.

Mr. DUMONT. I thought I had gotten away from the lawsuit by saying we were given a couple of days' work. The business was so unprecedently active up to about a month ago, when the change was—unexpectedly came, that this local 706 of the IATSE was doubling up their men while 42 of us were looking for jobs, begging to go to work, with the employer ready to receive us. This union doubled up their own journeymen and sent them from one studio to another.

As for example, if Warner Bros. is a little slow today and Columbia is busy, Columbia will ask for five or six journeymen from Warner Bros. So Warner Bros. have these men on their pay roll and they send them to Columbia, where they come early in the morning, about 7 o'clock, and do only an hour's work or 2 hours' work in getting out the extras and the bit players.

Then they return to their respective studio, Warner Bros. They receive two checks, a full day's check from Columbia for that hour's work, and they go back to their regular pay roll, which amounts to \$35 a day, approximately; so they have drawn two checks, while we are trying to get a job.

That has been going on just recently. On top of that, they sent their apprentices—I believe it is a violation of their own bylaws—apprentices who haven't been in the business a year even. They sent them over to Universal Studio, and they draw journeyman's wages.

After representing the permit make-up artists to the producers as qualified journeymen from 4½ to 5 years, this local 706 of the IATSE now contends we are not qualified. Then this local certainly has been prostituting the funds of the employer. I would say definitely they must have been misrepresenting it because we have been doing qualified journeyman work of the highest skill and type that any of the best journeymen in that organization could perform.

As I stated before, of these 42 men, they have handled from 550 to 600 pictures, as I would say, practically keymen positions, which is the highest a journeyman could be assigned to in the make-up industry, next to being a department head.

Mr. KEARNS. I think that is fairly established. Were you always willing to comply with the bylaws and the constitution of that organization?

Mr. DUMONT. Yes.

Mr. KEARNS. If you were given a permit?

Mr. DUMONT. Yes, sir; I certainly did.

Mr. KEARNS. You didn't try to re-write their constitution or bylaws?

Mr. DUMONT. No. We had no chance, anyway, to do anything. We were told, practically, that we couldn't talk about work, even. We were afraid to talk to one another on the phone about it. We were ordered not to go out and look for a job on any lot or our cards would be taken away.

We carried out the bylaws of that union to the letter. I don't believe I testified to this. There is not one existing complaint in 5 years against any of these men for incompetency or because they were not

skilled. To the contrary, I will say, and I know it is indubitably correct, every one of these men have been requested and demanded, not only by the employer, by the heads of the departments who are associated and members of the union, who do the hiring.

Might I add something, Mr. Kearns? I think it is vital. It is definitely my opinion, though. The heads of departments in the make-up are, in other words, foremen. The foremen who are union members are at all times obligated to hire the union members. I cannot see, and I haven't been able to see for many years, how a foreman or a head of a department could be anything but an integral part of management. I am positive that is what has caused the divorce between the management and the employees.

I believe it is undemocratic and we will not restore to democracy in industry until management puts in a representative representing management, to hire the help, to bring a closer tie between the employer and the employee. That is one of the reasons that we were fettered for these many years, because the union member who is the head of the department will take his journeymen, whether they are competent or qualified or not, before we can go to work; even if the producer, the employer wanted to hire us, he couldn't. The head of the department will take off of his list—I mean—pardon me—the union will submit the list of available men, and there are plenty of those on the list, and they are allocated off to the different studios before the head of the department can pick up from that union the permit make-up artist he wants.

Mr. McCANN. Well, you tell us now if you were ever bumped from a job?

Mr. DUMONT. Yes. There is a union rule that specifically is supposed to be abided by, that when a make-up artist is assigned to a picture, he is to stay on that assignment, because the make-up artist is taking care of the stars, the other principals in the cast and naturally he has the key to their make-up and nobody else has.

He starts the picture and he is to stay on that assignment. They carried out that rule for the journeymen, but not for the permit make-up artists. To cite my particular case—

Mr. KEARNS. Before going to that, a journeyman can come around and bump you?

Mr. DUMONT. Yes, any time.

Mr. KEARNS. That is true in a lot of unions, Mr. Counsel; that carries down through where a man is an established member of a union he can bump what we call an extra worker. That is all through the country.

Mr. McCANN. The point he is making, Mr. Chairman, that I was trying to bring out here, he is on a job, he is the make-up artist working with the stars, and in the midst of this work he is taken off of it to put in someone else because he is a permit man and they are regular.

Mr. KEARNS. The journeyman belonging to that union may have been away and come back. He has the right to bid in a job. That is a fundamental policy through labor.

Mr. McCANN. Do you think, Mr. Chairman, they should be able to do that against the wishes of industry?

Mr. KEARNS. Well, that is highly debatable, Mr. Counsel, I think, there.

Mr. McCANN. Mr. Chairman—

Mr. KEARNS. Although in specialized work, like this, probably there is more possibility of consideration of the individual. I mean, when you are going right down the union line, seniority rights are very important as a factor in the union. I don't think you can start getting into that in this hearing. That has been debatable for a century.

Mr. McCANN. What did the written part of the examination given by the local consist of?

Mr. DUMONT. The examination was to consist of three phases; practical, the oral, and the written.

The written was the signing of the application to take the examination.

The oral questions which only seven of us had a chance to listen to, because they had disqualified everybody before the last night, except seven of us—they brought me into the room separately with the examining board and the executives, and they asked me if I thought the examination was fair.

I couldn't very well have said "no."

Then they asked me if I had any prejudice or grudge toward any member in the union.

So I said—I didn't have, I said. If I did have, certainly obliterated it from my mind. I wanted to start a new slate. I told them I did not have any prejudice against any union member.

A very surprising question—it wasn't exactly a question, what they had informed me—that regardless of the grades I had made on the examination, I was still to be voted on.

Mr. McCANN. And that constituted your written and your oral examination?

Mr. DUMONT. That is right. That is correct.

Mr. McCANN. While you might have the ability, for example, to build the Empire State Building, insofar as workmanship was concerned, and you were disqualified after that to go out and build the smallest edifice in the world by virtue of the fact they found you weren't qualified?

Mr. DUMONT. I can corroborate that in another way. To emphasize that, right after I was disqualified on this examination, Mr. Wally Westmore, of Paramount Studio, the head of the department, demanded that I come over to his studio and be keyman in charge of a million-dollar Hal Wallis picture, which I did for 2½ months entirely by myself. There were several journeymen on the list. He refused to take them and demanded I be sent over to do the picture.

Mr. McCANN. I think that is all, Mr. Chairman.

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. TAYLOR. I do, sir.

TESTIMONY OF CARLEY TAYLOR, MAKE-UP ARTIST, HOLLYWOOD, CALIF.

Mr. McCANN. State your name and your address.

Mr. TAYLOR. Carley Taylor, 12734 Moorpark Street, North Hollywood.

Mr. McCANN. And your telephone number?

Mr. TAYLOR. Sunset 2-4098.

Mr. McCANN. Give us briefly the experience which you had prior to the work which you did for the studios as a make-up artist.

Mr. TAYLOR. Well, I have been connected with the motion-picture business since about 1923. I have worked as a make-up artist since July 1942.

I think it was January or February 1943 I was at Twentieth Century-Fox when I had to go to Metro-Goldwyn-Mayer for a re-take as an actor on a picture. After I was there about 9 days I came back, and I was told by the head of the department I would either have to give up acting or make-up, I couldn't do the two together. I said, "Well, I will give up acting."

So, about I think it was 2 or 3 months after that when I went on a picture called Guadalcanal Diary while I was on that picture I received a letter from local 706. Would you like to read it?

Mr. McCANN. Mr. Chairman, this is a letter on the stationery of Make-Up Artists and Hair Stylists, Local 706. July 12, 1943.

Mr. CARLEY TAYLOR,
Carlsbad Hotel, Carlsbad, Calif.

DEAR CARLEY: We have been expecting you home week after week, but as you have not arrived as yet we would appreciate your forwarding us your check for \$9 to cover fees for the months of May, June, and July.

As a new quarter is approaching on August 1, I did not wish to have both these quarters come in on you at one time.

I will have to hold your card here until your return, as same must be signed in our presence.

Very truly yours,

E. W. OVERLANDER,
Secretary-Treasurer.

Mr. TAYLOR. I sent them a check for that, and I paid dues for over a period of 3 years, the same dues as any union man did, but I had no privileges to attend any meetings or have any voice in the union.

So the next thing that happened to me, I was at Twentieth Century-Fox for a period of about 2½ years, I think. I was assigned to a picture called Thunderhead, and I went on this location on this picture—I went to Oregon and I came back and I went to Utah, and I was there over 2 months.

When the picture finished, later on when the retroactive pay came in, I applied for it. I was told by the paymaster there was no key salary for me.

So then I called up the make-up department, and they told me—the assistant department head told me that the key salary was assigned to some journeyman in the department, and it would be advisable for me to keep quiet, say nothing about it. I was the only make-up artist on this picture. It was a very special job, technicolor. I had to do my own greases, nobody else mixed the make-up. I want to show you the importance of the deal.

The next thing that happened to me, I was doing a picture called The Dolly Sisters.

Mr. McCANN. Did you ever find out who got that money?

Mr. TAYLOR. No, sir; I didn't. I was told to keep quiet.

Mr. McCANN. Who told you to keep quiet?

Mr. TAYLOR. The assistant department head.

Mr. McCANN. Who was that?

Mr. TAYLOR. That happened to be Dick Hamilton. He said, "Skip it." In other words, just forget about it.

Mr. McCANN. He was a producer?

Mr. TAYLOR. No, he was the assistant department head at Twentieth Century-Fox.

Mr. McCANN. Was he an employee at Twentieth Century-Fox?

Mr. TAYLOR. Yes.

Mr. McCANN. Or a member of your union?

Mr. TAYLOR. He is an assistant department head. He was a make-up artist.

Mr. McCANN. He is a make-up artist?

Mr. TAYLOR. And he is the assistant to the department head.

Mr. McCANN. I see.

Mr. TAYLOR. In other words, he said, "Skip it, drop it." In other words, he figured it wasn't worth squabbling over. So I did.

The next thing I was doing was a picture called *Dolly Sisters*, and while I was in this picture, about a month before I finished this picture, I happened to be in the office of the assistant department head, Mr. Nye's office, when Mr. Ernest Parks came into the room. I think he was a secretary or treasurer or vice president of local 706. He was working there as a journeyman.

He walked in and he said, "Carley, I have some bad news for you." I didn't say anything.

He proceeded. He said, "You are supposed to be down there; instead of that you are up there." He says, "In other words, you are supposed to be an auxiliary. Instead of that you are running our largest productions at Twentieth Century-Fox." He said, "You are too good and you are too much in demand." He says, "We have had no complaints about you from any department head. You will have to quit; we can't fire you."

Then Mr. Nye spoke up and said, "I don't want Taylor to go. He is one of my best men."

Parks spoke up and said, "That is orders from the union."

I was told to call up Mr. George Hays, who is the head—manager—of local 706.

I called him up and he told me—he said he knew all about it. He said, "I will tell you what you do, Taylor. Call me up about a week before you finish your picture." He said, "I will get you set at any other studio you want to go to."

I said, "All right." I finished the picture. I was out of work almost 6 weeks. Then I received a call to go to Monogram for a day. I stayed there and made four pictures. That was the last production there.

Then I went to Universal for 1 day. I stayed there 16 months. While I was there I received a phone call from Miss Betty Grable. I happened to be on the set when I received a call from the department. They called me to call Miss Grable.

I called up Miss Grable and she said, "I just want to know would you like to do my next picture with me?" I had done several with her before.

I said, "Yes, I would love to, but I am an auxiliary. I can't leave this studio." We didn't have that privilege.

She said, "I am not interested in that. I just want to know if you would like to do the picture with me."

I said I would. I learned later on that Miss Grable had called up Mr. Hays and Mr. Hays told her she could have me but if I did the picture with her I would never get in the union.

She called me and said, "I don't want to cause you any trouble," she says, "I like your work and all that. I would like to see you get in the union. I will wait until you get in the union."

So we dropped it at that. Well, about a month after that I got a letter from local 706 telling me to come up to the union. And the next thing was I was told to come up there and I reported. When I got up there I discovered I had to appear in front of the executive board. I was charged with giving out publicity.

Well, I denied it. I told them I had no knowledge of it. So Mr. Ben Knight—Bill Knight—came to my rescue and said if I said I didn't know anything about it, he would believe me. He had known me for a good many years.

So I dropped it, and, gentlemen, to prove my point, here is a magazine. It is an August magazine, 1947. Here is a story by Ben Knight, the head of the make-up department of Twentieth Century-Fox, and here are two pictures of myself, one making up Miss June Haver and one making up Miss Betty Grable, and I have not been at Twentieth Century-Fox for over 2 years, so I prove my point that they are lying, shown by this episode. At this same meeting Mr. Ernie Parks brought up the subject about the conversation I had with Miss Grable over the telephone, and I told him the story, and then he said to me, he said, "Now, in the future, if you get a phone call from Miss Grable, I don't want you to talk to her. If she wants to talk to you, refer her to local 706." In other words, I couldn't even talk to her.

I said, "All right," and I was dismissed.

The next thing that came up was this rigged examination in October.

Mr. KEARNS. Pardon me there: On that idea, do you know Miss Grable well enough to get a letter from her to verify your statements? Not that we don't believe you, but would she be glad to write a letter for you?

Mr. TAYLOR. Yes; I think, if you subpoena her, she would come, as far as that is concerned.

Mr. KEARNS. I am having enough box-office appeal without that.

Now, I would like for the record, though, if we could have her send a letter to the committee stating that she requested your services because of your recognized ability. Do you think you could get that letter from her?

Mr. TAYLOR. Yes; I can get it.

Mr. KEARNS. Thank you very much. Proceed.

Mr. TAYLOR. Then this rigged examination came along. I went the first night to the examination and I went the second night. The following day after the examination I was called from local 706 and told that I had failed the examination. I hadn't even completed the examination.

Well, I returned to the department the next morning—I had this work at Universal—and I said, "Well, gentlemen, I let you down last night." They said, "What do you mean—let us down?" I said, "Well, I failed."

Then a good operator who was a journeyman went on the telephone right in my presence, and he called that local 706 and he spoke to Mr. George Hays and he says, "They are all quite interested in hearing

about a man like Carley Taylor. What happened to him?" He talked to him a few minutes, and he turned around and he said, "Well, Hays said he had about a million complaints—I don't know about a million; he said they had many complaints from different departments, and he doesn't know anything about it." He spoke to him and he says, "That is funny; I am supposed to be an alternate in the examination, but I was not called, but I will go tomorrow night if they need me." So I says, "O. K."

Well, shortly after that I discovered that I failed on a beauty make-up. At the time I was doing this examination I was making up Susan Hayward in *Smash-Up*, one of the biggest pictures that Universal had, and I was doing the beauty make-up to her. Well, I dropped it at that.

In other words, I was keeping quiet, still trying to get into this union.

So the next thing that happened, this court suit started. Well, I eventually got into it, and my name was drawn by lottery. So I still was employed at that time. I just previously—I would like to state an example, after I failed the examination the assistant department head, Mr. Paul Ely, went on vacation. While he was on vacation I was put in his job; with a lot of other journeymen on the lot, I was put in his place to do all his make-ups, and he had some very high-class make-ups to do.

Well, the next thing was, this court suit came up, and I think it was 2 days after the examination came I was fired from the studio. Finally I went back there about 2 weeks; I did one; then another week or two afterwards I got about a week's work; then the next thing Mr. Ern Westmore called and gave a day's work, and I had to leave the next day because he said there was a journeyman came back. Then I went to first Warner Bros. and I worked 2 weeks more, and then the case came up, and the attorney for local 706 said he had written us a letter, and then later took it up with our counsel, and he said that the attorney asked for whatever they ask for, an injunction, the attorney for the local then said that there would be no discrimination whatsoever with us.

Well, I haven't worked since January, and I could have done three pictures of the Universal studio, where the producers asked for me, and if I had a card today I could be working tomorrow.

Mr. McCANN. Mr. Chairman, I have no further questions.

Just a minute. Do you have anything further?

One question proposed by counsel here—

Mr. TAYLOR. May I add two letters? These are two letters from cameramen that I have done pictures for, if you would like to read them.

Mr. McCANN. I think they should be put in the record, Mr. Chairman.

Mr. KEARNS. We will have those submitted as evidence and copied in the record.

(The letters referred to are as follows:)

BEVERLY HILLS, CALIF., March 14, 1947.

To Whom It May Concern:

Mr. Carley Taylor has been employed in charge of make-up on several motion-picture productions which I have photographed. His work was so well done, his

eagerness to please and attentiveness to duty so unusual, that I was prompted to voluntarily request that he be assigned as make-up man on my next production, Smoky. He had worked with me on Guadalcanal Diary, which was made with black and white film, and Thunderhead, Son of Flicka which was Monopack-Technicolor, both of which films presented many difficult make-up problems.

As the cameraman and make-up man must work together with the utmost co-operation, it follows that we require the best and most interested men available. Mr. Taylor more than fulfilled these requirements and as long as he was employed at our studio he was in great demand.

It gives me great pleasure to recommend the work of Mr. Carley Taylor. His capabilities are a credit to the make-up profession.

Most sincerely,

CHARLES G. CLARKE,

*Director of Photography, Twentieth Century-Fox Studios, Beverly Hills,
Calif.*

MARCH 18, 1947.

To Whom It May Concern:

Carley Taylor has worked with me on different productions, namely, Pin Up Girl, Diamond Horseshoe, and The Dolly Sisters, all of which were photographed in technicolor in which make-ups must be perfect. I have always been very confident of good make-ups whenever I was fortunate enough to have Carley Taylor with me. He seems to have a natural gift and be able to make up our female stars so as to give them that glamorous effect that is so much desired. I know that Betty Grable and June Haver have always wanted him to make them up whenever it was possible, and my experience is that he can put on a better make-up than any make-up artist I have had work with me.

Yours truly,

ERNEST PALMER,

Director of Photographers, Twentieth Century-Fox Studio.

Mr. TAYLOR. May I just state something? I am not against unions. I mean, I would love to get into the union. I am a labor man 100 percent. I would like that understood on the record, because some people, if it is not made sufficiently clear, might think that I am making statements against the union. I am not against the union. I think it is a wonderful thing, and I have been begging to get into this one. I have done everything. I was willing to pay the \$500. I even told them, the day when the examination was being taken—this last one when they put 10 men and they passed them all—and I said to one of the journeymen there—he said, "Why don't you take the examination?" "I am willing any time to take the examination." They didn't even let me do that.

I just want it understood that I am not against their principles or rules.

Mr. McCANN. That is all, sir.

Mr. Charles Lauder.

Mr. KEARNS. Do you solemnly swear the testimony that you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. LAUDER. I do.

TESTIMONY OF CHARLES LAUDER, MAKE-UP ARTIST, HOLLYWOOD, CALIF.

Mr. McCANN. State your name and your address.

Mr. LAUDER. Charles Lauder, 6138½ Glen Alder, Hempstead 4248.

I will start my story after being discharged from the service when I entered make-up. I was doing make-up for about 2½ years after that time. In January of 1946 my card was revoked.

Mr. KEARNS. Pardon me. What were you doing before you went into the service?

Mr. LAUDER. I was an actor.

Mr. KEARNS. You didn't do any make-up then?

Mr. LAUDER. Oh, yes, sir; to ourselves.

Mr. KEARNS. You made yourself up?

Mr. LAUDER. Yes, sir; I did make-up for many years on the stage, and everything else, so I know something about it, so that was one reason why I went into the make-up business on my return from service. I did a very good job for 2½ years, working at various studios where I have been keyman on some pictures, and other pictures I have just helped out.

After that two and a half years, in January of 1946, my card was revoked. So I asked about it, and they said they were just picking up a few cards. So there was nothing I could do about it. I wrote a letter in to the executive board and to Mr. Hayes, the general business agent for the local, requesting a review of my case, if anything I had done had offended anybody, I humbly apologized, and everything like that. I have a copy of both letters in my pocket.

Mr. McCANN. Let's see them, please.

Mr. Chairman, I call your attention to two letters dated Los Angeles, Calif., February 5, 1946. The first is to Mr. George Hays, Make-up Artists, Local 706, 1627 North Cahuenga Boulevard, Hollywood 28, Calif.:

Dear GEORGE: Enclosing a copy of the letters that I sent to both executive and auxiliary board asking for a review of my case.

I sincerely hope and trust that they will reconsider and give me another opportunity for which I will do more than my utmost to be worthy of.

Yours truly,

CHARLES LAUDER.

Another letter the same date to the executive board, Make Up Artists, Local 706, 1627 North Cahuenga Boulevard, Hollywood 28, Calif.:

GENTLEMEN: Having been told by Mr. George Hays that I was no longer eligible for work as an auxiliary make-up artist, I wish to take the liberty in this letter to state that for the two and a half years which I have worked as an auxiliary make-up artist I have had the pleasure and opportunity of working for a great many make-up artists who have helped and guided me on many occasions, and for which I am very grateful.

If, in my sincere efforts to do a satisfactory job, I have offended in any way, it is my sincere desire to humbly apologize and request the board for a review of my case.

Thanking you kindly for whatever consideration you may show me, I am
Sincerely,

CHARLES LAUDER.

Had you been charged with anything?

Mr. LAUDER. No, sir; I never knew what the occasion was.

Mr. McCANN. What were you told—that they had just discontinued your work?

Mr. LAUDER. I asked about it and they just said, "We were picking up a few cards," and that was all. I happened to be one of them.

Mr. McCANN. They were just picking up your card?

Mr. LAUDER. That is right.

Mr. McCANN. And you didn't know what you had done?

Mr. KEARNS. You must remember, Mr. Counsel, what is important in this situation is that when your card is picked up the work stops.

Mr. McCANN. That is what I am conscious of, Mr. Chairman, and it seems to me a rather tragic situation. I am wondering why there should ever be any such thing as an exclusive contract that deprives men with qualifications of an opportunity to work in any business. I am wondering whether something should not be done to give people who are qualified an opportunity to work in their chosen vocation.

Mr. KEARNS. Well, this man can still earn a living. He can go out to work.

Mr. McCANN. Where?

Mr. KEARNS. I mean he can go to work in some other field, but he is prepared to work in this field and he wants to work in this field. That is the thing I want to get over.

Mr. McCANN. I would like to ask him if he can do make-up.

Mr. KEARNS. Not make-up. He can go out and do something else, probably.

Mr. LAUDER. I can't go back to acting, because my card is suspended from the Screen Actors Guild, and after being away for a good many years I have not done any work on pictures. Well, there is my service. You can go back for quite a number of years.

Mr. McCANN. How long have you been out of work, sir?

Mr. LAUDER. I have been out of work since. Of course I was requested on a job just here recently, Mr. Gus Norin, and I was just helping out there for about 4 days, and I know Mr. Norin had great difficulty in keeping me on the job, because there are journeymen out of work, union men out of work. And he says, "I need Lauder because," he says, "he has two or three bit people who are quite important and he has a lot of hair stuff to look after, and so on." So the union gave him permission to keep me for the balance of that sequence, which lasted 4 days. Upon the end of the 4 days I was dismissed and I have not worked since then; for all the time since March, we will say, when I finished the last picture, which was Repeat Performance, which I was keyman on, I have only worked about a week altogether.

Mr. McCANN. And that was in March of 1947?

Mr. LAUDER. Yes, sir.

Mr. McCANN. And you have had 1 week's work since March 1947?

Mr. LAUDER. That is right.

Mr. McCANN. Proceed with your statement, sir.

Mr. LAUDER. Then my card—after receiving no reply or anything from these letters, I just went about and I entered a little business transaction which I made a few dollars on, a friend of mine, which has no bearing on the case, and in August or July my card was given back to me.

Upon receiving my card and being able to go to work, I immediately went to work in the studio, and which was in August of 1946. I was put in charge of various productions over there and along in October an examination came up, of 1946, and which I took the examination, and I, like 21 others, why, we were told the second night that we failed and don't come back the third night.

Mr. McCANN. What was your written examination?

Mr. LAUDER. Well, I didn't receive a written examination. I took the examination. The first thing was a face make-up which they put out—I mean they told us to do. We brought our subjects. The

first night was a woman, I believe; the second night was a man, and we were told to do just what they asked us to do, beards and so forth; and the third night was supposed to be something else which I don't remember, because I was told not to come. So, of course, being very disappointed about it, I know that when I was informed by my department head not to go back tonight, that I failed, well, you can imagine how I felt, because I was very anxious to do a good job, and which I have, and I had failed; I was trying to be a good make-up man and was told that I failed, it was quite a little shock to me after doing the work and I had had the results I am doing; that it is good enough for my department head and the director and everybody else, but it was not good enough for the examining board.

Mr. McCANN. Have you done any work on some of the stars at the studios?

Mr. LAUDER. Yes, sir.

Mr. McCANN. Would you name a few of them?

Mr. LAUDER. I did quite a bit of work, a lot of independent—I mean Eagle-Lion productions; there they are featured players. They are not probably as big as Miss Grable and so forth, but the make-up you do on the little girl who probably does the leading part in a western, we will say, requires just as much, if not more, probably than Miss Grable needs. In other words, they are small-budget pictures, but you don't give them small-budget make-up at all. I mean, I give just as good a make-up and I take just as good care of Terry Austin in a Philo Vance picture as I would if I was assigned to Miss Grable or some of the stars you asked me about, Mr. McCann. I mean, I can mention Terry Austin, Sue Williams, Ann Staunton, Franchot Tone, Tom Conway, Richard Bezar, and many other members. I just skipped over quite a few. Of course, some of those names are not as much in the limelight as others.

So, on being told—my department head told me, that I was not to go to work, and I said I was very disappointed, he said, "Don't worry about it," he would forget about it if he were me, and so he says, "Go on back." I was doing a job at that time, I believe it was Lost Honeymoon, which was Mr. Tone, and I was keyman in that; I was responsible on the job for my department in that picture; and I was assigned to another picture from which I have just been released, just a few days ago, Repeat Performance, with Joan Leslie and Louis Hayward.

Mr. McCANN. Do you have any letters of recommendation as to your ability?

Mr. LAUDER. Yes; I have.

Mr. McCANN. I would like for you to submit those and we will receive them as reference exhibits, Mr. Chairman, instead of having them reproduced.

Thank you so much.

(The documents referred to will be found in the files of the committee.)

Mr. McCANN. Is there anything else you would care to tell us, sir?

Mr. LAUDER. I just went on and did the picture and finished it, and of course this business we all realize that it is busy and then at times we have a slump period, and we are in a slump period right at the

present; so I would just like to say this again, as Mr. Taylor said previously, that I want to be a member of the union and I am doing my best; I still want to be. I am willing to abide by all the rules and regulations and to become a member. I am not fighting the union. I am fighting to become a member of it. I believe in it; always looked at the insignia of IATSE which has been in the department head's office and I said, "Well, here is hoping I become a member of it."

Mr. McCANN. It may be that the Congress of the United States may have the authority or power to provide that men who have the qualifications for membership and who have proven those qualifications may not be denied. I believe, Mr. Chairman, that it is a reasonable thing for the Congress to consider, when men have the qualifications to do a job, and have proven those qualifications for membership in a union, they should not be denied the right to work.

It seems to me that is a reasonable thing.

That is all, sir.

Mr. McCANN. Art Dupuis.

TESTIMONY OF ART DUPUIS—Recalled

Mr. KEARNS. You have been sworn, Mr. Dupuis?

Mr. DUPUIS. Yes.

Mr. McCANN. I believe you had some records that you wanted to show us, sir. Will you please produce them?

Mr. DUPUIS. Yes, sir. I have here letters that are rather important to me. If they are written in the record, I would like to have the original.

Mr. McCANN. May I see those letters, sir?

Mr. DUPUIS. Yes, sir.

Mr. McCANN. Mr. Chairman, I will read in the record these letters so they may be returned to him [reading]:

DECEMBER 4, 1946.

Mr. ART DUPUIS,
Make-up Department, Republic Studios,
North Hollywood, Calif.

DEAR ART: Have just seen a release print on "The Plainsman and the Lady."

I want to compliment and thank you for doing such a nice job on my make-up for this picture. As you will remember I had a change of age ranging from 25 to 55 years of age and I am sure when you see the picture you will be very pleased with the result.

Again, Art, thanks; and I hope I may have the pleasure of again having you handle my make-up in future pictures.

Yours very truly,

BILL ELLIOTT.

DECEMBER 20, 1946.

DEAR SIRS. The bearer of this note has been associated with me as make-up man on approximately 14 pictures. These included features, westerns, color pictures, and serials.

As a cameraman for the past several years, I have never had anyone more diligent or constructive than Arthur Dupuis in his chosen line of work. His personality and diligence will be a credit to any company.

Sincerely,

E. F. "BUD" THACKERY,
Care of Republic Studio.

REPUBLIC PRODUCTIONS, INC.,
REPUBLIC STUDIOS, OFFICE OF THE PRESIDENT,
North Hollywood, Calif., December 18, 1946.

To Whom It May Concern:

Art Dupuis has been in the employ of Republic Studios nearly 3 years, and during that period his services have been very satisfactory.

He is intelligent, industrious, and efficient in his work, and I do not hesitate recommending him to anyone desiring the services of a high-class make-up artist.

Yours very truly,

HERBERT J. YATES.

Have you any other documents you wish to submit?

Mr. DUPUIS. Yes, sir. I have a photostatic copy of my work record through local 606, produced at our trial starting April 19, 1943, up until the 12th of December or the 20th of December 1946. I was queried on my statement of yesterday. This, I believe, will show that I was working as a make-up artist for that period of time.

Mr. McCANN. Mr. Chairman, I move that that be received in evidence and reproduced in the record at this point.

Mr. KEARNS. No objection.

(The document referred to is as follows:)

Arthur Dupuis

Studio	From—	To—	Studio	From—	To—
<i>1943</i>					
RKO		Apr. 19	MGM	Mar. 30	Mar. 31
Do	Apr. 22	Apr. 23	Do		Apr. 25
Republic		Apr. 28	Do		Apr. 27
General Service		Apr. 29	Republic		May 17
Do		Apr. 30	Do	May 18	May 25
Do	May 3	May 4	Do	June 15	June 16
Republic		May 6	Do	June 19	June 26
Do	May 8	May 13	Do	June 29	July 9
General Service		May 15	MCM	July 10	July 18
Fox Hills	May 18	May 22	Republic	July 19	July 20
Do	May 25	June 7	Do	July 23	Aug. 31
MGM		June 8	MGM	Sept. 4	Oct. 13
MGM. (6 weeks)	June 14	Dec. 28	Paramount	Oct. 15	Oct. 16
Do		Dec. 30	Republic	Oct. 17	Dec. 12
<i>1944</i>					
MGM	Jan. 4	Jan. 7	MGM	1946	Jan. 8
Do		Jan. 19	P. R. C.	Jan. 9	Jan. 19
Do	Jan. 20	Jan. 21	Monogram	Mar. 8	Mar. 18
Do	Jan. 22	Jan. 25	Do	Mar. 25	Apr. 4
Fox Hills	Jan. 28	Jan. 29	Republic		Apr. 5
Andrew Stone		Feb. 2	Alexander Stern		Apr. 9
Do	Feb. 3	Feb. 7	Republic		Apr. 10
Fox Hills	Feb. 14	Feb. 21	Republic	May 15	May 20
MGM	Feb. 25	Mar. 2	Comet Productions	May 24	May 25
Do	Mar. 8	June 7	Do		May 29
Republic	June 14	June 27	Republic		May 31
MGM	June 28	July 1	Fox Hills		June 8
Do	July 9	July 10	L. Lewin	June 6	June 13
Republic	July 11	Aug. 31	MGM	June 10	June 19
RKO		Sept. 1	Fox Hills	Sept. 17	Sept. 23
Republic	Sept. 6	Dec. 18	Warner Brothers		Sept. 25
RKO		Dec. 19	Fox Hills		Sept. 28
Do	Dec. 20	Dec. 26	Paramount	Sept. 27	Sept. 30
Republic		Dec. 28	Fox Hills		Oct. 4
<i>1945</i>					
Republic	Jan. 5	Mar. 5	George Pal		Oct. 23
RKO		Mar. 9	RKO	Oct. 26	Oct. 25
General Service		Mar. 10	Fox Hills	Oct. 26	Oct. 28
Republic	Mar. 12	Mar. 23	Republic	Nov. 9	Dec. 20

Mr. DUPUIS. I also have a couple of pictures of make-up that I would like very much to introduce. May I show you, Mr. Chairman? This is the same man.

One of them is himself, the other of this was a character of Tom Mix, no appliances were used, nothing but make-up, high lights, and shadows.

Here is another, a woman playing a dual role in a picture.

Here I testified yesterday about an Abbott and Costello picture, and this will show you how I applied make-up to Mr. Costello, two pictures, two pieces of make-up. One is as himself, the other as a woman.

Here is a picture of a beauty make-up, on which, by the way, I failed to pass the examination. I have numerous others. This is all that I thought I needed to bring down.

Mr. KEARNS. Would you show those to counsel, please.

Mr. DUPUIS. Also I have here photostatic copy of my war-emergency permit card and the last card, temporary working permit issued to me in July of 1947.

Mr. KEARNS. I think it important, Mr. Counsel, that these permit cards be entered into the record.

Mr. McCANN. Did you give them to the reporter, sir?

Mr. DUPUIS. No; I didn't.

Mr. McCANN. Pass them to him, if you please, to be reproduced at this point.

(The documents referred to are as follows:)

Art Dupuis	<p style="text-align: center;">LOCAL No. 706, IATSE 1627 North Cahuenga, Hollywood 28, Calif. 5391 TEMPORARY WORKING PERMIT</p> <p><u>Issued to: Art Du Puis.</u></p> <p><u>To work as: Aux. Make-up artist.</u></p> <p><u>From: 6/1/47 until 6/30/47.</u></p> <p style="text-align: right;"><u>KARL HERLINGER, Jr.,</u> <i>Secretary-Treasurer.</i></p>
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See That Stamp is Affixed

For Each Quarter

AUG.	FIRST SEPT. (Stamp) QUARTER	OCT.	FEB.	THIRD MAR. (Stamp) QUARTER	APR.
	NOV.	DEC. (Stamp) QUARTER	JAN.	MAY	JUNE (Stamp) QUARTER

I hereby certify that I agree to all conditions contained in my application, which was duly noted and signed by me, and will surrender this card upon demand.

ARTHUR DUPUIS.
Signature

Fees paid to local union No. 706

Date	Amount	Sig. of Fin. Sec'y.
8/9/43	9	E. W. Overlander.
11/10/43	9	E. W. Overlander.
2/21/44	9	Ernie Park.
5/10/44	9	Ernie Park.

This Card To Be Returned to the General Office

Date	Particulars	Amount	Signature of Secretary

Conditional War Emergency.

Temporary Working Card: 833.

Issued to: Dupuis, Arthur.

By: Hollywood, Calif., Local Union No. 706 of the International Alliance of
City StateTheatrical Stage Employees and Moving Picture Machine Operators of the
United States and Canada, Affiliated with the American Federation of Labor._____,
President./s/ *E. W. OVERLANDER,*
Secretary.

Season 1943-1944

See That Stamp Is Affixed

for Each Quarter

AUG.	FIRST	OCT.	FEB.	THIRD	APR.
	SEPT. (Stamp) QUARTER			MAR. (Stamp) QUARTER	
NOV.	SECOND	JAN.	MAY	FOURTH	JULY
	DEC. QUARTER			JUNE QUARTER	

I hereby certify that I agree to all conditions contained in my application,
which was duly noted and signed by me, and will surrender this card upon
demand.ARTHUR DUPUIS.

Signature

Fees paid to local union No. —

Date	Amount	Sig. of Fin. Sec'y.
8-17-45	12.50	Ernie Park.
11-21-45	12.50	Ernie Park.
2-18-46	12.50	Don Roberson.

This Card To Be Returned to the General Office

Date	Particulars	Amount	Signature of Secretary

Conditional War Emergency.

Temporary Working Card : \$33.

Issued to : Dupuis, Arthur.

By : Hollywood, Calif., Local Union No. 706 of the International Alliance of
City State

Theatrical Stage Employes and Moving Picture Machine Operators of the United
States and Canada, Affiliated with the American Federation of Labor.

E. W. OVERLANDER,
President.

ERNIE PARK,
Secretary.

Season 1945-1946

Mr. DUPUIS. I would like at this time to make the statement here the ammunition was taken away from us when I read the decision of Judge Smith, which was that he could not find a decision—that our solution was in the congressional laws now pending. That is why we are here. We are following Judge Smith's recommendation that we look into the legislation phase of it to see if we cannot continue doing the work that we have selected for an occupation, that we feel that we are qualified to do. That is why we are here appearing before you.

Mr. KEARNS. Mr. Counsel, I wonder if we have not heard the testimony which is a cross section on this point.

Mr. McCANN. I think that we have heard adequate testimony from that group now.

Mr. KEARNS. Now, do we have here the men who gave the examinations?

Mr. McCANN. I don't think any of the examining board are here. We have some of the men here, union men that were requested to be brought in. Will you tell me again the names that you want, and I will call on them. Mr. George Hays.

(No response.)

Mr. McCANN. Just a minute. We have one American over 45 here who can't work any more. I want to put on this derelict.

Mr. KEARNS. What is your name, please?

Mr. BYRON. Jack Byron.

Mr. KEARNS. Do you solemnly swear the testimony that you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. BYRON. I do.

TESTIMONY OF JACK BYRON, MAKE-UP ARTIST, HOLLYWOOD, CALIF.

Mr. McCANN. My comment, sir, was in jest and not in earnest. Will you please state your name and your address?

Mr. BYRON. Jack Byron, 12757 Valleyheart Drive, North Hollywood. I have been dangling—

Mr. McCANN. Give us your telephone number.

Mr. BYRON. Sunset 2-4838.

Mr. McCANN. Tell your story.

Mr. BYRON. I have been dangling away back before this union was organized, before it was 706. I was dangling when they were in the paperhangars and painters. I was auxiliary on such pictures as Mutiny on the Bounty, Clive of India, and two or three Tarzan pictures. And then there was the strike of 1937. I had an opportunity to go for 2 years to Africa. I could have been a replacement. There

were 27 replacements went in during the strike; and 32 hair dressers and make-up men who stayed in who signed an agreement with the IATSE—those men were to be taken in without an examination, regardless of age, as a group. The salary then was around one hundred and fifteen and immediately went to one hundred and twenty-five a week. I think the number of the local at that time was 535. I paid either 1 percent or 2 percent of my salary to that local for permission to work, and I worked with all the journeymen that were working there.

And in 1942, the latter part of that year, I received a call from Mr. Bill Cooley, assistant department head at Warner Bros. He was the assistant department head at MGM. I worked there until one night he called me, and he says, "Jack, we need some help. We have got to get make-up men." He says, "Go down and see George Hays."

I went down to see George Hays, and I went to work on a permit, for a dollar a day for the permit.

I have been in the business 28 years; been an actor making myself up a way back, as were all of our people. So I went to work at Warner Bros. for a year, starting August 3, 1942. I worked at Warner Bros. until about March of 1943, then they had a lull. So he said to see Hays, and he told me that I am not a full journeyman—that I am an auxiliary; so I was released to RKO the last week of May 1943, and I was there for 3 years, and I worked there only when the strike was on, and we had no work there; laid off that week and came right back; and while I was there I did four pictures as assistant to the keyman, I did nine as keyman; I did Special Attraction for them. Did you ever see that? Big picture. I did Back to Bataan, and Until the End of Time, another good picture. While I was doing those pictures I will just name a few people that I worked with. I did Frank Sinatra in three pictures there. I did Miss Dorothy Maguire, who was the star. I did Miss Ethel Barrymore—I was in complete charge of those pictures—and I supervised Back to Bataan; that was made there while they were having that strike trouble. Anyway, there were nine pictures where I was keyman, four where I was assistant to the keyman—second man.

I went to Warner Bros., and I was there another year. Now, surgeons—they don't ask surgeons to step out when he is 45. They will let him practice if he is 45. They don't say a special surgeon must take an examination after practicing 45 years; and I must have been all right. I did two pictures that were produced there, two of the biggest, Special Attraction and Until the End of Time.

He worked with us. I didn't work for him. I worked with him. He talked to me about make-up. He knows who I am. He is the biggest boss at R-K-O.

Do you think he could give me a job? If I went to Mr. Schary and I needed a job—I am an old man—he couldn't give me a job. They have a bug-a-boo for an examination.

Now, I didn't take the examination. Of course, I was too old. I couldn't take it.

I have been protecting their jobs for 5 years for this local. I like the local. I want to get in. I am a union man. I have a family.

Mr. McCANN. My dear man, we have heard enough. You are unstrung. We don't blame you. I think you have had a lousy deal. Thank you very much.

Mr. BYRON. I have a lot of dope here.

Mr. McCANN. We don't need any more dope from you. Leave the stand. That is fine. Let's put those in the record.

Mr. KEARNS. Yes.

(The documents referred to are as follows:)

MAKE-UP ARTISTS, LOCAL UNION No. 706, I. A. T. S. E. AND M. P. M. O. OF UNITED STATES AND CANADA

1627 North Cahuenga Boulevard, Hollywood

HOLLYWOOD 6351

Date: 8/3/42.

Received of:

Name: Jack Byron.

Classification: Mup (aux).

Book No.: -----

For Quarter Balance due: \$-----

1	2
3	4

E. W. OVERLANDER,
Secretary-Treasurer,
Per D. C.

Dues.....	-----	2
Application fees.....	-----	
Reinstatements.....	-----	
Assessments.....	-----	
Fines.....	-----	
W. P.-----	-----	
Total.....	-----	2

MAKE-UP ARTISTS, LOCAL UNION No. 706, I. A. T. S. E. AND M. P. M. O. OF UNITED STATES AND CANADA

1627 North Cahuenga Boulevard, Hollywood

HOLLYWOOD 6351

Date: 8/8/42.

Received of:

Name: Jack Byron.

Classification: Aux M.P.U.

Book No.: -----

For Quarter Balance Due \$-----

1	2
3	4

E. W. OVERLANDER,
Secretary-Treasurer,
Per G. D. H.

Dues.....	-----	2
Application fees.....	-----	
Reinstatements.....	-----	
Assessments.....	-----	
Fines.....	-----	
Work permit 8/10 and 8/11-----	-----	
Total.....	-----	2

MAKE-UP ARTISTS, LOCAL UNION No. 706, I. A. T. S. E. AND M. P. M. O. OF UNITED STATES AND CANADA

1627 North Cahuenga Boulevard, Hollywood

HOLLYWOOD 6351

Date: 8/17/42.

Received of:

Name: Jack Byron.

Classification: Mup (aux).

Book No.: -----

For Quarter Balance due: \$-----

1	2
3	4

E. W. OVERLANDER,
Secretary-Treasurer,

Per D. C.

Dues.....	-----	1
Application fees.....	-----	
Reinstatements.....	-----	
Assessments.....	-----	
Fines.....	-----	
Due on work permit.....	-----	1
Total.....	-----	1

9195

MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL UNION NO. 706, I. A. T. S. E. AND
M. P. M. O. OF UNITED STATES AND CANADA

1627 North Cahuenga Boulevard, Hollywood

HOLLYWOOD 6351

Date: 11/20/45.

Received of:

No. 4249

Name: Jack Byron.

Classification: CHEHF.

Book No.: _____

For Quarter Balance Due: \$_____

1	2
3	4

ERNEST J. PARK,
Secretary-Treasurer,

Per G. D. H.

Dues	-----
Application Fees	-----
Reinstatements	-----
Assessments	-----
Fines	-----
Fees	-----
Total	12.50

Mr. KEARNS. Do you solemnly swear the testimony which you are about to give to be the truth, the whole truth, and nothing but the truth, so help you God?

Mr. HAYS. I do.

Mr. KEARNS. Take the stand.

TESTIMONY OF GEORGE D. HAYS, OFFICE MANAGER, MAKE-UP ARTISTS AND HAIR STYLISTS, LOCAL 706, VAN NUYS, CALIF.

Mr. McCANN. Give your name and your address.

Mr. HAYS. George D. Hays, 4103 Nagle Avenue, Van Nuys, Calif.

Mr. McCANN. What is your telephone number?

Mr. HAYS. State 4-0729.

Mr. McCANN. How long have you been a member of local 706?

Mr. HAYS. I have been a member of local 706 since 1941.

Mr. McCANN. How long have you been a make-up artist?

Mr. HAYS. I am not a make-up artist.

Mr. McCANN. How long have you been a representative of this union?

Mr. HAYS. I have been affiliated with local 706 since 1938, and I have been business representative since 1941, June.

Mr. McCANN. You are affiliated, or you were affiliated in 1938. That was on what basis?

Mr. HAYS. Office manager.

Mr. McCANN. Office manager, you are not a member of the union itself?

Mr. HAYS. I am.

Mr. McCANN. You are a member of the union?

Mr. HAYS. Yes.

Mr. McCANN. Are you a make-up artist?

Mr. HAYS. I am not.

Mr. McCANN. But you are a member of the union?

Mr. HAYS. That is correct.

Mr. McCANN. Please explain that.

Mr. HAYS. It was necessary, as being business agent of the local and knowing all the workings of the local and the constitution and bylaws, I be a member of the local to be the business agent. And I was appointed an honorary member in 1941.

Mr. McCANN. What is your job as business agent of this local?

Mr. HAYS. Handling the business affairs of local 706.

Mr. McCANN. Are you the one who dispatches artists to their jobs, supervises this?

Mr. HAYS. That comes under my supervision.

Mr. McCANN. Comes under your supervision. Now, can you tell us when local 706 was formed?

Mr. HAYS. November 1, 1937.

Mr. McCANN. With how many members?

Mr. HAYS. I judge about 312.

Mr. McCANN. At this time or at that time?

Mr. HAYS. 1937.

Mr. McCANN. In 1937 it had 312 members?

Mr. HAYS. I am not positive on it, but I will say—

Mr. McCANN. How many do they have now?

Mr. HAYS. Three hundred and sixty-one.

Mr. McCANN. Three hundred and sixty-one. What was the initiation fee for the charter members at the time it was established?

Mr. HAYS. To answer that I would have to go back. Our charter members started 'way back in 1920's. You must remember that the make-up artists business has gone over a period of years. Because we became affiliated with the IA in '37, we still had make-up artists 15 and 20 years prior to that, that had paid fees.

Mr. McCANN. At the time you organized 706, what did the members have to pay to join that union?

Mr. HAYS. The members had to pay \$10 to join that union.

Mr. McCANN. Is this a list of the people who were initiated or joined the union at that time at \$10 a member [indicating]?

Mr. HAYS. I believe that is the make-up list of the men who joined at that time at \$10 a man.

Mr. McCANN. I would like to have that reproduced in the record, Mr. Chairman.

Mr. KEARNS. No objection.

	Application fees		Application fees
Glen Alden-----	\$10	Lyle J. Dawn-----	\$10
Les Alderson-----	10	Don Donaldson-----	10
Edwin Allen-----	10	Russell Drake-----	10
Del Armstrong-----	10	Steve Drumm-----	10
Max Asher-----	10	Charles Dudley-----	10
Carl Axzelle-----	10	Bill Ely-----	10
James Barker-----	10	Bob Ewing-----	10
Robert Gordon Bau-----	10	Willonn Fieldz-----	10
Charles D. Benes-----	10	Max Firestein-----	10
Charles Berner-----	10	Fred Fredericks-----	10
Dan Scott Berns-----	10	Charles Garman-----	10
Irving Berns-----	10	Phil Gastrock-----	10
Mel Burns-----	10	Burris Grimwood-----	10
Alfred H. Bonner-----	10	Charles Gemora-----	10
Joseph A. Bonner-----	10	Bert C. Hadley-----	10
Garland Briden-----	10	Joseph Hadley-----	10
Layne Britton-----	10	Dick Hamilton-----	10
Clay Campbell-----	10	Ward Hamilton-----	10
Stanley Campbell-----	10	Karl Herlinger, Jr-----	10
Jack Casey-----	10	Karl Herlinger, Sr-----	10
Don Cash-----	10	Walter E. Herrmann-----	10
Steven Chlontzos-----	10	Louis Hippe-----	10
Ted Coodley-----	10	Kiva Hoffman-----	10
Willard Cooley-----	10	John Holden-----	10
Robert Cowan-----	10	Cecil Holland-----	10
Jack W. Dawn-----	10	Newton House-----	10

	<i>Application fees</i>		<i>Application fees</i>
Charles Huber-----	\$10	Irving Pringle-----	\$10
Dick Johnson-----	10	Norman Pringle-----	10
Newton Jones-----	10	Roland Ray-----	10
Anthony Karnagel-----	10	Harry Lee Ray-----	10
Sam Kaufman-----	10	Bill Riddle-----	10
Hal King-----	10	Don Roberson-----	10
Eugene H. Klum-----	10	Walter Rodgers-----	10
William Knight-----	10	Gene Roemer-----	10
George Lane-----	10	Ray Romero-----	10
Ted Larsen-----	10	Harry Ross-----	10
Emil La Vigne-----	10	Carl A. Russell-----	10
Otto Lederer-----	10	Louis Sainty-----	10
Ben Libizer-----	10	Phillip Scheer-----	10
Harold D. Lierly-----	10	Bob Schiffer-----	10
Bert Lindley-----	10	Charles Schram-----	10
Bob Littlefield-----	10	Ray Sebastian-----	10
Ray Lopez-----	10	A. B. Shore-----	10
Albert MacQuarrie-----	10	Howard Smit-----	10
Otis Malcolm-----	10	Leland Stanfield-----	10
Bob Mark-----	10	Paul Stanhope-----	10
Frank McCoy-----	10	Bob Stephanoff-----	10
J. Robert Mieding-----	10	Joe Stinton-----	10
Norbert Miles-----	10	Keester Sweeney-----	10
Vernon M. Murdoch-----	10	Frank Thayer-----	10
Dick Narr-----	10	William Tuttle-----	10
Gus Norin-----	10	Eddie Voight-----	10
Joe Norin-----	10	Neil Wakeman-----	10
Ben Nye-----	10	Fred T. Walker-----	10
Web Overlander-----	10	John B. Wallace-----	10
Guy Pearce-----	10	Ernest Westmore-----	10
Jack Pierce-----	10	Hamilton Westmore-----	10
Louis Phillippi-----	10	Perc Westmore-----	10
Festus B. Phillips-----	10	Walter Westmore-----	10
Fred Phillips, Jr-----	10	William Wood-----	10
Bill Phillips-----	10	Charles Wright-----	10
Webster Phillips-----	10	Ernest Young-----	10
Sam Polo-----	10	Jack Young-----	10
Bernard Ponedel-----	10	Eddie Zimmer-----	10
Harry Pringle-----	10		

Mr. McCANN. How old are you, sir?

Mr. HAYS. According to the records, I am 51 years old.

Mr. McCANN. You are too old to work, sir. Now, what are the duties—the initiation fees—at this time to join the union?

Mr. HAYS. Since the inception of 706 in 1937, the initiation fee has been, and still is, \$500.

Mr. McCANN. Was any examination given to those who joined in 1937?

Mr. HAYS. No; but prior examinations had been given to at least 80 percent of them.

Mr. McCANN. You know that?

Mr. HAYS. I do from previous records I have read.

Mr. McCANN. And was this examination such as you gave as we have been told about here?

Mr. HAYS. Can I tell you that I never attended any examination and never saw one in my life?

Mr. McCANN. From the descriptions we have here, sir, it doesn't seem you have missed very much, from the descriptions given of the examinations, oral and written.

Mr. HAYS. I have missed very much?

Mr. McCANN. No.

Mr. HAYS. I do not give those examinations. They are given by members that are make-up artists.

Mr. McCANN. Isn't it true since the formation of the union in 1937 up to March 1946 the local took in a total of 16 new members?

Mr. HAYS. That is not true.

Mr. McCANN. How many did they take in?

Mr. HAYS. You didn't tell me to bring my records with me. All I am judging from is my mind. I know for a fact we have taken in—at least the figure in my mind is 32 make-up apprentices.

Mr. KEARNS. Mr. Counsel, he has the right to estimate.

Mr. HAYS. I think the figure he has there in his hand, alongside of you, will show 32.

Mr. McCANN. Mr. Chairman, all I can go on are these figures that are presented here.

Mr. HAYS. You are producing figures and yet you didn't advise me to bring any.

Mr. McCANN. My dear sir, I didn't know what questions I was going to ask you. I knew nothing about what your job was. I never saw you before. I had no idea what questions would be submitted to ask you.

Mr. HAYS. Then I can only estimate.

Mr. McCANN. If you give an estimate, that is all right. We will have to take your estimate.

Mr. HAYS. Might I say, along that line, this local since its formation has for years been the only IATSE local with an apprenticeship. We, being a professional local, realized we had to have an apprenticeship to build up our membership, when people would fall out or become of age when they no longer could carry on their duties. That was for a 3-year period, when we first started, and several members at that time took examinations.

These apprentices, after serving 3 years right in the department, failed to pass those examinations, but they didn't bellyache about it; they took another one and they passed them.

We have done that for years, and that is where those men come from that I spoke to you about—those 32. Now, when you cover—we only had 150 make-up artists when we began—and take in 32 members since that time, that is a pretty good percentage. When I said the membership consisted of 361, you have me covering make-up artists and hair stylists and body make-up for women which embraces our entire local.

Mr. McCANN. I didn't understand that. I thought you were talking about make-up artists.

Mr. HAYS. Approximately 150 make-up artists.

Mr. McCANN. One hundred and fifty make-up artists. How many make-up artists were there, to start this union, 1937?

Mr. HAYS. I judge about 137—135.

Mr. McCANN. There have been how many make-up artists added to your union since then?

Mr. HAYS. Thirty-two apprentices.

Mr. McCANN. Thirty-two apprentices?

Mr. HAYS. And now you are carrying me further into this year. Seventeen of these auxiliary permit men we have examined and found capable.

Mr. McCANN. Seventeen?

Mr. HAYS. That is correct.

Mr. McCANN. Mr. Chairman, at this time, in order that I may do a more efficient job, I would like to ask for a recess until 2 o'clock.

Mr. KEARNS. Just a minute. I am willing to grant it, but I want to ask a few questions here for my information.

Who appoints the men to give the examination?

Mr. HAYS. The president of the local has that authority.

MR. KEARNS. Is the president of the local here?

Mr. HAYS. He is on location. He hasn't been subpoenaed. The vice president also has that power, in the absence of the president; and he is present here.

MR. KEARNS. That is fine. I want to talk to him. And then I would like to—I know a little bit about make-up myself—and I would like to have a list of those questions for the examination given to me.

Mr. HAYS. In the room you have a member of the examining board. In fact, you have the chairman here in the room subpenaed. And also a man familiar in make-up in its best.

Mr. KEARNS. I would like to have a list of the questions they ask.

Mr. Hays. If you ask him I think he has them.

Mr. KEARNS. I would like to have that this afternoon.

Mr. HAYES. If he hasn't them this afternoon, he will have to send for them.

Mr. KEARNS. We stand adjourned until 2 o'clock.

(At 11:45 a. m., a recess was taken until 2 p. m. of the same day.)

AFTERNOON SESSION

Mr. KEARNS. The hearing will please come to order.

Before the procedures of the afternoon hearing, I have the great honor to present one of my colleagues in Congress. This particular Congressman will begin tomorrow morning holding an investigation here which was instigated by the chairman of our full committee, the Honorable Fred A. Hartley, Jr., on the high cost of foods. His committee has just left San Francisco where they held such a hearing. They will convene here in the morning.

It is my privilege at this time to present to you the Honorable Wint Smith, Congressman of the United States from Kansas.

Mr. Counsel, proceed.

Mr. McCANN. Mr. Chairman, at this time I would like to have reproduced in the record the conditional war-emergency temporary working card of Jack Byron.

Mr. KEARNS. No objection.

(The document referred to is as follows:)

(Front)

Conditional War Emergency

Temporary Working Card: 831.

Issued to: Byron, Jack.

By: Hollywood, Calif., Local Union No. 706 of the International Alliance of
City State

Theatrical Stage Employees and Moving Picture Machine Operators of the
United States and Canada, Affiliated with the American Federation of Labor.

/s/ E. W. OVERLANDER,
President.

/s/ ERNIE PARK,
Secretary.

Season 1945-1946

(Back)

See That Stamp is Affixed

For Each Quarter

FIRST			THIRD		
AUG.	SEPT.	OCT.	FEB.	MAR.	APR.

I. A. T. S. E. and M. P. M. O. of
U. S. and C.

(Handwritten:) 3699.

Receipt for three months' per capita
and convention fund. 1945-1946.

Place
Stamp
Here

QUARTER

QUARTER

SECOND			FOURTH		
NOV.	DEC.	JAN.	MAY	JUNE	JULY

I. A. T. S. E. and M. P. M. O. of
U. S. and C.

(Handwritten:) 3140.

Receipt for three months' per capita
and convention fund. 1945-1946.

Place
Stamp
Here

QUARTER

QUARTER

Social Security No. -----

I hereby certify that I agree to all conditions contained in my application,
which was duly noted and signed by me, and will surrender this card upon
demand.

/s/ JACK BYRON.
Signature

Fees paid to Local Union No. —

Date	Amount	Sign. of Fin. Sec'y
8/10/45	12.50	/s/ Ernie Park.
11/20/45	12.50	/s/ Ernie Park.

This Card To Be Returned to the General Office

Mr. McCANN. Mr. Chairman, at this time I would like to call
Herbert Sorrell back to the stand.

TESTIMONY OF HERBERT K. SORRELL—Recalled

Mr. KEARNS. You have been sworn, Mr. Sorrell?

Mr. SORRELL. Yes, sir.

Mr. KEARNS. Take the chair.

Mr. McCANN. In your previous testimony, Mr. Sorrell, you made the statement that you were offered \$56,000 at one time in the office of Pat Casey, who had left the room, to accept a 10-percent increase for your union. Is that correct?

Mr. SORRELL. That is correct.

Mr. McCANN. Who made you that offer?

Mr. SORRELL. I was told not to tell at the time. But it was Willie Bioff in Pat Casey's office.

Mr. McCANN. Now, you stated the other day before this committee that you had authority from your international union to settle the issues involved in this strike. Have you that authority with you?

Mr. SORRELL. Yes, sir.

Mr. McCANN. Mr. Chairman, I ask that the authorization be received in evidence and reproduced.

Mr. KEARNS. No objection. The evidence is authentic, Mr. Counsel.

(The document referred to is as follows:)

BROTHERHOOD OF PAINTERS, DECORATORS, AND PAPERHANGERS OF AMERICA,
February 7, 1947.

HERBERT K. SORRELL,

Business Agent, Local Union 644,

Brotherhood of Painters, Decorators, and Paperhangers of America,
Los Angeles 5, Calif.

DEAR SIR AND BROTHER: This will confirm the telegram sent you February 7, 1947:

FEBRUARY 7, 1947.

HERBERT K. SORRELL,

Business Agent, Local Union 644,

Brotherhood of Painters, Decorators, and Paperhangers of America,
Los Angeles 5, Calif.:

I now believe the time opportune to demand of the motion-picture producers, final and complete settlement of controversy within motion-picture industry on all questions of jurisdiction, wages, hours, working conditions and signed closed-shop contracts with clause designating necessary machinery for arbitration of any and all dispute in future, and I therefore authorize you to act as representative of the Brotherhood of Painters, Decorators, and Paperhangers of America in adjusting all disputes jurisdictional and otherwise as well as negotiating wages and signing contracts insofar as members of our brotherhood are concerned. When acting as such reresentative of the brotherhood of painters, you should give consideration to any other crafts in the studios that may in any way become involved in any settlement reached.

L. P. LINDELOF,

General President, Brotherhood of Painters, Decorators, and
Paperhangers of America.

Fraternally yours,

(s) L. P. LINDELOF,

General President of Painters, Decorators, and Paperhangers of America.

Mr. McCANN. I would like to ask Mr. Pat Casey to take the stand.

TESTIMONY OF PAT CASEY—Recalled

Mr. KEARNS. You have been sworn, Mr. Casey.

Mr. CASEY. Yes, sir.

Mr. McCANN. Mr. Chairman, I would like, at the suggestion of counsel for the producers, to note that the testimony of Mr. Sorrell that has just been given was given at the request of the producers. They thought that there was an inference here in the testimony the

other day that this money may have been offered by a producer. That was the reason that they asked me to call him back.

Mr. CASEY. You have previously testified and you are under oath, I believe.

Mr. CASEY. Yes, sir.

Mr. McCANN. You were requested at the beginning of this hearing to give some thought and consideration to the \$64 question.

Mr. CASEY. Yes, sir.

Mr. McCANN. What can be done to cure such situations as exist at this time in Hollywood? Would you please answer that question?

Mr. CASEY. If I had answered at the time I was asked, I probably would have given a great deal different answer than I am about to give now, but after having sat around here for practically 5 weeks and listened to the testimony from the witnesses from this stand, I have one solution and one solution only.

I do not believe, from the testimony that has been given here, that the executive council or the three wise men who were sent out here to investigate and to prepare a decision, which they did, were honest at any stage of the game. I think they took a job and came out here to rush it through as fast as they could. They were handed certain documents which they read, or claimed to have read—how they ever could have read them and then make the decision they did, I don't know—but all through their testimony they said that they had made a decision but that at no time did they intend to take any work away from anybody. Still they made the decision.

Then, further on, if my memory serves me right, there was a meeting in Washington with Mr. Walsh and some of the producers, of that committee. At that time Mr. Tobin asked the question as to how many carpenters would lose their jobs, and I think Mr. Mannix said between 300 and 350.

Mr. McCANN. May I stop you there. I think that was at Miami, Mr. Casey.

Mr. CASEY. Wherever it was—at Miami—and these three wise men sat there and never opened their mouths, according to the testimony that has been given here.

Then Mr. Knight got on this stand to clarify again what was meant by "mill work," and from his testimony practically everything done should have been done by the carpenters.

Now, I claim that they are responsible for the trouble that has existed in Hollywood during this last strike, because had they come in and done an honest job, which they never could have done in 30 days, and made a thorough investigation, which they didn't do, because they went to only one studio and were not there over a couple of hours, we would not be in the trouble that we are in here.

Now, how are you going to rectify that? My proposition is this: That they have made such a bungling job of what they set out to do, that the only way to ever clear it up is to take that directive and the three wise men and throw them in the sewer and get rid of it entirely, and let's start from scratch somewhere along the line here.

Now, for a great many years this industry went along, and we did have squabbles and we did have little troubles, as any industry does, but nothing to stop work or nothing to interfere with production to any great extent.

Now, in 1926 there was formed what was known as the basic agreement, in which certain international presidents who had people working in the studios got together and formed this agreement. They appointed a committee representing labor, one man to represent the laboring end of it, the other man to represent the producing end of it. Both of these men were secured from the union ranks. Mr. Frank Caruthers was taken from the musicians, and Mr. Al Berry, I think, was taken from the pattern makers, both A. F. of L. men. They went along for a great many years here. They made their decisions. They were the arbitrators, and the agreement called for certain arbitrations, and that if those two men could not decide on a decision, that that decision could have been appealed to the chairman of the committee and myself. Now, early, I think that Billy Canovan was the chairman of the labor committee, and myself then afterwards. He doesn't come in. But in all of the years that we have done business, we have never had a dispute go further than myself.

Then along comes trouble, and most of those troubles I am going to tell you right now were caused by the Government coming and starting to put in laws to regulate our business. We used to have a contract of one page; it was not even a contract, it was a letter. They met every year or every 2 years, and we agreed. Never a meeting lasted over 24 hours. The order was sent out and everybody abided by it, and we went along without any trouble and with perfect harmony.

Now, if the international presidents—and it can be done, because they are going to meet in Frisco within 2 or 3 weeks for the convention of the American Federation of Labor, which I believe is the first week in October—if the international presidents who have people working in these studios will sit down around a table and settle their jurisdiction and allocate the proper work, and then take a man like Mr. Flanagan, who I think his report that was read in this room here was the finest piece of work I have ever heard of in any labor controversy, and let him make a thorough survey there of the studios and have him say what should be done and what should not be done, and call them then in together and form again the basic agreement, set up the jurisdiction, put Mr. Flanagan at the head of it, and he will have other people with him, and I will bet you that everything will go along very peacefully and quiet.

There are thousands of people in this room here—not thousands, but hundreds, and they have been saying, every time I went in and out of that door, "Are we going to work tomorrow?" That is all they are interested in, and the poor devils, that is all they are looking forward to, but I will say to you right now, that with the conditions in the studios at the present time, through no fault of this argument but through the fact that England has shut off their money, that the studios have gotten down to probably the lowest ebb that they have been in in 20 years, to my knowledge, and if you get together around the table here and you settle this thing, I don't think there are enough jobs there for the people to go back to at the present time, and I want to put that into your minds, that the jobs are not there for them to go back to.

Now, the IATSE are in the saddle. Unless they take some of their people out, there is no chance for you to go back. You might just as

well get that. That is my opinion, now. I may be dead wrong, but that is my opinion today, that if you sit around the table and if the IATSE don't agree to take out some of their replacements to make room for the people who are out on the sidewalk, you will never settle.

Now, the only solution is for the international presidents to get together and set up the machinery of the basic agreement. Now, I am not talking for myself. I handled it for a good many years. I didn't get fired. I don't think any one of the producers in this country today would like to have me out of the picture, and, folks, I am an old man. I have done my job. Somebody else is going to do it from now on.

I thank you, sir.

Mr. McCANN. Mr. Chairman, for the record I want to say that the witness who has just spoken is a man who for many years was the head of the labor group for the major industries. I have never heard, since I have been in this city, one word reflecting on his integrity, his ability, or his courage, and I think we should all take to heart the words of wisdom which Pat Casey has just spoken.

Thank you, Mr. Casey.

Mr. KEARNS. Thank you, Mr. Casey.

Mr. Wright, do you solemnly swear the testimony which you are about to give to be the truth, the whole truth and nothing but the truth, so help you God?

Mr. WRIGHT. I do.

Mr. KEARNS. Take the chair.

TESTIMONY OF ALFRED WRIGHT, ATTORNEY FOR TWENTIETH CENTURY-FOX FILM CORP., LOS ANGELES, CALIF.

Mr. McCANN. Mr. Wright, your name is mentioned very frequently in the negotiations which preceded the strike in Hollywood. I will ask you to please state your full name, your address, and your telephone number.

Mr. WRIGHT. Alfred Wright; 621 South Spring Street. Telephone, Vandyke 9111.

Mr. McCANN. Whom did you represent, Mr. Wright, at the time of the conference of the producers labor committee prior to the strike or lockout of September 1946?

Mr. WRIGHT. I represented Twentieth Century-Fox Film Corp. for a great many years before that time; I still do.

Mr. KEARNS. Mr. Counsel, at this time I think it is important to know that Mr. Wright isn't purely engaged solely in representing, being legal counsel for moving-picture studios. As I understand his background, he probably represents, is a retainer for many oil companies. Isn't that correct, Mr. Wright?

Mr. WRIGHT. No; I don't represent any oil companies. I am in the general practice of law, Mr. Chairman.

Mr. McCANN. You don't just deal with moving-picture companies?

Mr. WRIGHT. No. That is right.

Mr. McCANN. Mr. Wright, you will excuse me for just a moment as I try to find some of these sections which refer to you in the proceedings. I note that on September 12, 1946, at the meeting of the

producers labor committee held in the board room, that you are credited with submitting the following:

Copies of which were distributed to each studio representative with instructions to keep in hands of only one or two persons in the studio. September 12, 1946.

INSTRUCTIONS TO DEPARTMENT HEADS

1. Any employee who refuses to perform the work properly assigned to him in accordance with his regular classification of work should be requested to leave the premises.

2. In the event that such employee asks whether he is being discharged, he should be told "No."

3. In the event that any such employee asks whether or not he is being laid off, he should be told that he is not being laid off but that he is not wanted on the premises as long as he refuses to perform his customary duties.

4. In the event that any such employee further asks what is his status, he should be told that he is requested to leave because of his refusal to perform service requested.

5. He should be paid off to time of leaving.

Were you the author of that?

Mr. WRIGHT. I think I was, as I recall it, yes.

Mr. McCANN. That is an accurate statement then as reproduced there in the minutes?

Mr. WRIGHT. Well, I am sure that you have read what I prepared. I haven't got a copy of it here. Counsel, may I ask you whether your question was directed to the matter of the instructions regarding the statement? I don't recall the instructions you first recited. My answer to your question was it an accurate statement referred to the contents of what you read me.

Mr. McCANN. That is right. Now, I don't find it just this second. I may have to refer to another record here. I think I can remember probably two other statements that are accredited to you. I will try to give them to you, give the substance to you.

Mr. KEARNS. I think we will take time to find them.

Mr. McCANN. All right. Excuse me, sir. I will have to go over these again. Sometimes these statements do not appear as a heading.

Mr. KEARNS. I know.

Mr. McCANN. I have another question or two I will ask you while you are here, sir. I am reading from the notes or minutes that are referred to on Thursday, September 12. It is stated in these notes:

Kahane states there are two courses to pursue—(1) as the sets become hot and as men are laid off do not cross jurisdictional lines, doing nothing to cause a picket line to be established. Shoot until sets are exhausted and then close down; or (2) attempt to keep open as we did on March 12, 1945—call on IA to do the struck work and do the best we can. This would bring on picket lines and the accompanying strife.

It is apparently the opinion of the New York executives and Johnston to try the second course.

Do you recall that discussion on September 12, 1946?

Mr. WRIGHT. Well, I am afraid I don't know. I recall a great many discussions about the course that was to be followed from time to time. As to whether Mr. Kahane stated that at that meeting or not, I have no independent recollection.

Mr. McCANN. Do you have any recollection of the two courses of action to be considered, that were considered?

Mr. WRIGHT. Well, I don't think my recollection is distinct enough for me to say yes or no to that, counsel. I am sorry.

Mr. McCANN. Mr. Chairman, one of the quotes with respect to Mr. Wright is embodied in one of these paragraphs, and I am going to have to continue to skim slowly.

Mr. KEARNS. All right. Take your time, until we find it.

Mr. McCANN. In the minutes of September 23, 1946, I find the following statement:

Alfred Wright stated the studios cannot morally or legally assign maintenance men who never have worked as journeymen on sets to set work.

Do you recall that?

Mr. WRIGHT. Well, I recall opposing that course of action. I can't say that I said those words. But I was opposed to doing that.

Mr. KEARNS. Did you say words to that effect?

Mr. WRIGHT. I think I did, yes. I don't know whether I said "morally and legally," or whether I said I would not do it that way. I was opposed to that procedure. There was a difference of opinion between us.

Mr. KEARNS. You were opposed to the collective procedure there?

Mr. WRIGHT. I was opposed to putting the maintenance men on sets, yes. I don't know whether I was opposed to doing it collectively so much as I was of following that course of procedure. I didn't think it should be done. I was overruled. That was purely my opinion.

Mr. McCANN. Do you recall, sir, that in the early reports that came to you from the mass discharges of September 23 and the discharges that had been going on since the meetings earlier in the week, or the week previous, that it had been decided to take all the carpenters on the 23d and assign them to carpenter work, whether they had done any carpenter work or not for years, and to take all the painters, whether they were actually journeymen painters—

Mr. WRIGHT. I don't recall that.

Mr. McCANN. You don't recall that?

Mr. WRIGHT. No, I don't. May I explain? I didn't have reports of the mass discharges. The only time I ever heard about these matters was when I went to a meeting where there may have been some discussion. I didn't receive reports from the studios about what was going on from day to day.

Mr. McCANN. But when you attended these meetings, they discussed what was going on in the studios, obviously.

Mr. WRIGHT. Oh, yes.

Mr. McCANN. And they had the reports on the procedure which was being followed by the different production companies?

Mr. WRIGHT. Yes, I think they did. I think I recall—

Mr. McCANN. Otherwise, you wouldn't have made such a statement as you did, in substance, make to them?

Mr. WRIGHT. I knew generally what was going on.

Mr. McCANN. Mr. Chairman, I think that will be adequate.

Mr. KEARNS. Thank you, Mr. Wright.

Mr. WRIGHT. Thank you, sir.

Mr. KEARNS. I want to recess for 5 minutes.

Mr. McCANN. All right, sir.

(Short recess taken.)

Mr. KEARNS. Will the hearing please come to order?

Mr. McCANN. One further question of Mr. Wright.

Mr. McCANN. I have just found it and it is in the record of September 17, the minutes of the producers labor committee, which was held in the board room on Tuesday, September 17, and it states: "Wright thinks we should not act in concert."

Mr. WRIGHT. These things you are reading to me are Victor Clarke's notes, is that correct?

Mr. McCANN. That is right.

Mr. WRIGHT. Could you give me some idea of what I was talking about?

Mr. McCANN. Well, at that time, sir, the whole subject of conversation was involving the action of September 23.

Mr. WRIGHT. May I read the—

Mr. McCANN. The contents? Yes. It starts on the page before and there it is.

Mr. WRIGHT. Thank you.

Mr. McCANN. Start at the page before and read all of it, if you desire, sir.

Does that refresh your recollection?

Mr. WRIGHT. No; it doesn't.

Mr. McCANN. You don't remember saying that?

Mr. WRIGHT. No; and I can't understand what it means. It is completely incomprehensible.

Mr. McCANN. Let me explain what is meant by this, and then we will ask if it refreshes your recollection. There are numerous statements in these notes or minutes, or whatever you want to call them, to the effect that the producers' committee planned to create an incident on September 23, 1946, by assigning carpenters to work on hot sets, and following that by assigning painters to work on hot sets.

And there has been a great deal of evidence received here at this hearing that others who were members of the conference of studio unions were asked to work on hot sets, to clean them out of the studios, before putting in IA men on these jobs.

Now, the program was, and there is ample testimony to establish it, that on the 23d the carpenters were all to be assigned to hot sets in studios.

Now, with that background we find in the minutes or in the notes or in the record of the proceedings this statement: "Wright thinks we should not act in concert." Does that refresh your recollection, sir?

Mr. WRIGHT. I wouldn't dispute the accuracy of Mr. Clarke's interpretation of what I said. I have no recollection of having said we should not act in concert. Reading the minutes or notes or whatever they are does not recall to me a statement of mine to that effect. I may have had an opinion about it, but I have no recollection now of having said that at a meeting.

Mr. McCANN. Thank you very much, sir.

Mr. Chairman, do you want me to proceed with the witnesses which we called here?

Mr. KEARNS. Yes, I would like to. I would like to make that as short as possible. I mean I don't want to get anything but the facts, and not go into long stories.

Mr. McCANN. All right. We will try to be as brief as we can, sir.

Mr. KEARNS. Mr. Hays.

TESTIMONY OF GEORGE D. HAYS—Recalled

Mr. KEARNS. Mr. Hays would like to make a statement, and he says he thinks he could curtail the testimony quite a bit and have a question or two afterwards.

Mr. HAYS. In 1937, local 706, speaking of the make-up artists classification only, contained 137 active members. From 1937 on up into the middle of 1942 it was impossible to keep those 137 men employed. We had from 30 to 50 men out of work most all of the time.

It became necessary to, on Christmas, for the local to take up collections and send Christmas baskets to the members in my organization that could not find employment. And sometimes they did not work 5 or 10 days per year.

During that time, 1940, we examined and took in apprentices who had passed their 3-year apprenticeship. In 1943 or 1942, we would again examine them. Along came the war in 1941, the war started in December.

In the middle of 1942 the studios began to get active. People demanded pictures. They wanted a different type of picture. The boys in camps wanted pictures. Everything was booming. Your independents started up. Every little independent that could find a place to shoot wanted to make a picture, with the result, speaking only of my local, we were called in with other locals before the producers and asked what we could do about supplying men.

At the same time we lost 37 men in service, 37 out of 137. They, of course, were our younger men, the men that were of active age for service.

Now, they didn't all go at one time. They spread over a period. Some would go and some would be released, and others would go.

Now, that meant we had to fill in for those 37, and it also meant we had to provide enough to keep the overproduction going. We decided that the best field for us to go to, after talking with the producers, and they agreed, that if we would try to train these men—not train them to be full-fledged make-up artists, but to train them in the type of work or classification of work where the department heads could use them, they would do their best to put up with them. That was agreed with all unions.

We did just that. We went to the old-time actor who had, in previous years, put on his own make-up. He had done that work. Perhaps he had to put a beard on, or a mustache on, himself. He had a little practice. He knew a little bit about it.

We brought them in and met with them and told them what we had in mind. We told them at these committee meetings for them to retain their guild cards, we could only promise them work when we had it. We told them at the meetings we would teach them what we could and put them out with our men, and they, in instances, would aid them.

That went along fine. That built up as high as, at times, of 62 permit men.

Speaking of these dues they speak of, no permit man ever paid any dues to local 706. As a man was called into service, one of our regular members, we had the permit man sign what was called a conditional war-emergency, temporary working card. He agreed he was

taking the place of a man in service, and he agreed that upon the return of that man from service that he would relinquish that card.

They signed those. There was no force used on them. They signed them in my presence, and in signing them and taking the man's place, they paid fees in the same amount that the man paid dues. They were given a card. Fees were marked on the card. They agreed on the card that they understood what they had signed and would release the card when it was requested.

Those cards were only used during the time they covered that individual in the service. When that man came back from the service, that card was picked up. That man no longer paid fees. The highest any of those individuals paid fees to was \$116.50, over a period of perhaps 2½ years, to take around \$25,000.

Now, understand, that only covered, we will say, at one time the 22 men. The other 38, who could be working, and no doubt did work, paid no fees of any kind to my local. There are men sitting in this room, auxiliary men, that were never on an auxiliary permit card, war emergency card, that made as high as \$20,000 through working out of the jurisdiction of my union, and paid my local not one penny.

Mr. McCANN. What did they pay? To whom?

Mr. HAYS. Paid to no one.

Mr. McCANN. They didn't pay anything?

Mr. HAYS. They paid nothing. The only ones that paid were the ones we had on the conditional war emergency—beg your pardon. You have called something to my attention. When this first started, before the international set-up, the conditional war emergency permit, we did charge five men, I believe, the large sum of \$1 a day, until we got a gross amount of \$20.

We discontinued it because along came the conditional war emergency card, and there were five, I believe, that paid that small fee of \$1 to make thirty, and when the conditional war emergency card came along it was discontinued. That is the only moneys we ever collected from them.

Now, as we came along to the first of this year, work started to decrease. We naturally laid off those men first, unless they were on an assignment.

Now, we allowed men that were not members of our local to fulfill an assignment. That was our agreement with the producers. Sometimes a man will get on a certain picture and he is liked on the picture. Perhaps he is working a bit part with someone and they like him. We didn't feel it was fair to move that man, because we had a senior man come on.

The department head asked perhaps to retain that man until the end of the picture. That man was never moved from that assignment unless there was some reason for it. That left senior men sitting on our lines.

Again we decided to examine some of these men. We felt some of them were capable and entitled to membership.

In October of last year we examined 28 auxiliary permit men. Five of them passed. In November, as early as November, the 6th or 8th, we again agreed to reexamine those men within 6 months, and passed a motion in our meeting. On November 29 we were—I have to come

back—served with papers for a suit, after we had agreed to reexamine them.

Now, even as late as February 1947—trial not starting until April 9—we offered an examination to all of them, each and every one of them, no matter what age was involved. Twelve of them took that offer. The other 42 refused it. Those 12 all passed. That makes 5 in October and 12 in February that we took out of the permit group, making the 42 and 17 taken in, 59, and 3 that were dropped for illness—about 62.

These 42 refused that in February, claiming that they didn't feel that there was anyone competent in the union to examine them. That was one of the reasons. The other reasons, they wanted to come in without examination, without paying the examination and without having seniority applied to them.

Now, the trial went through, 7 weeks, and judgment was awarded in our favor. The statement was made here this morning that we forced them into signing to not continue with an appeal, and so forth. That is not true. No force was used by me or any member of my local. They willingly agreed to sign because I don't think they were capable at that time of paying the judgment. They agreed not to, and signed off.

Now, we again have had a meeting since that trial and before this hearing was ever heard of, and we agreed again that we would re-examine these people. That is a matter of record on our minutes. They have at this point been screened. They have met with a screening committee of our local 6 or 7 weeks ago, and have been screened. And as the minutes stand will be examined within, I should say, 30 to 60 days. This morning I heard a witness here state they haven't had much work this year. January and February and March—I think March was the last that we could use any of them, because at the present date I have 50 to 70 make-up men on my list daily, out of a membership of 150 or 160. There may be more than that because some of them have been laid off. They want to take a vacation and they don't report to the office. But I know of 60.

Mr. McCANN. What do you mean by "on your list"?

Mr. HAYS. I have a list in my office where I keep the available make-up men that are available for work.

Mr. McCANN. You mean by that, of the membership of your union there are now from 50 to 60 regular journeymen who are always on your list for employment?

Mr. HAYS. That is right, to this minute.

Mr. McCANN. I wanted to get that straight.

Mr. HAYS. That is right. I was accused here, or the local was accused here—

Mr. KEARNS. Just to interrupt you. I want to get this straight. If you had 60 on your list of journeymen—

Mr. HAYS. That is right. I was accused here or the local was accused here—

Mr. KEARNS. Just to interrupt you, I want to get this straight: If you had 60 on your list of journeymen—

Mr. HAYS. That is right.

Mr. KEARNS. Standing up, like this, on the board to go out—

Mr. HAYS. That is right.

Mr. KEARNS. And then one of these other fellows that came in new, supposing one of these gentlemen that has testified this morning took this examination and was accepted, they would be down at the bottom of the list?

Mr. HAYS. They would be the last call.

Mr. KEARNS. I just want to find out what your disposition would be in this case. If I were a producer or a director and would call you, as a business agent, and say, "I am on a picture and it is a pretty tough job of make-up. I feel so-and-so can do it. Do you have any objection to shooting him over to me?" Do you have the right as business manager to run that fellow around all the others to accommodate the producer?

Mr. HAYS. I have the right if when the executive board gets hold of me I can give them a good answer.

Mr. KEARNS. Do you ever accommodate the producers?

Mr. HAYS. If the list gets low.

Mr. KEARNS. Regardless of whether the top man was qualified?

Mr. HAYS. With that many men on there, there would be qualified men in there.

Mr. KEARNS. After all—

Mr. HAYS. What you are trying to get at is this: I might have five men on my list and might have three junior seniority men. The man comes in and says the first five are capable men on beard work or character work. He says, "I want an extra beauty make-up man." I have the power and no doubt would do it.

Mr. KEARNS. Your executive board would uphold you?

Mr. HAYS. They would uphold me.

Mr. McCANN. I don't want to prolong your examination, if you fellows are disposed to give these fellows a shot at their hold cards.

There is one thing that still doesn't fit in with real sound labor policy, as I see it. You have two kinds of membership, senior and junior. Isn't that right?

Mr. HAYS. That is correct.

Mr. McCANN. When a men gets into your union, if he is qualified for union membership, why shouldn't you have one kind of union membership? That is like the permit system card carried over into the union system.

Mr. HAYS. Well, my answer to that would be this: At one time or another, as I mentioned to you here, these men are all actors. They have been actors, I would say; 40 of the 42 have been actors. They know every producer and they know every director. They know every small independent that ever originated in this industry.

What would happen then is, they would go out and solicit their friends and get the jobs, and the man that through all these jobs has suffered from '37, to bring this where it is today, he sits on my list. That is what happens. You heard a man say this morning, state he got a call from the studio. Of course, he did. He got a call from a friend of his that wanted to give him a day's work. That was fine. Perhaps he could have done that work, but on my list I have six regular men that can do that work, too.

Mr. McCANN. What I am driving at is, if you are a union member you ought to be a union member and not half way a union member—not a junior union member.

Mr. HAYS. Can I answer that?

Mr. McCANN. Not a permit union member. You could have about 16 different categories if you wanted to do it that way. A man getting into your union down in the cellar and he would never get to the top in a thousand years, until all the old folks had beards and died.

Mr. HAYS. That is another thing. We also had an agreement with the producers where, at the end of every 2 years we have to bring up our senior list so that they have competent and able people to perform the duties of make-up, hair styling and body make-up. If I went into one of their meetings, and they would say, "We are calling the union and the people you give us are not competent. We feel this is the time you should move up some people." We have to act. We have an agreement.

You brought up before I came down here about body make-up, We had sort of a deal whereby a make-up man goes in and performs body make-up down to the neck and he is not allowed to finish the body. Whoever advised you of that forgot to tell you it applies to women only. We have body make-up women, but they act on women only. I wanted to clarify that.

Mr. McCANN. I am glad to get that clear. I still want to get back to that \$64 question. Why should you have two kinds of union members, senior and junior?

Mr. HAYS. You have heard of the railroad unions, haven't you? You know the railroad unions have had a senior clause ever since their existence.

Mr. McCANN. A seniority clause?

Mr. HAYS. That is what this is.

Mr. McCANN. Yes. But that is a different thing. When they get in there, they are full union members.

Mr. HAYS. These people are full union members, have all rights and privileges.

Mr. McCANN. They have all rights and privileges after the others have used up all the privileges, though, don't they?

Mr. HAYS. Not necessarily.

Mr. McCANN. As long as there is a senior member on the list. In other words, if you had 75 or 100 senior members—

Mr. HAYS. That is right.

Mr. McCANN. And 25 junior members, you would never get a job for a junior member if there was one senior member out of work, would you?

Mr. HAYS. Yes. In a condition just like I cited here for him [indicating].

Mr. McCANN. You would have to get down awfully low.

Mr. HAYS. That is right.

Mr. McCANN. In other words, the junior members are out on short grass and starvation diet for a long, long time. I mean that is the way it looks to me.

Mr. HAYS. That is not true. We have taken in 12 body make-up women in the past 3 years. They are all now carrying senior seniority. Every one of them.

Mr. McCANN. Here is something I want to ask you: Do you take your apprentices that have only worked 3 years and make senior members of them, when they come in?

Mr. HAYS. We do.

Mr. McCANN. Some of those apprentices haven't served for years?

Mr. HAYS. The only time we did that was during the war. Our boys, some of them, went into the service. While they were in the service, instead of fighting they did other work, in laboratories, the making of ears to fit on a boy, where it was shot off, and arms, fingers, and so forth. They worked in make-up laboratories. Other worked on road shows where they got experience at make-up. Others were in shows going around the country, collecting money for the different organizations. They had experience. We gave them credit for that, when they came back.

We were immediately asked by your United States organizations, "Why can't you do something for the apprentices? All the other locals are taking in apprentices." Even though we are a small organization, we examined these boys coming back from the service. Those we found capable we took in and filled up the apprentice ranks with GI's.

Mr. McCANN. I favor that. I favor the fact that some colleges graduated men when they were in the service. They didn't require them to take examinations. When June came they graduated them. I commend you on that.

I can't commend two kinds of union memberships. I wish you could straighten that thing out. Isn't there something in your constitution about people who are not American citizens being members?

Mr. HAYS. Has been since 1942.

Mr. McCANN. Isn't it a fact one of your leading people in this organization has been in this country for 25 years and isn't a citizen of the United States?

Mr. HAYS. If that is a fact, he was in the local in 1937, before the citizenship clause was ever put in the constitution.

Mr. McCANN. If he came in in 1937, was that prior to the constitution?

Mr. HAYS. There wasn't no citizenship clause in 1937.

Mr. McCANN. When was that put in?

Mr. HAYS. 1942.

Mr. McCANN. Don't you think that takes care of that situation?

Mr. HAYS. I knew that one was coming.

Mr. McCANN. Don't you think it would be a pretty sound rule, when folks in other countries seek to discriminate against our products, like the motion pictures in England, if we were sort of partial to our own people in this country?

Mr. HAYS. This individual you are talking about has done more for make-up artists, hair stylists, body make-up women, and even these auxiliary men, I believe, than any one individual in our entire organization.

Mr. McCANN. I think you have paid him a very high compliment.

Mr. HAYS. He is in this room. You can ask him.

Mr. McCANN. If he has done that kind of a job, I think he is to be commended.

Mr. Chairman, I believe it is evidently the disposition of these people to try to work out this problem. I regret we called so many here. I think their business agent has taken pretty good care of the situation.

Thank you for your testimony. I hope you are going to take care of these boys.

Mr. KEARNS. Would I, as a producer, have a right to rate these men on a picture? Do you take any rating?

Mr. HAYS. In each studio we have what is known as a department head. That department head is also a member of our union. At Warner Bros. it is Ern Westmore, at RKO it is Wally Westmore, and at Columbia it is Perc Westmore, and at MGM, Jack Dawn. They are members of our local. After working with these men since 1920, when they originally formed the make-up organization, they know the qualifications and they know what each man can do.

You see, you are not going to be able to hear this afternoon, unless you call further men, what the qualifications of the make-up men are. I might myself be able to go in and do beard work and do a straight make-up, but not being a make-up artist—or I might put on a mustache, but if they took me in the union and gave me a card and you sent me over to Eagle-Lion, where I might be working along with character work and beauty make-up to be done, or old age make-up, I am stuck. I can't send up to the department, like Warner Bros. or Columbia, where there are 20 and 30 make-up artists, and say, "Send down a man to help me." I must be able and qualified to go into any studio, whether working alone or working with a group, and do any type of work that might be called for. That is where the majority of these men worked during the war. We couldn't move certain men from certain studios. No studio, when there was a shortage of manpower, would allow one of their best men to get away from them, if they could help it. If they hadn't done the work that was necessary, we would have heard of it. In some cases we heard from it.

In those cases we never went to the men. We moved them to other studios where they could be in different work.

A man spoke here this morning about doubling up; he had spoken to me about that. If he had, I would have told him he wasn't telling the truth. I am still telling you he is misinformed.

I put those calls out at Republic and Columbia and Warner's did a little splurging. It was necessary to have some people for higher work. I asked the department head, "Can you use the apprentices?" They said, "The apprentices can do the work."

We called the studios and asked what apprentices should we have to do the work. Some of them had two and three apprentices.

I said, "Any men you can spare me tomorrow, Bill, I can use." That was at Warner's.

He said, "George, Fred Phillips is on a picture, but the star is not working tomorrow." When the star doesn't work the next day, the make-up artists doesn't have to work, and they can allow that good man to go to Republic or Columbia and help with the work. That isn't doubling up. That is taking a man when he isn't employed and giving him other work.

The way it looks now, as Mr. Casey said, I don't think they will ever get back to work.

If we took those men into the union now, I don't know when they would get a job. If we allowed them to go out to their director friends and ask them for work, and they said, "I haven't worked for 10 years, and here is a man that has," I doubt if any of our members would get work for a while.

Mr. KEARNS. Mr. Hays, I would like to have you, for the record, send in, if you don't have it with you—and the time is short—a list of the questions that you used on the examination. I want that for the file. I would like to have that.

Mr. HAYS. Send you in a list?

Mr. KEARNS. Yes.

Mr. HAYS. I will do that.

Mr. KEARNS. Mr. Walsh, as international president, I would greatly appreciate it if you would personally make a little investigation of that situation and write me about it, about this whole situation.

Mr. WALSH. I will do that, Mr. Congressman. I want to say, as the international president, this local union has been doing a very fine job. I think that they are going to carry out that job. We will help them out and see if they can't do a little bit better. I think the local has done a fine job.

Mr. KEARNS. I understand these gentlemen who want the right to work, the right to have a union card now, will be afforded that opportunity through another examination, similar to the type of questions you are going to send to me.

Mr. HAYS. That is correct.

Mr. KEARNS. Would I be asking too much to have you submit the score on that for me? In other words, I would like to know the number that take it. I would like to know the average grade you set up for passing, for acceptance, and the number that met that requirement. Also, for those who didn't pass, why they are disqualified.

Mr. HAYS. Yes.

Mr. KEARNS. And I will regard it as personal information, pertaining to this hearing.

Mr. HAYS. You are a Congressman from Pennsylvania?

Mr. KEARNS. Yes.

Mr. HAYS. It's a shame it isn't from New Jersey. I am from New Jersey.

Mr. McCANN. I want to know if you are going to give the opportunity to all 42 men, if they are going to waive the age limit.

Mr. HAYS. In February the age limit was waived. I can't answer for the action of my body. All I know is, a motion was made to re-examine these men.

Now, it doesn't say whether it will be all 42 or not. I will have to leave that to the body, because as it stands the 45-year-old age limit was waived only by the international president for that one examination.

Mr. McCANN. I would esteem it, and I believe the committee would consider it a real favor, if you gave the same opportunity to the men who are over 45 years of age.

Mr. KEARNS. I asked Mr. Walsh to look into this matter, along with this union. I know he will do that. I think, Mr. Counsel, I will dismiss the witness, if you have no further questions.

Mr. McCANN. No further questions.

Mr. Chairman, when there is an opportunity, I would like for you to hear a word from Mr. Cobb before you close the hearing this afternoon.

Mr. KEARNS. All right.

Mr. COBB. Mr. Chairman, may I make this very short statement for the record: Your committee came to Los Angeles on a most difficult task. I would not offend the committee or anyone present by referring to any controversial matter, but in my own behalf and in behalf of the individual carpenters whom I have the honor of representing, I wish the record to carry the statement that in my opinion you, as chairman, and Mr. McCann, as counsel, have rendered a very great public service in the full and fair hearing conducted by you.

Mr. KEARNS. Thank you. There are many more people here that would like to testify, and there are many, many that I would like to hear testify.

However, due to certain conditions, I am going to close this hearing shortly, after a few remarks.

First of all, I want to express, on behalf of the chairman of the full committee, the Honorable Fred A. Hartley, Jr., Mr. McCann, our counsel, Mrs. Locher, our staff clerk, who is with us, our deep appreciation for the courtesy that has been afforded us while we have been here in Los Angeles. And I mean all the good people here in your fine community.

Also, the men of the press and the fine guards who have assisted me in keeping law and order in this well-behaved courtroom, and the many fine gestures all the way along.

I think one of the most enjoyable phases of this hearing has been from the time I got to the elevator until the time I got here to this little box I sit in, and then out to the elevator again, when I would see you people in the hall and get to talk with you personally and learn about your individual problems.

I must honestly confess, regardless of what my problems are in life, I have forgotten all about my own problems since I have been here in California.

I want to compliment the people here who have attended these meetings day in and day out for their fine conduct in this hearing. I realize that many people had many controversies that have existed between you and other individuals here in the moving picture industry that are very close to your hearts. At the same time you have controlled your emotions very well.

I only wish it was within my power this afternoon, as I stand here, to say that I could return each and every one of you back to your jobs today. My, that would be a lot of power for one fellow to have. I wish I could do that. But I know the Lord is going to aid us, and He is going to help you, and we are all going to continue to work.

I worked until late last night preparing a summary of this hearing. It is all here, my conclusions [indicating]. I am not going to read it.

I was very much perturbed Labor Day evening when everybody didn't get together. I think I was probably the most disappointed person in the world when I came in here Tuesday morning, although many people warned me that my gesture about getting peace here would not bring results. But I was optimistic.

I read a telegram here Tuesday morning whereby Mr. Walsh, president of the international he represents, told me he would meet with the other international presidents if I could arrange such a meeting.

Tuesday I went to work, too. Now, it is for the record that I think it was 8:45 Chicago time that I talked to Mr. William L. Hutcheson

on the telephone. I told Mr. Hutcheson what I had been through here. I told him that Mr. Walsh didn't feel it was correct for him to meet with those people who had been delegated authority; that he thought this matter was too involved to meet with anyone other than the international president.

I also knew that there was a council meeting of the American Federation of Labor in Chicago, and I asked Mr. Hutcheson, inasmuch as I was coming from the coast and would arrive there Sunday morning, if he could arrange to have a meeting Sunday, this coming Sunday, in Chicago, and have all the international presidents of the unions that are involved in this jurisdictional strike present. That I didn't want to issue any subpoenas. I just wanted to meet with them and talk with them.

So he informed me that if he could arrange such a meeting he would call me or wire me after he had made the arrangements.

I knew Mr. Walsh was here. So this morning I called him into the little office back here and asked him if he could come to Chicago if I could arrange a meeting. I couldn't tell him then about it. I didn't know whether Mr. Hutcheson could arrange the meeting. He said he would let me know later.

So, when I went to my hotel at noontime for lunch, I received this telegram addressed to me :

As per your request, arrangements made for meeting Sunday here at Drake Hotel. Kindly wire me what time Sunday you desire the group to convene.

So then I took Mr. Walsh back in the little room again, after I was here after lunchtime, and asked him if he could change his itinerary to meet with us in Chicago.

After all, remember, Mr. Walsh has been the only international president to come out here under subpoena. He has agreed to change his itinerary and meet with me and the international presidents of the unions involved in this jurisdictional dispute at 12:30 noon in Chicago this coming Sunday.

I do hope, folks, when we have this meeting in Chicago and those fine gentlemen are all there and I can take my message to them and paint the picture as I have seen it, that they will—the big men that they are, representing the great unions they represent—will sit down and bring peace to the moving-picture industry.

May God bless you all.

We stand adjourned.

(Whereupon, at 3:25 p. m., the hearing was adjourned subject to call of the chairman.)

A P P E N D I X

EXHIBIT No. 1

IATSE LOCALS AT BEGINNING OF STRIKE, SEPTEMBER 26, 1946

Cameramen.—Local 659, International Photographers of the Motion Picture Industries.
Costumers.—Local 705, Motion Picture Costumers.
Film editors.—Local 776, Motion Picture Film Editors.
First aid.—Local 767, Motion Picture First Aid Employees.
Grips.—Local 80, Motion Picture Studio Grips.
Laboratory.—Local 683, Film Technicians of the Motion Picture Industry.
Laborers.—Local 727, Motion Picture Studio Laborers and Utility Workers.
Lamp operators.—Local 728, Studio Electrical Technicians.
Make-up artists.—Local 706, Make-up Artists and Hair Stylists.
Projectionists.—Local 165, Motion Picture Studio Projectionists.
Propmen.—Local 44, Affiliated Property Craftsmen.
Set erectors.—Local 468, Motion Picture Stage Set Erectors.
Soundmen.—Local 695, International Sound Technicians of the Motion Picture, Broadcast, and Amusement Industry.
Cinetechnicians.—Local 789, Motion Picture Studio Cinetechnicians.

CSU LOCALS AT BEGINNING OF STRIKE, SEPTEMBER 26, 1946

Carpenters.—Local 946 of United Brotherhood of Carpenters and Joiners of America.
Cartoonists.—Screen cartoonists' local 852 of Brotherhood of Painters, Decorators, and Paperhangers of America.
Electricians.¹—Local 40 of International Brotherhood of Electrical Workers.
Janitors.¹—Janitors' local 278 of Building Service Employees International Union.
Machinists.—Cinema Lodge 1185 of International Association of Machinists.
Painters.—Local 644 of Brotherhood of Painters, Decorators, and Paperhangers of America.
Policemen and firemen.—Local 193 of Building Service Employees International Union.
Publicists.¹—Screen publicists' local 1489 of Brotherhood of Painters, Decorators, and Paperhangers of America.
Readers.¹—Screen story analysts' local 1488 of Brotherhood of Painters, Decorators, and Paperhangers of America.
Set designers.—Screen set designers' local 1421 of Brotherhood of Painters, Decorators, and Paperhangers of America.

AUGUST 1, 1947.

MOTION PICTURE STUDIO UNIONS AND GUILDS

BASIC AGREEMENT UNIONS

Culinary workers.—Locals 17, 284, 440, 468, and 639 of Hotel and Restaurant Employees' International Alliance of America and Bartenders' International League of America.
Drivers.—Local 399 of International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America.

¹ Withdrawn from CSU since beginning of 1946 strike.

Laborers.—Local 724 of International Hod Carriers, Building and Common Laborers' Union.

Musicians.—American Federation of Musicians.

Plasterers.—Local 755 of Operative Plasterers and Cement Finishers' International Association of United States and Canada.

CONFERENCE OF STUDIO UNIONS

Carpenters.—Local 946 of United Brotherhood of Carpenters and Joiners of America.

Cartoonists.—Screen cartoonists' local 852 of Brotherhood of Painters, Decorators, and Paperhangers of America.

Electricians.—Local 40 of International Brotherhood of Electrical Workers.

Janitors.—Janitors' local 278 of Building Service Employees' International Union.

Machinists.—Cinema Lodge 1185 of International Association of Machinists.

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IATSE LOCALS

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Film editors.—Local 776, Motion Picture Film Editors.

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Set erectors.—Local 468, Motion Picture Stage Set Erectors.

Soundmen.—Local 695, International Sound Technicians of the Motion Picture, Broadcast, and Amusement Industry.

Cinetechnicians.—Local 789, Motion Picture Studio Cinetechnicians.

MISCELLANEOUS GUILDS AND UNIONS

Actors.—Screen Actors' Guild.

Art directors.—Society of Motion Picture Art Directors.

Blacksmiths.—Local 212 of International Brotherhood of Blacksmiths, Drop Forgers, Welders, and Helpers.

Dance directors.—Dance Directors' Guild.

Directors.—Screen Directors' Guild, Inc.

Molders.—Local 374 of International Molders and Foundry Workers' Union of North America.

OEIU.—Local 174 of Office Employees' International Union.

Plumbers.—Local 78 of United Association of Plumbers and Steamfitters of the United States and Canada.

Extras.—Screen Extras' Guild, Inc.

Script clerks.—Script Clerks' Guild.

Sheet metal workers.—Local 108 of Sheet Metal Workers' International Association.

Unit managers.—Production Managers' Guild, Inc.

Writers.—Screen Writers' Guild.

EXHIBIT No. 3
PRODUCERS COMMITTEE
PAT CASEY, Chairman

JULY 2, 1946.

Mr. HERBERT K. SORRELL,
President, Conference of Studio Unions,
4157 West Fifth Street, Los Angeles 5, California.

MY DEAR HERB: Pending the completion of contracts between the individual unions, members of the C. S. U., and the major studios, these Minutes (copy attached herewith) shall constitute an Interim Agreement.

Sincerely yours,

(Signed) Pat Casey,
PAT CASEY, Chairman, Producers Committee.

Enclosure.
PC/h

MINUTES OF MEETING OF PRODUCERS LABOR COMMITTEE AND ATTORNEYS AND REPRESENTATIVES OF THE C. S. U., CENTRAL LABOR COUNCIL, I. A. T. S. E., BASIC GROUP, AND PLUMBERS, HELD IN BEVERLY HILLS ON TUESDAY, JULY 2, 1946, AT 2:45 P. M., COVERING AGREEMENTS REACHED AND EFFECTIVE PENDING THE FORMAL SIGNING OF CONTRACTS

C. S. U. is representing:

Painters	Janitors
Carpenters	Analysts
Machinists	Publicists
Electricians	Officers & Guards
Plumbers	Set Designers (#1421)
Sheetmetal Workers	Cartoonists

All of the above to get a 25% increase on base and negotiate some inequities in a few crafts.

All retroactive payments from expiration of previous contracts, most of which are January 1, 1946, except for new conditions such as night premiums at 6 p. m. etc., will become effective on July 15, 1946. Retro payments to be made within 30 days if possible. An interim agreement will be entered into pending drawing up formal agreements.

The 25% increases are on minimum wage scales and not on any overscale.

This deal is predicated on the recently concluded deal with the Independents and not on any new or changed deals which might be made later with them.

Arbitration

C. S. U. as a body consisting of several locals will pledge itself to an arbitration procedure. If any of its members who subscribe to this plan fails to accept and to be guided by any arbitration award, he will not receive the support of the C. S. U. in its position.

This applies to Studio jurisdiction only and between locals.

Local #946 agrees to bind itself to the C. S. U. arbitration agreement and will find out if it can secure permission from its international to sign such an agreement as a local. All contracts will contain this arbitration clause—verbatim in each contract.

Any dispute other than wages should be submitted to arbitration. Skelton and Brewer will get together and make an agreement covering arbitration. Basis of arbitration will be the A. F. L. three-man directive.

Any machinery set up for arbitration will not require the Electricians to withdraw their court action already started.

It was agreed to let each Studio interpret the directive and award the work where in its judgment it belongs under the directive and no work stoppage will be ordered for next 30 days or until the arbitration machinery is set up.

Plant Protection

Camp's dispute with Helm is a private matter. Not to be discussed here.

Analysts

Get an increase of 25% on the base rate during the interim period starting July 15, 1946. Understood there will be some adjustment of inequities, negotiations during next thirty days.

Machinists

Both sides agree to let Machinists enjoy the 25% increase pending the N. L. R. B. decision. We are free to engage Machinists as individuals—not through either union, until the N. L. R. B. decision is made.

Publicists

Both sides agree to let the Publicists enjoy the 25% increase pending the N. L. R. B. decision. Inequities to be presented in the 30-day period.

Officers and Guards

Independent contract provides for \$1.25 per hour for 12 months, escalating to \$1.50 after 12 months. Night rates to be as negotiated with Producers.

Janitors

No rates were established for the Independents on certain classifications now in the Majors' contracts, such as Window Washers, Floor Waxers, etc. These will be adjusted relatively.

Cartoonists

We will negotiate with Cartoonists with a 25% floor and inequities will be negotiated.

Set Designers

Chadwick agreed not to hire anyone below the rates now being paid. Majors agree to an increase of 25% on current contract rates and to negotiate any inequities in the next 30 days.

Work Week

36-cumulative-hour week, 1½ after 6 hours, minimum call 6 hours, first week of employment. Applies only to off production employees. If we find this is a hardship we can come back and see if we can solve the matter in some other way.

Contract for two years.—If living costs go up 5% or more between July 1st and December 31st, 1946, unions may demand renegotiation of wages only.

Bureau of Labor Statistics for local area to be the authority.

All crafts going back to work Wednesday a. m. July 3, 1946, without discrimination.

(Signed) PAT CASEY.

(Signed) HERB SORRELL.

EXHIBIT No. 4

DECISION BY EXECUTIVE COUNCIL COMMITTEE OF THE AMERICAN FEDERATION OF LABOR ON HOLLYWOOD JURISDICTIONAL CONTROVERSY

CHICAGO, ILLINOIS, December 26, 1945.

In conformity with the Executive Council directive handed down during the Cincinnati meeting, October 15-24, 1945, the special committee arrived in Hollywood, California, early in December. The directive carried specific instructions, reading:

"International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Brotherhood of Painters, Decorators, and Paperhangers of America, United Brotherhood of Carpenters and Joiners of America, et cetera.

"Hollywood studio union strike and jurisdiction controversy:

"(1) The Council directs that the Hollywood strike be terminated immediately.

"(2) That all employees return to work immediately.

"(3) That for a period of thirty days the International Unions affected make every attempt to settle the jurisdictional questions involved in the dispute.

"(4) That after the expiration of thirty days a committee of three members of the Executive Council of the American Federation of Labor shall investigate and determine within thirty days all jurisdictional questions still involved.

"(5) That all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steam Fitters of the United States and Canada, the Brotherhood of Paint-

ers, Decorators and Paperhangers of America, the International Brotherhood of Electrical Workers of America, and the Building Service Employees' International Union accept as final and binding such decisions and determinations as the Executive Council committee of three may finally render."

All parties agreed to accept the decision of the committee and to be bound thereby. Through committee arrangements made prior to arrival, all organizations involved in the dispute participated in the initial meeting held Monday, December 3, 1945. A definite method of procedure was agreed upon and there was unanimity of opinion on the plan established.

Exhaustive hearings were conducted by the committee and a complete transcript, together with various exhibits were included in the record. Representatives of the Unions involved adhered to the following schedule:

Tuesday morning, December 4, 1945: Brotherhood of Painters, Decorators and Paperhangers of America.

Tuesday afternoon, December 4, 1945: International Brotherhood of Electrical Workers of America.

Wednesday morning, December 5, 1945: United Association of Plumbers and Steam Fitters of the United States and Canada.

Wednesday afternoon, December 5, 1945: Building Service Employees' International Union.

Thursday morning, December 6, 1945: International Association of Machinists.

Thursday afternoon, December 6, 1945: United Brotherhood of Carpenters and Joiners of America.

Friday, December 7, and Saturday afternoon, December 8, 1945: International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada.

On Saturday morning, December 8, the committee, along with one representative of each International Union listed in the Executive Council directive, visited the Paramount Studios in Hollywood. The committee investigated and inspected all phases of the work jurisdiction in dispute through questioning the participants and reviewing completed work and items in the process of development.

The investigation revealed that a large portion of the work has been in dispute over a long period of years. Records supplied from the files of the American Federation of Labor, including numerous agreements previously entered into, were made the subject of committee examination and study.

A number of International Unions not included in the Executive Council's directive requested permission to set forth their jurisdictional claims in the Motion Picture Industry. All such requests were denied and only those Unions listed in the original directive were included in the committee explorations and findings.

An analysis disclosed that three possible methods of solution could be utilized, i. e.,

(a) Strict adherence to craft or vertical lines of demarcation in the motion picture studios.

(b) Establishment of an industrial or horizontal union throughout the industry.

(c) A division of work designations within the industry patterned after previous agreements, negotiated mutually by the various crafts.

After careful and thorough study the committee unanimously agreed that the latter plan is unquestionably the best method of approach. It is the committee's considered opinion that such procedure affords the only plausible solution to a most difficult and complex problem.

Accordingly, this decision is based on that premise and the below listed conclusions are final and binding on all parties concerned:

FINDINGS

1. Brotherhood of Painters, Decorators, and Paperhangers of America:

The committee finds that Set Decorators in the motion picture studios come within the jurisdiction of the Brotherhood of Painters, Decorators and Paperhangers of America.

All work in connection with window frosting on "props" belongs to the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada. Window frosting other than on "props" belongs to the Brotherhood of Painters, Decorators and Paperhangers of America.

The committee found that a local union known as the Screen Office Employees' Guild was chartered by the Brotherhood of Painters, Decorators and Paperhangers of America. Acting in an advisory capacity, the committee is of the opinion that all office workers in the motion picture studios rightfully come within the jurisdiction of the Office Employes International Union. It is to be understood that the committee is not deciding this question.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the Brotherhood of Painters, Decorators and Paperhangers of America by the American Federation of Labor.

2. International Brotherhood of Electrical Workers of America :

The committee finds that a workable agreement between the International Brotherhood of Electrical Workers of America and the International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada was entered into on September 1, 1926, and amended on April 15, 1936. The agreement, including amendments, reads:

"Division of work by the International Brotherhood of Electrical Workers of America :

"Section 1. All permanent installation work.

"Section 2. All generator rooms.

"Section 3. All portable generator sets.

"Section 4. The laying of conduit (the same is designated as iron pipe of various sizes and lengths and is not to be confused with, or misunderstood to apply to flexible stage cable).

"Section 5. Installation and maintenance of all motors or generators where same are under the supervision of the electrical department of said studios.

"Section 6. All repair work in and around the studio and all shop work, the same to apply to the manufacturing of new equipment and repairing of all electrical equipment (April 15, 1936, Amendment). In the taking and recording of sound motion pictures, the operating of all generators and storage batteries. The installation, construction, maintenance, repair, all shop work and all work OTHER THAN operating, striking and setting of all sound equipment and effects used in taking and recording of sound motion pictures on stages and locations.

"Division of work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada ;

"Section 1. In the taking of motion pictures, the operating of all lights or lamps, and all lighting effects, and the setting up and striking same on stages or locations.

"Section 2. The handling and operating of all equipment pertaining to the lighting of sets, such as plugging boxes, spiders, plugs, flexible stage cable, all lamps and all electrical effects pertaining to the taking of moving pictures such as wind, rain, snow, storm and all other effects, except where wind machine is operated electrically.

"Section 3. The operating of all switchboards, whether they are permanent or portable, this is not to apply to generator rooms or portable generator sets, which shall be operated by members of the International Brotherhood of Electrical Workers of America.

"Section 4. The operation of all moving picture machines (April 15, 1936, Amendment). In the taking and recording of sound motion pictures, the operating of all sound equipment and all sound effects, and the setting up and striking of same on stages and locations."

The committee rules that in the taking and recording of sound motion pictures, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada has jurisdiction over all running repairs. With that exception, the above quoted agreement, as amended, is and shall remain in full force and effect.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Brotherhood of Electrical Workers of America by the American Federation of Labor.

3. United Association of Plumbers and Steam Fitters of the United States and Canada :

The committee found that the representatives of the United Association of Plumbers and Steam Fitters of the United States and Canada, and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada were currently negotiating an agreement and that the differences of opinion were allegedly not of a major nature.

Accordingly, the following is set forth as defining the work jurisdiction of both Unions in the Motion Picture Industry:

(1) Full recognition of the United Association of Plumbers and Steam Fitters of the United States and Canada over all plumbing and pipe fitting work on all permanent and temporary facilities required by the Motion Picture Industry.

(2) The United Association shall:

(a) Handle, set, and hook up all plumbing equipment and all piping, or substitute conveyance, on or in connection with the sets when such fixtures are practical—that is, when a shower is used in a picture and water flows from same. This also applies to sinks, tubs, and commonly known plumbing equipment.

(aa) The preceding paragraph (a) shall not apply when plumbing fixtures are of a dummy nature and are used solely for set dressing or when a fixture is to be gagged or used as a special effect.

(b) Install all runs of piping up to the sets and take care of the supply of water, steam, draining, air, oil, gas, refrigerant, vacuum, or other utility.

(c) Fill and drain all large tanks and pools and install all heating and filtering apparatus and equipment in connection therewith.

(d) Install all piping in connection with ice skating rinks and all plumbing equipment in connection therewith.

(e) Install all piping for air, water, and waste for camera and projection machines.

(f) Install all piping for speaking tubes and sound conveyance.

(g) Install all piping and equipment for air conditioning work for the purpose of heating or cooling the stages.

(h) Install all sheet lead work.

(i) Perform all welding, brazing, soldering, and fusing of all joints in connection with the work of the United Association of Plumbers and Steam Fitters of the United States and Canada.

(j) Install all sprinkler piping and equipment used in fire protection and fire control apparatus.

(k) Install all refrigeration piping and equipment except when coming within the scope of paragraph (aa) hereof.

(l) Install all chemical toilets and other portable plumbing convenience.

(m) Maintain, repair, alter, service, dismantle, and strike all work included herein.

(3) The International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada shall:

(a) Handle and set all plumbing fixtures which are not practical, and which are used solely for set dressing.

(b) Build, handle, install, maintain, repair, strike, store, and operate all special effects and gag fixtures. This to include rain effects, fire effects, water curtains, et cetera. Gag fixtures to include all fixtures which operate in an abnormal manner for the purpose of creating an effect to be photographed or recorded. However, when such effects require piping by other than special effects men, members of the United Association of Plumbers and Steam Fitters of the United States and Canada shall be given jurisdiction over such construction.

(c) Build, handle, install, maintain, repair, store, strike, and operate all properties not excepted above, regardless of the manner of construction of the material used.

(4) Any plumbing and/or pipe fitting generally recognized as a part of the plumbing trade, not herein excepted, shall be the work of the United Association of Plumbers and Steam Fitters of the United States and Canada.

The committee rules that the above work division is to be placed in full force and effect immediately. This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the United Association of Plumbers and Steam Fitters of the United States and Canada by the American Federation of Labor.

4. Building Service Employees' International Union:

The committee rules that the Building Service Employees' International Union has jurisdiction over the following classes of work in the Motion Picture Industry:

(a) Police captains.

(b) Police lieutenants.

(c) Policemen.

(d) Tour or clockmen.

(e) Lot or set watchmen.

(f) Fire captains.

- (g) Firemen.
- (h) Janitor foremen.
- (i) Janitor gang bosses.
- (j) Janitors (male or female including porters and matrons).
- (k) Window washers.
- (l) Signalmen.
- (m) Flagmen.
- (n) Whistlemen.

Provided that the jurisdiction over sweeping and cleaning up of stages and sets belongs to the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the Building Service Employes' International Union by the American Federation of Labor.

5. International Association of Machinists:

The committee rules that the following language found in the American Federation of Labor, Boston, Massachusetts, Convention proceedings, October 6-17, 1930 (pp. 353-354), is applicable to the International Association of Machinists:

"(1) It is understood by both parties that members of the I. A. of T. S. E. are recognized to have jurisdiction to have charge of, to adjust, and operate all projectors and all appliance connected therewith.

"(2) It is understood by both parties that members of the I. A. of M. are recognized as having jurisdiction over the processes in the manufacturing of motion-picture machines.

"(2a) It is agreed that members of the I. A. of T. S. E. shall have jurisdiction over the setting up and taking down of motion-picture machines in such places as they are used for exhibition purposes.

"(3) It is agreed by both parties that when temporary emergency running repairs are necessary the operator will make such repairs that are necessary to keep machine in operation."

The committee rules that the above work division be placed in full force and effect immediately. This decision is applicable to the Motion Picture Industry and none other, and it is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Association of Machinists by the American Federation of Labor.

The committee takes cognizance of the fact that the International Association of Machinists has discontinued its affiliation with the American Federation of Labor and expresses the hope that reaffiliation will soon take place.

6. United Brotherhood of Carpenters and Joiners of America:

The committee rules that the division of work agreement entered into between the United Brotherhood of Carpenters and Joiners of America and the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada on February 5, 1925, and known as the "1926 Agreement" be placed in full force and effect immediately.

Division of work by the United Brotherhood of Carpenters and Joiners of America:

Section 1. All trim and mill work on sets and stages.

Section 2. All mill work and carpenter work in connection with studios.

Section 3. All work in carpenter shops.

Section 4. All permanent construction.

Section 5. All construction work on exterior sets.

Division of work by the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada:

Section 6. Miniature sets.

Section 7. Property building.

Section 8. Erection of sets on stages except as provided in Section 1.

Section 9. Wrecking all sets, exterior and interior.

Section 10. Erecting platforms for lamp operators and camera men on stages.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the United Brotherhood of Carpenters and Joiners of America by the American Federation of Labor.

7. International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada.

The committee rules that the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada has jurisdiction over all work specifically designated and defined in the foregoing work divisions. It is understood, however, that such designation or definition shall in no wise affect jurisdictional grants awarded any National or International Union affiliated with the American Federation of Labor other than those to whom this decision is specifically made applicable.

This decision is applicable to the Motion Picture Industry and none other, and is not to be construed as interfering with or disrupting any jurisdiction otherwise granted the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada by the American Federation of Labor.

(Signed) FELIX H. KNIGHT, *Chairman*,
W. C. BIRTHRIGHT,
W. C. DOHERTY,

Executive Council Committee of the American Federation of Labor.

EXHIBIT No. 5

AGREEMENT ENTERED INTO BETWEEN LOCAL UNION NO. 1692 (946, SUCCESSOR) AND LOCAL UNION NO. 37, I. A. T. S. E., IN 1925, AND AMERICAN FEDERATION OF LABOR JURISDICTIONAL AWARD, 1921

THIS AGREEMENT, entered into this fifth day of February 1925 by the several local unions of the International Alliance Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada and the United Brotherhood of Carpenters and Joiners of America, situated in Los Angeles County, California, it is hereby agreed that:

First. The attached agreement (see below) between the two International Unions above named shall govern all working relations between the members of our Local Unions in this district and that in spirit and in letter we follow it to the end that no controversy shall be permitted to disturb operations on the lots or in the plants of producing managers.

Second. The liberal and cooperative spirit urged in the attached agreement between the two International Unions shall be especially followed so that the management can effectively and speedily prosecute the work with the men of our trades cooperating at all times.

Third. The following division of work would constitute a fair interpretation of the International agreement and that both parties to this agreement shall at once submit same to their International Presidents with the request that it be incorporated as a part of the International agreement for a permanent period.

Fourth. In event that a situation arises making it necessary that certain work is to be performed requiring immediate services of our members that it is understood and agreed that members of the United Brotherhood of Carpenters and Joiners of America shall assist members of the International Alliance Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada and vice versa.

Fifth. Division of work, by the United Brotherhood of Carpenters and Joiners.

Section 1. All trim and mill work on sets and stages.

Section 2. All mill work and carpenter work in connection with studios.

Section 3. All work in carpenter shops.

Section 4. All permanent construction.

Section 5. All construction work on exterior sets.

Division of work, by the International Alliance Theatrical Stage Employees.

Section 6. Miniature sets.

Section 7. Property building.

Section 8. Erection of sets on stages except as provided in Section 1.

Section 9. Wrecking all sets, exterior and interior.

Section 10. Erecting platforms for lamp operators and camera men on stages.

(Signed) W. Longeries, Recording Secretary, 1692; L. W. Marshall, President, 1692; M. E. Richardson, B. A., 1692; M. G. Wilson, B. A., SS4, Millmen; J. C. Kloos, Financial Secretary, 1692; Wm. H. Donohue; S. B. Newman; John J. Riley; Cleve Beck.

AGREEMENT

In compliance with the decision of the American Federation of Labor, a conference was called and held July 9, 1921, in the Executive Council Chamber of the American Federation of Labor. The organizations participating in the conference were represented as follows:

The United Brotherhood of Carpenters and Joiners of America: Mr. Frank Duffy and Mr. John Cosgrove.

The International Alliance of Theatrical Stage Employees: Mr. Harry L. Spencer, Mr. William F. Canavan, Mr. Richard J. Green.

The American Federation of Labor: Mr. Samuel Gompers, Mr. James O'Connell, and Mr. Hugh Frayne.

The entire subject of the differences of jurisdictional claims between the two first named organizations were thoroughly gone into with a view of reaching an agreement.

It is agreed by the International Alliance of Theatrical Stage Employees that all work done on lots or location and all work done in shops, either bench or machine work, comes under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America.

It is agreed that:

All carpenter work in and around Moving Picture Studios belongs to the carpenter. This includes:

1. Any and all carpenter work in connection with the Moving Picture Studios, the construction of stages or platforms on which buildings or parts of buildings are to be erected.

2. All carpenter work in connection with the erection of any building or part of building, from which a picture is to be taken.

3. The operation of all woodworking machinery in the making of all furniture, fixtures, trim, etc., for use in Motion Picture Studios, belongs to the carpenter.

The carpenters lay no claim to what is usually termed or referred to as the property man, or those employed in placing furniture, laying carpets, hanging draperies, pictures, etc.

It is clearly understood that insofar as Section 2 of this part of the agreement is concerned and particularly the right to the setting up and striking of the scenes on the stages after the construction work has been completed, it shall be liberally and cooperatively construed so as to do no injustice to either the United Brotherhood of Carpenters and Joiners of America or the International Alliance of Theatrical Stage Employes.

Any differences arising as to the interpretation of this agreement and particularly of Section 2 hereof shall be adjusted by the International Presidents of both organizations.

For the United Brotherhood of Carpenters and Joiners of America:

JOHN T. COSGROVE,
First General Vice President.
FRANK DUFFY,
General Secretary.

For Theatrical Stage Employes:

WM. F. CANAVAN,
RICHARD GREEN,
HARRY L. SPENCER.

NOTE.—The above agreement and award was agreed to, in Miami, Florida, in March 1936, between General President Wm. L. Hutcheson, of the U. B. of C. & J. of A., and George Brown, President of the I. A. T. S. E., as a basis upon which jurisdictional matters will be adjusted.

EXHIBIT No. 6

AGREEMENT

It is mutually agreed between Motion Picture Studio Grips' Local 80, of the I. A. T. S. E., and Motion Picture Studio Carpenters' Local 946, of the United Brotherhood of Carpenters and Joiners of America, as follows:

THAT Motion Picture Studio Carpenters' Local 946 shall have jurisdiction over:

1. All temporary and permanent building construction work and the maintenance of same. That shall not cover any building done for the purpose of photographing.

2. The installing and handling of all hardware and glass.

3. The complete building, erection, re-erection and remodeling of all sets, streets, parts of sets and retakes, including sufficient platforms for shooting same, but not including platforms used exclusively for the camera, lighting equipment and dolly tracks. Sets used for process or trick photography shall be considered the same as any other set.

4. The building and manufacturing of all grip equipment which is made of wood or wood substitutes.

5. All wood crating for shipping or storing.

6. The operation of all woodworking machinery.

7. The construction and remodeling of all cut-outs and the erection of same, with the exception of fold and hold cut-outs.

8. Heavy construction of all wooden diffusing frames.

9. The building or erection and dismantling of all scaffolds for construction, with the exception of tubular steel scaffolding.

10. Remodeling of all sets while shooting on studios or on location.

11. The underpinning and construction of all platforms, with the exception of those used exclusively for camera, light and dolly track platforms.

THAT Motion Picture Studio Grips' Local 80 shall have jurisdiction over:

1. The handling of all sets and units from the mill to the stage, from stage to stage, from stage to scene dock, from scene dock to mill, and from scene dock to stage.

2. The handling and maintenance of all grip equipment.

3. The erection and handling of all fold and hold cut-outs.

4. The construction, maintenance and handling of all diffusing frames, with the exception of heavy construction on wooden frames.

5. The building, erection, and dismantling of all tubular steel scaffolding. This is not to include underpinning.

6. The construction of all platforms, including underpinning, for use exclusively by camera, lighting equipment and for supporting dolly tracks.

The agreement reflected in the setting forth of the above jurisdictional points is not intended by either party to reflect the full jurisdiction of these Locals in the studios, but does reflect the agreement which has been reached between the representatives of Local 946 of the United Brotherhood of Carpenters and Joiners of America, and Motion Picture Studio Grips' Local 80, of the I. A. T. S. E., on the jurisdictional points which were at issue between these two local unions.

It is further recognized that some of the jurisdictional points to which Local 80 has agreed are at issue between the Carpenters' Local 946 and other local unions of the I. A. T. S. E., and this Agreement is not intended to reflect an agreement to these points for any I. A. T. S. E. local with the exception of Grips' Local 80.

Dated this 13th day of November 1945.

MOTION PICTURE STUDIO CARPENTERS' LOCAL
946, OF THE UNITED BROTHERHOOD OF CAR-
PENTERS AND JOINERS OF AMERICA,

(Signed) JAMES N. SKELTON,
ERIC E. HOKANSON,
MAURICE R. NELSON,
ROY V. LOCKRIDGE.

MOTION PICTURE STUDIO GRIPS' LOCAL
80, OF THE INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES AND MOV-
ING PICTURE MACHINE OPERATORS OF
UNITED STATES AND CANADA,

(Signed) W. C. BARRETT,
WM. HOLBROOK.

EXHIBIT No. 7

EMERGENCY WORKING CARD

DIVISION OF SET ERECTION

I. A. T. S. E. Local 468

11-18, 1946.

ISSUED TO E. SNOW UNDER CONDITIONS SET FORTH ON BACK OF THIS CARD

Not Transferrable

Revocable for Cause

[UNION LABEL]

This card issued for work under the Jurisdiction of Local 468 of the I. A. T. S. E. and M. P. M. O. of U. S. and Canada. The undersigned in accepting this Emergency Working Card authorizes, designates and chooses the said Labor Organization to negotiate, bargain collectively, present and discuss grievances with the above employer as his representative and sole, exclusive collective bargaining agency in all respects. The undersigned agrees to abide by the Constitution and By-Laws, decisions, rules, regulations, and working conditions of Local 468 of the I. A. T. S. E. and M. P. M. O. of U. S. and Canada. The undersigned will surrender this Emergency Working Card and the position held thereunder upon demand of Local 468. It is recognized that the issuance and acceptance of this Emergency Working Card does not entitle the undersigned to membership in Local 468 or to any rights against or within said Union.

Agreed to:

(Signed) ELZYN SNOW.

EXHIBIT No. 8-A

EXCERPT FROM INTERMEDIATE REPORT OF MORTIMER RIEMER, TRIAL EXAMINER FOR NATIONAL LABOR RELATIONS BOARD. IN THE MATTER OF ASSOCIATION OF MOTION PICTURE PRODUCERS, INC. ET AL., AND NATIONAL ASSOCIATION OF MACHINISTS, LODGE 1185, CASE NO. 21-C-2735

2. PAYMENT OF BONUSES

The allegation concerning the payment of bonuses in derogation of employees' rights, raises for consideration the circumstances and events preceding and following settlement of the 1945 strike. That strike, starting on March 12, 1945, was precipitated by Local 1421 of the Painters Union and supported by the CSU. Alliance locals and a vast majority of Alliance members continued to work during the strike pursuant to direction of International President Walsh. Sometime between October 15 and 24, 1945, while the strike was still in progress, the Executive Council of the A. F. of L., in meeting at Cincinnati, issued a Directive terminating the strike. The Directive is as follows:

International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada-Brotherhood of Painters, Decorators and Paperhangers of America-United Brotherhood of Carpenters and Joiners of America, et cetera.

Hollywood Studio Union Strike and Jurisdiction Controversy.

1. The Council directs that the Hollywood strike be terminated immediately.

2. That all employees return to work immediately.

3. That for a period of thirty days the International Unions affected make every attempt to settle the jurisdictional questions involved in the dispute.

4. That after the expiration of thirty days a committee of three members of the Executive Council of the American Federation of Labor shall investigate and determine within thirty days all jurisdictional questions still involved.

5. That all parties concerned, the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, the United Brotherhood of Carpenters and Joiners of America, the International Association of Machinists, the United Association of Plumbers and Steam Fitters of the United States and Canada, the Brotherhood of

Painters, Decorators and Paperhangers of America, the International Brotherhood of Electrical Workers of America, and the Building Service of Employees' International Union, accept as final and binding such decisions and determinations as the Executive Council committee of three may finally render.

Before issuance of the Directive and as part of the over-all undertaking in connection with it, the respondents represented by Eric Johnston, agreed to accept the findings of the three-man committee and in the interim period all employees, including the returning strikers as well as those who had replaced them during the strike were to continue on the job. Thus during this 60-day interim period while jurisdictional questions were being studied both groups of workers were to be paid.¹

Immediately upon issuance of the Directive a controversy arose as to whether the replacements who had been hired during the strike were to continue to work in the studios in the jurisdictions of the striking Conference unions. The CSU claimed that the Producers could not work the replacements in the classifications formerly held by the strikers, whereas the Alliance insisted that the return of the strikers did not preclude the Producers' use of the replacements to the extent that they were needed in the same jurisdictions in which they had worked during the strike. The question arose then whether the CSU's interpretation was correct or whether the Alliance's interpretation was correct. In order to settle this question of Directive application, a meeting was held with A. F. of L. President Green in Washington, D. C. The respondents were represented by Johnston, Maurice B. Benjamin, an attorney, Mannix, of respondent Loew, and others.

President Walsh represented the Alliance.² As a result of the Washington meeting President Green issued the following release embodying the understanding reached at the meeting.

WASHINGTON, D. C., October 30, 1945.

It is definitely and clearly understood that all striking employees at Hollywood who were on call on March 12th shall return to work immediately.

Each employee will return to the position he formerly occupied when the strike occurred.

Management shall exercise its usual prerogative as to assignment of employees during the sixty-day interim period without interference on the part of the unions involved.

The next day, October 31, 1945, the strikers returned to work. It was contemplated under the Cincinnati Directive that all workers-strikers and replacements alike would be paid during the 30-day period during which the unions sought a solution of their jurisdictional differences, failing which, they would be paid during the next 30-day period while the three-man committee studied the problems and made its findings which were to be "final and binding." In general, however, the respondent Producers in order to avoid friction did not work the replacement employees in the jurisdictions of the returning strikers.

This created a bad situation with idle men on all the studio lots. Sometime around November 6, 1945, the respondent Producers agreed to pay off in one lump sum for the entire 60-day period, all of the replacement employees and to have the replacements available on call thereafter if need arose. So actually, as Brewer explained, the guarantee of employment for 60 days became in fact as a result of this application of the Directive, a "60-day severance."

In addition to those who thus received the 60-day lump-sum award, there was a large group of workers who were not working on October 31, 1945, in the jurisdictions of the returning strikers. This included for example, prop makers and grips—members of regular studio crews—who, during the strike, went into the carpenter shop to do the work of striking carpenters, but who prior to or on conclusion of the strike returned to their regular positions as prop makers and grips. With respect to these workers Brewer testified:

These men who had been doing that work, some of them a few days, some of them most of their time, were frozen out of this field of employment by reason of this settlement, without any severance pay or any compensation for the loss or potential loss of employment.

¹ Brewer testified that this part of the agreement "with the Producers Association."

² Brewer, who did not attend the meeting, testified that President Hutcheson, of the Carpenters Union, attended the meeting and both Brewer and Sorrell testified that President Lindelof, of the Painters Union, was present. Benjamin, who attended the meeting, did not mention either individual as in attendance and testified that no representative of the CSU was present.

Therefore, it was subsequently agreed that the severance pay which the producers had agreed to pay in Cincinnati would be applied to a payment for each of these workers who had worked some time during this period in the jurisdiction of these unions that had gone on strike for 15 days or more, a payment equivalent to \$3.50 a day, and we considered that was compensation for their loss of employment in that area, which they had been more or less promised when they were asked to go in there and do that work.

The agreement for this payment was made between Y. Frank Freeman, of respondent Paramount, one of the Association's directors, and a member of the Labor Committee, and President Walsh and other Alliance representatives. No one man drew both the 60-day lump-sum award and the \$3.50 settlement. However, some men who drew the 60-day lump sum, while on call from the studio making the payment, found work elsewhere and some of those who qualified for the \$3.50 settlement, continued to be paid their regular wages as of the time they assumed their regular employment in their old classifications. At respondent Warner's several hundred employees drew the \$3.50 settlement sometime in March 1946.

There were certain individual applications of the foregoing types of payment which did not fit precisely within these broad classifications. But generally speaking, it is these two payments which the Board urges constituted a bonus payment for strikebreaking and hence a violation of the Act. The 60-day lump-sum award was part of the Cincinnati agreement which settled the strike, although the form of payment took a turn different from that originally contemplated by the settlement. At least the principle of payment for work to be performed for the 60-day period was accepted. The dispute which then arose as a result of the CSU's insistence that the replacements not work in the jurisdictions of the returning strikers, led to an unwholesome situation that was settled by paying off the replacements on the basis of the hourly rate for the classification in which they had last worked.

It is clear from this record and the undersigned is satisfied that the 60-day lump-sum award arose out of the Cincinnati settlement. It was made known to the workers about November 6, 1945, for the first time and it was never prior thereto held out as a reward or inducement to any worker to act as a strike-breaker.³ As for the \$3.50 settlement, Brewer testified that under the Directive this payment was applied to the other groups of workers. In the case of respondent Warner, payment was made in March 1946. Counsel for the Board urges in his brief that payment at this time was a deliberate move to reward workers for their past action in crossing jurisdictional lines and as a subtle suggestion that the same treatment would be renewed in the event of another strike, "that Respondents believe was imminent in the spring of 1946." There was threat of another strike in March 1946, due to disagreement between the CSU and the respondent Producers, but to accept the foregoing theory is to draw as logical the conclusion, that the \$3.50 settlement, because of its timing was intended both as a reward for past services and payment for future favors.

Brewer also testified that the idea of the \$3.50 settlement arose at Cincinnati in October 1945. Regardless of the time when the amount was fixed, there is no evidence in the record that at any time during the strike, any person was promised any money other than the regular amount due for work performed. To accept the Board's theory again, it would be necessary to reject Brewer's testimony that at Cincinnati an additional commitment was made to President Walsh that there would be a settlement to those workers who were dismissed after the question of jurisdiction was settled by the three-man committee. The exact terms of the settlement were not agreed upon at Cincinnati but the "over-all commitment" was made at that time. In the undersigned's opinion the exact terms were those later worked out between Freeman and Walsh.

Reviewing the record as a whole, the undersigned is of the opinion that payments of the nature indicated above are not violations of the Act. The principle of payment was agreed upon at the time of the strike settlement, although somewhat later the method and manner of payment was tailored to fit the occasion. There is nowhere any suggestion in the record that strikebreakers were offered any other than their regular wages for work done or to be performed. The 60-

³ Kahane testified that these payments cost the 10 respondent producers about \$7,000,000.

day lump-sum award was caused by the position taken by the CSU, whereas the original intention had been to retain the replacements until the jurisdictional lines had been straightened out, but in no event longer than 60 days. The \$3.50 settlement was worked out subsequent to Cincinnati, when the time and amount of payment were fixed. The timing of the latter payment lends some credence to the Board's theory that it was intended as an inducement to the employees to act as strikebreakers in the event the threat of another strike became real. But in fact at the time there was no strike, and the undersigned is unable to accept the Board's theory in the absence of more compelling and persuasive proof.

The undersigned is of the further opinion that there is no reliable, probative, or substantial evidence that payments of the kind here made were violations of the Act. It is so found and it will be recommended hereafter that this portion of the complaint be dismissed.

EXHIBIT No. 16

INTERIM AGREEMENT

LOS ANGELES, CALIF., June 29, 1946.

The following Interim Agreement between Studio Carpenters Local 946; Moving Picture Painters Local 644; International Brotherhood of Electrical Workers Local 40; Building Service Employees Local 278; Building Service Local 193; and Screen Set Designers, Illustrators and Decorators Local 1421; and Independent Motion Picture Producers Association, has been entered into for a period beginning January 1, 1946, and ending upon the signing of an agreement with the major motion picture producing companies in Los Angeles County, at which time this agreement shall terminate, and the terms of the agreement between the major motion picture producing companies and the above unions shall be immediately put in effect.

1. The present duly appointed shop stewards in each of the studios controlled by the Independent Motion Picture Producers Association shall be the last working man laid off, and shall not be discriminated against because of union activity, and shall in no case be laid off without consultation with the Business Representative of the union involved. If no satisfactory settlement is arrived at, the matter shall be submitted to arbitration.

2. (a) All employees who perform work after 6:00 p. m. shall receive a ten (10%) percent hourly premium.

(b) All employees called to work at 8:00 p. m. or later shall be considered as performing work on the fourth graveyard shift and shall receive straight time, plus a half time bonus.

(c) All employees called to start work at 4:00 a. m. or later shall receive a half time bonus until 6:00 a. m. and straight time for the remainder of their minimum call.

3. The studio wage scale shall prevail at all locations.

4. All of the provisions of the contracts between the Independent Motion Picture Producers Association and the above listed unions covering work from January 1st, 1944, to December 31st, 1945, which are not inconsistent with this interim agreement shall remain in full force and effect.

5. All retroactive pay shall be computed at the rate herein prescribed, except that any person who worked forty-eight (48) hours or more in any one week shall receive for the first forty-eight (48) hours retroactive pay for actual hours worked, and for all hours in excess of forty-eight (48) hours payment shall be at the rates herein prescribed. No further obligation shall be put on the Independent Motion Picture Producers Association for any retroactive pay whatsoever as a result of a higher increase received from the major studios. Retroactive shall be paid within thirty (30) days of the signing of the interim agreement.

6. It is agreed between the parties hereto that a thirty-six (36) hours minimum call shall prevail, but the same shall not be applied retroactively.

7. Minimum call for Carpenters, Painters and IBEW #40 men to be one week, except stand-bys, scenic artists, and sign painters, and casuals for small companies while not working at P-R-C or Monogram.

8. It is agreed by the parties to this Interim Agreement that if the Independent Motion Picture Producers Association grants to any craft unaffiliated with the Conference of Studio Unions wage increases in excess of those provided by this Interim Agreement, the Conference Unions shall be given an additional increase sufficient to equal the increase or increases given to such other craft unions.

9. The Independent Motion Picture Producers Association agrees to comply with the vacation provisions of the 1944 contract with the major producers. Where a member of the Independent Motion Picture Producers Association operates no physical property but hires members of the above-mentioned crafts on his own pay roll, such employees shall receive their vacation allowance concurrently with his regular pay and at a rate equal to four (4%) percent of his regular pay.

10. The wage scales provided herein shall go into effect July 8, 1946.

11. The pay increases provided for by this agreement shall be retroactive to January 1, 1946.

Following are sheets showing the wage scales that shall prevail:

*Wage scales, hours of employment, and working conditions, Local No. 193,
B. S. E. I. U., June 25, 1946*

I. STUDIO MINIMUM WAGE SCALE

Schedule A	Studio rates					
	Schedule B					
	Weekly guaranty, 40 cumulative hours, 5-day week, $1\frac{1}{2}$ after 40; minimum call, 8 hours					
Service brackets ¹						
Daily, $1\frac{1}{2}$ after 8; $1\frac{1}{2}$ after 40; mini- mum call, 4 hours— (per hour)	A	B	C	D	E	
12 months continu- ous employ- ment (per hour)	12-24 months continu- ous employ- ment (per hour)	24-36 months continu- ous employ- ment (per hour)	36-48 months continu- ous employ- ment (per hour)	After 48 months continu- ous employ- ment (per hour)		
MM-1. Police captain	\$1.57	\$1.57	\$1.68	\$1.75	\$1.86	\$1.90
MM-2. Police lieutenant	1.42	1.42	1.57	1.66	1.70	1.78
MM-3. Policeman ²	1.20	1.20	1.32	1.38	1.44	1.50
MM-4. Tour or clockman	1.13	1.13	1.25	1.30	1.35	1.42
MM-5. Lot or set watchmen and watch- women and flag and whistlemen		1.10				
MM-6. Fire captain	1.42	1.42	1.57	1.66	1.70	1.78
MM-7. Fireman ²	1.20	1.20	1.32	1.38	1.44	1.50

¹ Administrative duties: Policemen (MM-3) or firemen (MM-7) regularly assigned administrative duties in addition to their normal duties shall be paid the scheduled rate of pay plus ten (10) cents per hour.

² Service brackets and "starting dates": For determining the appropriate service bracket of schedule B (weekly) employees in the wage scale above, each such employee presently employed shall receive credit for all continuous employment (as hereinafter defined) in his current classification with the producer.

CARPENTERS

(A) Carpenters, per week for 36-hour week	-----	\$81.00
(B) Carpenter gang boss (including a half-hour pick-up)	-----	103.78
(C) Foremen	-----	108.54
(D) Stand-by on production shall be guaranteed \$20.25 for an 8-hour call.	-----	
(E) Flat-salaried foremen, minimum	-----	165.25
(F) Apprentices pay to be raised in proportion to journeymen.	-----	

	Studio rates		
	Schedule A (per day, 6 hours, 1½ after 6)	Schedule B (weekly guaran- tory, 36 hours, foremen and gang boss 1½-hour pick-up each day)	Schedule C (weekly "on call")
"A" United Brotherhood of Carpenters and Joiners of America, Studio Local No. 946			
A-1. Construction and/or maintenance foreman-----	\$2.68	\$108.54	\$165.25
A-2. Construction and/or maintenance gang boss-----	2.56	103.78	-----
A-3. Journeyman and/or maintenance carpenter-----	2.25	81.00	-----
A-4. Apprentice carpenter—first year-----	1.49	53.64	-----
A-5. Apprentice carpenter—second year-----	1.57	56.70	-----
A-6. Apprentice carpenter—third year-----	1.75	63.00	-----
A-7. Apprentice carpenter—fourth year-----	2.01	72.36	-----
A-8. Standby or keyman-----	2.25	81.00	-----

ELECTRICIANS

(A) Electricians, per week, for a 36-hour week-----	\$81.00
(B) Electrician gang boss (including a half-hour pick-up)-----	103.78
(C) Stand-by on production shall be guaranteed \$20.25 for an 8-hour call.	
(D) Flat-salaried foremen minimum-----	165.25
(E) Apprentices' pay to be raised in proportion to journeymen.	

PAINTERS

(A) Foremen scenic artist on call-----	294.09
(B) Charge hand scenic artist, \$42.50 per 8-hour day, or per week-----	169.20
(C) Scenic artist, \$32.82 per 8-hour day, or per week-----	143.24
(D) Shopman scenic artist, per 36-hour week-----	81.00
(E) Foreman painters-----	165.25
(F) Head paint foreman-----	193.75
(G) Painter gang boss and/or decorator, per 36-hour week-----	96.12
(H) Color mixer-----	92.16
(I) Paperhanger-----	88.92
(J) Painter-----	81.00
(K) Paint-shop helper-----	54.00
(L) Apprentices' pay to be raised in proportion to journeymen.	
(M) Stand-by painter called by day \$22.60, by week-----	90.36
(N) Foreman advertising artist-----	165.25
(O) Title artist-----	127.60

JANITORS

Foremen to receive \$72.50; janitors to receive \$50.00 per week for a forty (40) hour week.

(Signed) Independent Motion Picture Producers Association, by I. E. Chadwick, president; UBCJA, Local No. 946, by J. N. Skelton; BPDPA, Local No. 644, by E. C. Head; BSEIU, Local No. 278, by John J. Lyons; BPDPA, Local No. 1421, by E. M. Gilbert; IBEW, Local No. 40, by Roy Tyndall; BSEIU, Local No. 193, by Ted Camp; CSU, by Herbert K. Sorrell.

EXHIBIT NO. 17

ARTICLE SEVEN. THE INTERNATIONAL PRESIDENT

SECTION 1. Salary and Allowances: The International President shall receive a salary of Twenty Thousand Dollars (\$20,000.00) per annum, payable weekly as due and, in addition, he shall be allowed when absent from home in the line of official duty, first-class transportation charges, plus Ten Dollars (\$10.00) per day hotel expenses, plus Ten Dollars (\$10.00) per diem.

SEC. 2. Power to Appoint: The International President shall have the authority to appoint an Assistant President, and as many International Representatives as he may deem necessary, subject to the approval of the General Executive Board. He shall appoint the Election Board at the Convention, subject to the approval of the General Executive Board, as hereinafter provided. He shall appoint delegates to trade assemblages, other than the American Federation of Labor and the Dominion Trades and Labor Congress, in which the Alliance may be entitled to representation, or in which he deems it expedient that the Alliance be represented. He shall exercise such other powers of appointment as are set forth in this Constitution or By-Laws.

SEC. 3. Power to Call Meetings: The International President shall have the power to call special meetings of the General Executive Board whenever he shall deem it advisable, but it shall be mandatory upon him to call two stated meetings of the General Executive Board each year, the first in mid-summer and the second in mid-winter. The President shall in his call designate the time and place of meeting.

The International President shall also call a meeting of the General Executive Board at least one week prior to the opening of any Convention of the Alliance, and this meeting shall be held in the convention city.

The International President shall have the power to call a meeting of the members of any affiliated local at any time, where this seems to him necessary or expedient. The individual members of local unions shall be bound to attend any meeting called by the International President.

SEC. 4. Preside Over Meetings: The President shall preside over all sessions of the Convention of this Alliance and over all meetings of the General Executive Board.

He shall preside over any meeting of a local union called by him.

SEC. 5. Judicial Powers: The International President shall have original jurisdiction to try charges against individual members of this Alliance:

(a) When charges have been preferred against a member to his local union and the local union has wrongfully neglected or refused to take cognizance of them; or

(b) When charges are preferred against a member of a dissolved or suspended local union.

The President shall have original jurisdiction to try all charges against an affiliated local union whether these charges are preferred by an individual member or by another affiliated local union.

The President shall have authority to entertain appeals from the decisions of the affiliated local unions, as provided in Article Seventeen of this Constitution.

SEC. 6. Interpret Constitution and By-Laws: The laws of this Alliance as contained in this Constitution and By-Laws shall be interpreted by the International President and his decisions thereon shall be binding upon all individual members and affiliated local unions of the Alliance until amended or reversed in the manner hereafter provided.

The International President shall render decisions upon questions of law where the Constitution and By-Laws contain no express provisions for the determination thereof—his ruling upon such questions shall be made in conformity with the spirit and substance of the Constitution and By-Laws and with regard to the equities of the circumstances.

Any decision of the International President, rendered pursuant to the provisions of this Section, shall be subject to appeal to the General Executive Board in the manner provided hereafter in Article Seventeen.

SEC. 7. Report: The International President shall cause to be kept a true and correct record of the conduct of his administration, and at the conclusion of his term of office he shall submit to the Convention a detailed printed report which shall be distributed to the delegates not later than the Wednesday morning following the opening of the session.

SEC. 8. Audit of Books: The International President shall cause to be audited by a certified public accountant, to be chosen by him with the consent of the General Executive Board, the books of account of the General Secretary-Treasurer of the Alliance and the books of account of any other person who handles the funds of the Alliance, and shall receive from the said accountant a detailed audit statement dated not later than the last day of the month preceding the opening of the convention. These reports shall be submitted by the President to the assembled delegates for their consideration and action.

The cost of this audit shall be paid out of the General Funds of this Alliance by the General Secretary-Treasurer.

SEC. 9. Books of Local Unions: The International President shall have the power to order the officers of any affiliated local union to submit the books and records of the local union to him or his nominee for examination whenever he shall deem it necessary or expedient: *Provided, however,* That such examination shall be made in the presence of a committee appointed by the local union.

SEC. 10. Unfair Employers: The International President, with the consent of the General Executive Board, shall have the power to order any and all members of this Alliance to refrain from rendering service to or with any enterprise wherein any former employer, who is indebted to any member of the Alliance for services rendered, is interested as an actor, manager, or owner, until all such indebtedness is satisfactorily adjusted.

The International President, with the consent of the General Executive Board, shall have the power to order any and all members of this Alliance to refrain from rendering service to or with any unfair enterprise, and the obligation of the individual members to obey such order shall be considered a prior obligation to their contract of employment with such enterprise.

When a theater or place of amusement has been placed on the Unfair List, all theaters, places of amusement, studios, shops, or traveling attractions operated by the unfair owners or management, wherever located, may also be declared unfair by the General Executive Board of the International Alliance. No contracts entered into between any local and any manager or syndicate will prevent the operation of this law.

SEC. 11. Special Contracts: The International President shall be empowered, whenever he shall deem it necessary or expedient, to issue special contracts, or to authorize the making of such contracts for traveling attractions, or any other employer or employers of members of the Alliance.

Unless otherwise provided in this Constitution and Bylaws, this shall not be construed to affect the power of each local union to fix the scale of wages and working conditions within its jurisdiction.

SEC. 12. Power to Represent Alliance as Delegate: The International President shall by virtue of his office serve as one of the delegates of the Alliance to the American Federation of Labor and shall also be an ex-officio delegate to any other convention to which this Alliance shall be entitled to representation.

The President shall also be empowered to accept invitations to attend either in person or by a nominee such conventions or trades assemblages as shall be for the best interests of the Alliance.

SEC. 13. Delegation of Powers: The International President shall have the right to delegate any of his powers to the Assistant President, the Vice Presidents, or to the International Representatives by him appointed from time to time as he shall deem such delegation necessary or expedient for the best interests of the Alliance.

SEC. 14. Executive Powers: The President shall be the executive head of this Alliance, and his duties shall be those duties usually devolving upon the International President or executive officer of similar voluntary organizations, and his authority shall be that ordinarily conferred upon similar officers having broad executive powers, and in construing this section it is the desire of this Alliance to insist upon a construction which will support the actions of the International President in carrying out the expressed purposes of the Alliance, not only along the lines expressly herein indicated, but in a broad general manner, and the International President shall have and is hereby specifically given the power to issue such rules, regulations, orders, or mandates as he may deem necessary or advisable in the conduct of his said office.

In addition to the general powers hereby conferred upon the International President, he shall have all special powers conferred upon him by this Constitution, By-Laws, and Special Laws enacted thereunder.

SEC. 15. Power to Institute Suit: In the event that any officer or member of this International Alliance shall have misappropriated funds or property of this Alliance or refused or neglected to turn over funds or property of this Alliance in his hands to his duly elected successor or to such person as shall be entitled to the same, or in the event that any officer or member of any affiliated union whose charter has been suspended or revoked shall refuse to deliver to the representative of the International President of this Alliance all monies or property of such local union of this Alliance, as hereafter provided, or in any other case where the rights or interests of this Alliance shall be jeopardized or involved, the International President shall have the power and right to institute in his own name or in the name of his duly authorized representative any action or proceeding at law or in equity in any court of competent jurisdiction to redress such wrongs, to recover such monies or property, or the value thereof.

SEC. 16. Control of Local Unions in Emergency: (a) In the event that any affiliated local union of this Alliance shall become delinquent in the fulfillment of its financial obligations to the Alliance as herein set forth the International President shall, at his discretion, suspend or revoke the charter of such delinquent local union as provided in Article Eighteen, Section 11, or

(b) Where reliable and creditable information is brought to the knowledge of the International President indicating that a condition exists in an affiliated local union whereby the actions of the officers or members thereof endanger the property rights or interests of this Alliance, of any affiliated local union thereof, or of individual members thereof, and where, because of the imminence or irreparable injury thereto, the ordinary procedure prescribed by this Constitution and By-Laws would, in the opinion of the International President, prove too slow, cumbersome, and inadequate to completely protect the rights and interests so endangered; then the International President has the right and is hereby empowered, with the consent of the General Executive Board, to declare the existence of a state of emergency in the said local union. The International President shall give notice of the existence of a state of emergency, in writing, to the officers of said local union, wherein said condition exists. This notice shall be in the form of a complaint and shall be forwarded to the officers of said local union by mail or by telegram. Said notice shall summon the officers of said local union to a hearing before the International President or his duly accredited representative within forty-eight (48) hours at a designated time and place to be mentioned in said notice, and said notice shall contain a statement of facts upon which the International President relied.

At this hearing the officers of said local union shall be entitled to present evidence to the effect that the facts creating the emergency are nonexistent or false. During the period of forty-eight (48) hours preceding the hearing, in order to maintain the status quo, the authority of the officials of the local union shall be suspended and all acts pertaining to the local union done on their parts during this period shall be null and void.

If, upon hearing, it appears that the facts reported to the International President are as represented, and that a state of emergency does in fact exist, then the International President or his duly accredited representative shall have the power during the continuance of said emergency to take over all books, records, monies, credits, and property of such union of every nature whatsoever and to administer the same according to his best judgment for the benefit of such local and this International; to collect dues, fines and other revenue to which said local may be entitled and to incur and pay all just bills and obligations of said local union out of its funds in his hands; to adjust disputes between employers and members of such local union and enter into working contracts for its members which said contracts shall be valid, legal and binding upon said union and the members thereof after the expiration of said emergency until the expiration thereof; and in general, to conduct the affairs of said union in the same manner as it might have conducted its own affairs in the absence of such emergency. The International President, or his duly accredited representative, is hereby expressly authorized and empowered to bring any action at law or equity in any court of competent jurisdiction and in his own name to recover any monies due said local union and any monies or property of said local union wrongfully withheld from him by any officer or other person or the value of any property so wrongfully withheld, together with damages, if any, for the wrongful detention thereof.

Upon the removal by trial, or the resignation of any officer of any local union, the International President, or his duly accredited representative in charge of the affairs of said local union, shall have the power and authority to cause an election to be held by the qualified members of such local union, to choose a successor or successors to such officer or officers, upon the expiration of such emergency as may be determined by the Executive Board as hereinafter provided, and said International President, or his representative, shall have the power and authority to prescribe and enforce such rules and regulations for the conduct of such election as shall insure an honest and fair election by the membership of such local union.

During the continuance of such emergency, all of the rights, powers, and privileges granted to any local union, its officers or members, to conduct its affairs, granted or guaranteed to said local union by its charter, or by this Constitution or any By-Laws enacted hereunder, shall be suspended and any other provisions of this Constitution or the By-Laws enacted hereunder and any provisions of the charter, Constitution or By-Laws of any such local union inconsistent with the

powers herein granted to the Executive Board of this Alliance, the International President, Vice-President or International Representative appointed to conduct the affairs of such local union are hereby declared to be entirely inoperative and of no force and effect during the continuance of such emergency and until such emergency shall have terminated and such termination shall have been expressed by resolution of the General Executive Board.

The sole authority for the conduct of the affairs of such local union during such emergency shall be the orders, rules, mandates and decisions of the International President, the Executive Board and the Vice-President or International Representative appointed to conduct the affairs of said local union, provided, however, that any officer or member of such union in good standing shall have the right to appeal from any such order, mandate or decision on account of which he feels aggrieved, to the General Executive Board and from the decision of said Board to the delegates of this Alliance when assembled in convention as provided in the Constitution in case of appeals from decisions of the President.

The time for hearing on any complaint filed as herein provided may, in the discretion of the International President or his duly accredited representative, be extended upon the application of said accused officers of said local union and in no other case whatever, it being the purpose of this section to accord to said accused officers as early a hearing upon said complaint as is possible.

SEC. 17. General Counsel: It shall be the duty of the International President, if and when he deems it necessary, to select a duly licensed and practicing attorney, or attorneys, familiar with labor problems and labor laws to act as general counsel, to receive such compensation, allowances and expenses, and for such period of time, not to exceed the term for which said President was elected, as he may deem most advantageous to this Alliance, and as may be agreed upon by contract, which contract shall be approved by a majority of the Executive Board.

SEC. 18. Special Department: It shall be the duty of the International President to promulgate rules and regulations for the structural organization of a special department for film exchange employees and theatrical employees.

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