A STUDY OF THE AMERICAN FEDERATION OF MUSICIANS

by

DOUGLAS ALAN SMITHERS

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ABSTRACT

It is the intention in this study to familiarize the reader with the unionization of the music industry. First, there is a discussion of the boundaries of the music industry, followed by a general analysis of musicians as occupational types. This is necessary because of the unique conditions surrounding music—as a profession and as an industry. Second, a brief historical outline, showing, in particular, the growth and decline of rival unionism in Canada. Third, a discussion of the structure of the International and its Federated Locals. Of particular significance here is the position of the International President and the constitutional authority conferred on him. Four, the role of collective bargaining—stressing particularly the American Federation of Musicians' unilateral wage rate determination. Five, the problems of technological change, particularly with respect to the use of records, radio, television and motion pictures.

The summary chapter, rather than review what has gone before, utilizes the Report of the Royal Commission on National Development in the Arts, Letters and Sciences to show the insecure position of the musician in Canada.
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INTRODUCTION

In many respects the Musicians' Union\(^1\) is one of the more notorious of contemporary unions. This may be attributable to its dynamic leader, James C. Petrillo, or to the fact that music and the musicians themselves are always in the public eye, or perhaps a combination of both. At any rate, the AFofM enjoys a great deal of publicity, both good and bad. This 'good and bad' feeling brings to mind what a trade-union official told me when he learned of my proposed study of the AFofM. He maintained that the AFofM, and its leader, James C. Petrillo, should be shown as "high-handed, autocratic, and a detriment to the trade union movement".\(^2\)

While it is not the purpose of this thesis to agree or disagree with these opinions, the reader will be impressed with some of the unique features of the music industry. It is hoped than an enunciation of these features might demonstrate why the AFofM has been so "dictatorial".

There is one point that should be mentioned in so far as it represents a new answer to an old cry. Employers and the various employers' associations have long railed against trade unions because unionization and, in particular, the Closed Shop Principle, have meant the loss of the fundamental freedom of the individual, i.e., the Freedom to Work\(^3\). However, the AFofM, in spite of its strict closed shop clause, has

\(^1\) The term Musicians' Union, along with the abbreviation AFofM, will be used as referring to the American Federation of Musicians of the United States and Canada.

\(^2\) The AFofM's attitude caused Murray Cotterill, President of the Toronto Labour Council (CCL) to say, "The AFofM has the crummiest public relations on the continent".

\(^3\) This is a rather loose phrase, at best, but does point up one of the arguments of employers against unionization. Union standardization, in terms of seniority principles, industry-wide uniform wage rates, etc., tend to destroy the worker's initiative. See "The Closed Shop", published by the National Association of Manufacturers, New York, 1941.
nevertheless allowed for individual incentive, initiative and efficiency. As will be discussed in Chapter VII, base rates (union scale) are set unilaterally by the AFofM. Where musicians are in the position to bargain for and receive over-scale rates, they are encouraged to do so by the AFofM. Discriminating rates of pay quite unlike the standard rates that characterize so many other industries are thus the pattern in the music industry.

To the economist, this is understandable because music is a personal service\(^1\). Union policies are designed to aid the musician in securing a wage rate equal to his ability\(^2\), in much the same manner as doctors, lawyers and other professional groups.

In wage policies the AFofM looks after the interest of two separate groups: (1) the musicians who receive the base rate set by the Local, and (2) the musicians who receive more than the base rates for their services. There is a similar classification made by the AFofM with regard to the employment of musicians: (1) the casual (part-time) musician, and (2) the professional (full-time) musician.\(^3\)

Since this thesis constitutes an original contribution on the Canadian scene, much of the information is lacking which ordinarily would be available to the student. Consequently the reader will find certain aspects of this study developed more fully than others. Newspapers and periodicals of various kinds; interviews with persons either directly

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\(^1\) Thus within the definition of a "service trade", where labour is not used in the creation of a physical product.

\(^2\) "Ability" in the music industry is dependent upon individuality and popularity.

\(^3\) Chapter II contains a full discussion on the differences between these two categories. They are only mentioned here to show the completed picture (wage effect and employment effect).
concerned or in allied fields; government documents and publications where applicable--have been utilized. Reliability and interpretations of the findings in this study must become the sole responsibility of the author.

The author wishes to acknowledge, with thanks, the assistance given by Mr. George Leach, Secretary of Local 145, AFofM, Vancouver, and the firm of Hal Leyshon and Associates, Public Relations Counsel for the AFofM. To Professor Stuart Jamieson of the Department of Economics, the University of British Columbia, special thanks must be given for his constructive criticism in the development of this paper.
Chapter I
THE MUSIC INDUSTRY

This title may appear to be misleading, since the usual conception of the term industry is associated with clearly defined business activities as, the "iron and steel industry". However, some definition of the boundaries within which the instrumental musician works must be given. From the point of view of the AFofM, it may be said that wherever music is played professionally it is in the music industry. As may be realized, this is virtually limitless. The exceptions to this have been rather sharply defined in an agreement between the AFofM, the Music Educator's National Conference, and the American Association of School Administrators.¹

The substance of their agreement is that anything falling under the heading of "entertainment" is in the province of the professional musician. What therefore is not entertainment is called "music education", and is listed as follows:

1. School Functions--initiated by the schools as a part of a school program, whether in a school building or other building.
2. Community Functions--as the P.T.A., that are organized for educational purposes.
3. Educational Broadcasts--where a demonstration of a pupil's achievement after a long period of study is to be shown.
4. Civic Occasions--local, state or patriotic interest (as the Veterans of Foreign Wars) on Memorial Days.
5. Benefit Performances--for local charities such as the Red Cross.
6. Educational or Civic Services--those not covered that were previously agreed to by the locals of the AFofM and the school authorities.

(7) Audition Recordings—for study purposes, where they are used exclusively by the students and teachers.

The primary purpose of this "Code of Ethics" is to ensure the professional musician the fullest protection in his efforts to earn his living from the playing and rendition of music. Therefore the following have been set as within the province of the professional musician, under the heading of "entertainment":

(1) Civic parades, ceremonies, expositions, community concerts, and community-center activities; regattas, non-scholastic contests, festivals, athletic games, activities or celebrations, and their like; national, state, and county fairs.

(2) Functions for the furtherance, directly or indirectly, of any public or private enterprise; functions by Chambers of Commerce, Boards of Trade, and commercial clubs or associations.

(3) Any occasion that is partisan or sectarian in character or purpose.

(4) Functions of clubs, societies, civic or fraternal organizations.\(^1\) as distinct

This definition of the limits of the professional musician/from those of the teacher has done a great deal to clarify their respective positions, and thus greatly reduce the conflict between them.

An investigation of the sources of employment of musicians, in terms of numbers employed, would show that the majority are hired for casual engagements. "Casuals", as they are known, cover a multitude of events occurring in the established fields of the music industry as well as in the non-established fields.\(^2\) Despite the uncertainty of casual

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\(^1\) "The Music Code of Ethics", op. cit.

\(^2\) A casual job can be played in one of the established fields when a musician will get someone to take his place so that he can 'have a night off'. Non-established, or casual fields, in addition to those listed by the Agreement quoted above, might also include: dances, cabarets, radio,
jobs, they constitute the most important source of livelihood for professional musicians.

An article in *Fortune Magazine* of September, 1951, estimates that approximately 160,000 of the 240,000 members of the AFofM in the United States and Canada do not make their livings entirely from the music profession. According to the article:

... Of the 240,000 AFofM members, relatively few are entirely supported by music. The twenty-eight major symphony orchestras employ fewer than 2500 musicians... only about 2000 musicians have fifty weeks staff employment in radio stations... between 3000 to 4000 are employed in single-spot commercial appearances on radio... 7000 are employed in the motion picture industry... 4000 non-traveling band members and concert artists make a full-time living from music... a reasonable guess of the number of members in the AFofM making a living at their profession might settle at about 80,000...

For the 160,000 musicians in the AFofM who cannot get steady engagements, their musical incomes must come from casual engagements.

Next in importance to the casual engagements come the engagements at various dance-halls, cabarets, and cocktail bars. In one important respect they constitute the backbone of the music industry. The number of musicians employed in these places cannot be given accurately, but it can be said that they constitute the largest source of full-time employment for professional musicians. Almost every type of musician has had to lean on the "crutch" provided by the dance-halls and cabarets at one time or another in his career. Symphony musicians are to be found working during off-seasons in dance-halls or cabarets to augment their incomes. As the

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public choice will change from one group to another, so the musicians come and go. These two characteristics—off-season work and public choice—have a good deal to do with the high turnover of musicians in dance-halls, cabarets, and cocktail bars. In addition to having a high turnover, these jobs constitute a very small part of the musical employment for casual musicians.

The remaining sections of the music industry that are not covered by the casual engagement, dance-hall or cabaret classification, are the more lucrative in that they provide the highest paying jobs for musicians in general. The first of these that we might briefly consider is that of radio entertainment. To get an idea of the role of music in this field, imagine turning on the radio and not hearing one note of music on any program! The listener would be bored in a very short time. A significant issue in this field, as dealt with later, is the competition between transcribed or "canned" music and "live" musicians. The Federal Communications Commission\(^1\) saw fit to intercede to the extent that radio stations are under a distinct obligation to hire live musicians. While this is an excellent theory to go by, the actual case has been the reverse. There is a small percentage of musicians employed regularly as studio men, receiving handsome salaries for their services, but by far the largest majority of radio stations do not hire any live musicians.\(^2\)

Motion picture studios employ musicians in varying degrees. Because of changing production schedules, however, the nucleus of permanent musicians employed is rather small. As the purpose of this chapter is to outline the

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2 The F.C.C.'s report revealed the fact that the average of musicians employed, to number of radio stations in operation, was a figure of less than one musician per radio station.
various sections constituting the music industry, the fact that musicians are employed in the motion picture industry is, for now, sufficient.1

Symphony orchestras2 employ a considerable number of musicians for a period of from three to four months during the year. Like radio employment, symphony employment is sought because of the higher wage-scale and prestige that is offered in comparison with casual and dance-hall jobs.

Television, while ostensibly a good field of employment for the musician, must for the present remain a matter of conjecture. It actually presents to the musician the same problem that first arose with the introduction of radio. This much can be said of this new field—its potentialities are enormous, both for public service and for competition among 'live' talent of all kinds.

The physical setting of the industry then is such that most employment is found in casual engagements which are played for any number of occasions in any number of locations. The smaller and more lucrative fields of employment in the industry might be stated as being network broadcasting, recording, network television shows, motion pictures, transcriptions, and personal appearances of "name" bands.

The physical setting alone cannot describe the music industry. There are other factors that tend to make the music industry, and musicians, unique. In the first place, music is, in addition to an industry, an art. The musician's performance is a matter of knowledge and skill to effect a desired result, best expressed by the term 'individuality'. To the listener it is a case of personal preference. There is also an extreme

1 For a fuller treatment of the motion picture industry, see Chapter XI.

2 For the best available study of the economic side of symphony orchestras, see M. Grant and H. Hettinger, America's Symphony Orchestras and How They Are Supported, New York, W. W. Norton and Co., 1940.
diversity in the industry itself, first of all in the types of music played. Among the more dominant types we should include: symphonic music, chamber music, opera, choral music, musical comedy, folk music, jazz music, swing music, progressive and Latin music, each differing from the others and each having its own following among the listening public.

A second point as regards diversity is the extreme range among employers found in the music industry. As pointed out before, the field of casual engagements covers almost all types of jobs. Similarly, the types of employer encountered are as diverse as the music and jobs played. The employer in fact may be the father of the bride, the secretary of a tennis club, the manager of a local radio station, proprietor of a night-club, in short, anyone who hires musicians professionally. In the more established forms of the music industry we find that the employers have frequently banded together in an effort to combat the musicians. This is to be expected, since the dance-hall operator, radio station owner, and any other employer constantly using musicians is interested primarily in the greatest possible returns. The union has recognized the need for establishing regulations over certain establishments (as dance-halls, theatres, cabarets, etc.) specifying a minimum number of musicians that must be employed. It has been bitterly resisted by various operators but to date the union has been largely successful in enforcing this law. A recent example of employer tactics occurred in the Vancouver Local when the employers asked, by way of an open letter to the members of the union, that the union members revert to the pre-war price-list\(^1\) and the operators would cut their prices to the public, thereby creating more work for the musicians.\(^2\)

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1 For casual musicians this would mean a loss of up to 40 per cent of their present income.

2 The employers felt that halls that were open only two nights a week could open for the full six nights, and that new halls could open up.
the musicians who have not been working regularly, the idea was acceptable, but by the vast majority it was disregarded.

To the marginal operator the cost of music is considerable, and there is thus a great willingness to side-step the union at every possible turn. Generally speaking, the more the employer depends on music, as in the case of dance-halls, the greater the power of the AFofM. Similarly, the AFofM has exercised more control over the unorganized employers, to the extent that a casual employer must pay the union price or else have no music. In the case of the really 'big' employers, in terms of money and interests backing them, the musician has not been so fortunate in winning 'make-work' rules and the like. This category would specifically include the major radio networks, television, the recording industry, and the motion picture industry. No matter how great the efforts have been on the part of the AFofM, the number of musicians employed in these industries is kept at a minimum. While it is necessary to have music in these industries, it is important to note that the music industry just enters but does not control them. Consequently, the employers have utilized a minimum number of musicians for a maximum number of jobs.

A distinction should be made regarding the term "employer" as used in the music industry. It refers to the employer of the whole orchestra, soloist, or group, but does not refer to the leader of the orchestra. The leader is known as the "contractor"\(^1\), and it is his duty to engage the individual members of an orchestra for a specific engagement. The employer, then, secures the services of the musicians through their leader. One of the unique features of the AFofM's control of its membership is that the

\(^1\) In some cases the contractor is an agent who books engagements for the orchestra. However it is still the function of the leader and not the employer to hire the members of the orchestra.
leader, being a union member, is subject to union control and is effectively the union's representative to the employer on the job. Contracts are signed between the contractor and the employer, usually for a period of thirteen weeks, providing for the employment of a certain number of union musicians, at union rates. Originally the union set all of the rules for a new industry, as in the case of the radio industry when it was starting out. However, the employers became more insistent on having a voice in their affairs and now formally established rules govern the radio industry. The union has adopted the policy of getting trade agreements established in these more lucrative fields of employment.

Collective bargaining is carried on between the union and the employer, not the contractor. The signed contract agrees to the conditions previously agreed to between the union and the employer. That the contractor must abide by the rules of the AFofM can be seen in the International Constitution, which states: "... members of the AFofM are not permitted to sign any form of contract or agreement for an engagement other than that issued by the AFofM. Penalty: fine of not less than $100.00. ..."

Copies of the contracts are deposited in the Local union office, and the union can thus keep a check on the musicians, contractors, and employers. A further check on members is set out in the By-Laws of the Locals, whereby no member of an orchestra can enter into contractual relations or discuss wages with an employer, but must do so through their leader. The Toronto Local (149) states this rather definitely in its Price List Regulations: "... A fine of $50.00 shall be imposed on any member who shows or allows any person not a member of the AFofM to read this Price List. ..."

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2 Price List Regulations, Local 149, Toronto, Sec. 3, Note 9.
Coupled with the extreme range in types of music and employers in the industry, we also find a great variety in types of establishments. From a bootlegger hiring a three-piece band (or a piano player playing for drinks) on the one hand, to a 60-piece symphony orchestra supported by the top social strata on the other, we find a wide variety of jobs too numerous to mention. In regard to this diversity of music and musicians it should be pointed out that while no estimate in terms of dollar value can be given, the most lucrative field in the music industry is in popular music. This may well be a traveling band, recording artist, or a combination of both.

The music industry on the North American continent has been subject to extreme fluctuations in employment because music itself is not considered a vital service\(^1\) (like foodstuffs, lumber, coal, railway transportation, etc.). Therefore, the union would have less bargaining power since union tactics must be aimed almost entirely at the employer, or the public's ability to pay.\(^2\) There is an advantage to the union, however, in that it can use tactics which the public ignores or is unaware of which would not be tolerated in an industry producing a vital good or service.

Another point is that music is perhaps the most mobile service there is, due to modern communication facilities. That is, substitutes...

\(^1\) In 1948, the British Government passed the Local Government Act which contained an invaluable clause giving powers where necessary for the spending of public money on cultural activities. This enabled municipalities and borough councils to encourage symphony orchestras in their efforts to build new audiences in many parts of the country.

\(^2\) This would be in sharp contrast to Lewis and the UMW, for instance, who control a vital resource.
can easily be found—such as radio, records, transcriptions, etc. Since the product can be transported almost any distance at practically no cost, the individual musician and the separate union Locals alike have no bargaining power. The International Union, then, has had to go to unusual lengths to apply a multitude of detailed regulations so as to control effectively every major aspect of the music industry.
Chapter II
MUSICIANS AS OCCUPATIONAL TYPES

At first glance few occupational groups would appear so difficult to organize into a union as musicians. To begin with, they are extremely heterogeneous in composition, tending to lend weight to the belief that antagonism and conflict rather than co-operation would result from efforts to organize. Musicians are characterized by relatively extreme individualism, in keeping with the general idea of music being an "art". That is to say, each musician's popularity and thus his economic bargaining power depends upon his individuality as a performer. This fact leads us to a consideration of the financial rewards of individuality. As in the case of other highly specialized occupations, there are extreme divisions in income among musicians. At one end of the scale are the famous band leaders, successful concert artists, conductors, recording artists and so on, who enjoy vacations in Bermuda and incomes which run into six figures. At the other end are the musicians who work one or two jobs a year and must seek permanent employment elsewhere in order to live.

Another characteristic of musicians is that to many of them music is primarily a hobby. These nevertheless compete directly with the musicians who must depend upon their trade as a sole source of livelihood. In a sense, unionism makes musicians more, rather than less, competitive. Nearly 100 per cent of all musicians are in the AFofM and if a man is desirous of pursuing his hobby he must join the union in order to play. This in some measure accounts for the large number of part-time workers in the industry, as well as the competition of amateurs with professionals.

The extreme diversity in such things as types of music, ability, earnings and status would tend to further point up the difficulty of organization amongst musicians. The extreme mobility of musicians likewise represents an unstable factor.
Another difficulty of music as a profession lies in the absence of an objective criteria for measuring competency. While doctors, lawyers, and other professional men must prove their competency in terms of a set standard, such is not the case with musicians. Perhaps the argument is not valid for concert artists, symphony musicians or music teachers who are graduates of such institutions as the Juilliard School of Music. But it is valid for the majority of dance musicians who comprise the bulk of the AFoM's membership.

What then are some of the factors that tend to strengthen the union's hand? Perhaps one of the key factors is the casual nature of most musicians' employment. As with employers of longshoremen, building tradesmen, and other such workers, employers of musicians in many cases prefer to deal with a strong union because:

(1) It eliminates the uncertainty of cutthroat competition by establishing minimum rates.

(2) The union is the only agency with sufficient power to discipline its members and thus assure the employer of some minimum performance.

The union is able to protect employers on both counts because it controls the entire field of employment. The individual employer has no effective disciplinary control over musicians, since musicians only do short jobs for any one employer and the threat of dismissal is really no threat at all. Expulsion from the union, on the other hand, means loss of the right to earn a livelihood throughout the entire industry. A good example of union discipline was seen several years ago when a group of Toronto musicians, driving to Owen Sound to fulfill a New Year's Eve engagement, were stopped by a blizzard. They could not play the job and pleaded their case to the union on the grounds of an "act of God" having
prevented them. The union, however, refused this argument on the grounds that the musicians should have had the foresight to take a train or bus, both of which got through. The union subsequently ordered the musicians to pay the Owen Sound employer the full cost of the engagement plus all of his incidental costs, including advertising.

"Group consciousness" is another characteristic that tends to favour unionism. The common folklore that has sprung up amongst musicians has created a language all of its own which only musicians can talk.¹ The personal identification of musicians ("he's in Jack Smith's band") adds to this group consciousness. There is also a process of selection at work. For a few in the music business, the "rugged life" has a direct appeal. Sleeping until noon, excessive traveling, working at nights, etc., hold a fascination for some. Such working conditions, however, limit the number who can stay with it and thus tend to limit competition.

Skill and training of musicians, while being extremely diverse, is no criterion for a person joining the union. As the union is not an employment agency, it is only interested in seeing that ALL musicians are in the union. Whether or not a musician can play a job adequately must be determined by the leader of the orchestra, not by the union executive.

It is perhaps more useful, for purposes of analysis, to classify musicians according to their tenure of employment rather than their skill and training. There are two main categories in this regard. One group

¹ A man who "blows real cool" is a musician who can play an instrument in keeping with the sound, style, and techniques of progressive jazz. Similarly, the tools of the trade undergo changes to the extent that clarinets become "sticks" or else all instruments are known as "horns". Therefore a progressive pianist might be described as a man who "blows real great horn". . . and so on.
of musicians falls into the **casual** class (as part-time employment) and the other group into the **professional** class (as full-time employment).¹

Musicians in the first category, by and large, are interested in the union for two reasons only: (1) that it will demand, and get, a high wage-scale for them and (2) that it will protect them against employers who may attempt to "chisel" or refuse to pay for a job. While this rather opportunistic attitude is not perhaps in the best interests of the union, the fact remains that the AFofM, like other unions, cannot guarantee employment for its members. To many in the union it has simply meant that not joining means not working. This attitude has been shared by both casual and professional musicians, though many of the latter realize the more positive benefits derived from their union. Many professional musicians merely tolerate the AFofM as a matter of necessity, feeling that a union is far below their dignity. They would prefer an association like those of doctors, lawyers, and other professional men. Perhaps the real reason for this preference is that the socially ambitious desire an association that could eliminate the poorer, "undesirable" musicians.

There appears to be a widespread reluctance on the part of musicians generally to classify themselves as workers and, therefore, trade-unionists. Many other musicians, of course, have sought to align themselves with the trade-union movement as earnestly as others have sought

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¹ While I have made the distinction between the casual and the professional musician, I do not imply that a man automatically is relegated to one group or the other. The full-time musician might well be unemployed tomorrow and find himself in the casual group.
connection with a professional association. Fortunately for the union itself, the fact that so many of the musicians ARE in the union has enabled it to control the membership with a firm hand. Some people express the opinion that musicians should classify themselves as workers if for no other reason than the fact that the average wage of the full-time musician is comparable to, but not in excess of, that of the average craft or industrial worker. The number of musicians who receive an income commensurate with that of doctors and lawyers (as a comparison with professional men) is so small in proportion to the total number of working musicians that the idea of a professional association does not seem realistic. This is, of course, presuming that greater benefits (other than social prestige) can be obtained through a trade union than through an association. Coupled with this fact is the one already stated—that to many in the union higher wage-scales and the guarantee of wage payment constitute a direct and realizable benefit of unionism.

Because of the insecurity of the music industry, with its characteristic good and bad times, many of the full-time musicians have looked toward the union in the hope that it will some day provide pension plans out of work benefits and the like. A certain amount of hostility and contempt exists among the professional musicians towards the casuals, based primarily on the fact that the latter are taking work away from the former. This attitude would prevail no matter how plentiful the work was because of the

1 Much of the union support in Canada has come from the bandsman (that is military bandsman as distinct from orchestra and dance musicians) in each Local. The apathy of the orchestra and dance men is explained because of their inability to attend union meetings. However, one of the best-known band leaders in Canada pointed out that, "if it wasn't for those older men there'd be nobody to run the union".
'greedy' attitudes that some have adopted in this profession. It is characteristic of most occupations that employ casual and full-time workers and therefore is not unique in the musical profession.

Musicians in Canada have never been restricted because of their race, as they have in the United States, but this is probably due to the fact that there are fewer "non-white" musicians in this country. The negroes have been encouraged to set up their own locals in the United States and these are found in all of the principal cities in the U. S. They have an organization similar to that of the "white" locals but, generally speaking, their wage-scale is lower than that found in the comparable white local. In New York, for instance, white and negro 'sidemen'1 in theatres differ in their wage-scales by more than $30.00 a week. In Canada this has not been the case because of the comparative scarcity of negro musicians. Chinese and Japanese musicians have made little or no headway in music in Canada but this is due primarily to an inability on the part of these people to play our type of music, the main emphasis here being on modern jazz music. While it does not apply in every case, the writer feels, through association with certain of these musicians, that they cannot compete with white musicians. It can be said that musicians tend to classify a person according to his ability (and their classification is not always kind) rather than by his race. This is only an estimation of ability and does not invalidate the fact that negroes form their own Locals. The qualification exists that the degree of liberalism or racial tolerance is directly related to the size of the minority group seeking music as a profession—where the number is sufficiently large, suitable action would be taken to have them checked.

1 The term "sidemen" refers to those musicians in an orchestra other than the leader.
A difficulty that is not generally found amongst other workers is that the musician must necessarily compete with everyone else who plays the same instrument as himself. A steelworker, say, must prove that he is capable of doing his job and no more, whereas the musician must be not only capable but must also be a good deal better than the men who are out of work and are free to accept engagements. To hold a job with a band requires that many of the musicians be able to play two instruments proficiently (in the case of saxophone players it would necessitate being able to play the clarinet), be able to read music, "fake"¹, and try to keep abreast of the latest styles. (The word "try" is used here because the jazz complexities of modern/music, currently exemplified by the "bop" idiom, are so exacting that all the average musician can do is try to keep abreast of them.) Progressive/music is not all-inclusive since a musician is equally in as great a demand today if he is an interpreter of folk-music (hillbilly, cowboy, and others). An additional factor increasing competition amongst musicians is that music is a "hobby" for so many people, as a means of self-expression. There is a relatively small capital investment required in order to practice one's trade, whereas the steelworker could not begin to carry on the day's work when he arrived home.

Despite its complexities, more and more people are entering the musical profession on a full-time basis while quite aware of the hazards of the occupation. Perhaps it is the thought of the few who make the grade and subsequently earn in excess of $100,000.00 per year, as Guy Lombardo has done for many years, or else the fame and prestige that the

¹ To "fake" a tune is to play a tune by memory, and be able to improvise.
more celebrated musicians enjoy, or simply the fact that it is all that a person knows (for here a man's I.Q. is of little or no value whatsoever. At any rate, music will always be an overcrowded field with new members joining the ranks of the casual musician every day.
"It has been a long struggle of the Musicians to get themselves looked upon as workers instead of players."

--John R. Commons.

This was the viewpoint of a famous labour economist who felt that the unionization of the musicians spelled an end to all their troubles. We now realize that the problems are as pressing today, with complete unionization, as they were at the turn of the century, when unionism among musicians was in its infancy. It was however this struggle which first led the movement away from the old society form of organization. The first of these societies was formed in Philadelphia in 1871 and was known as the Musicians' National Protective Association, later the National Music Association. In 1886, delegates from a group of musical societies in New York, Philadelphia, Cincinnati, Boston, and Milwaukee met in New York to form the National League of Musicians. This group was like many of the other so-called "national" unions of its time in that it was in reality only a regional union, since two or three of these societies controlled all of the other 'locals'.

The number of locals rose to 101 by 1896. There were wide variations among them since there were no standard rules for the locals to follow. There was only the request (and it was nothing more) by the League that the member locals try to enforce the minimum wage and see that their individual members did not play with non-union musicians. However, as the request was not enforced by the parent body, it was largely ineffective.

From the outset the National League of Musicians was faced by continual competition from locals chartered by the American Federation of...
Labor and the Knights of Labor. Even though the locals in the West wanted to affiliate with one or the other of these bodies, the League, controlled at that time by the locals in New York and Philadelphia, resisted, preferring to continue as an independent organization. The conflict became sharper and many of the local leaders in the League left that body and joined the AFoFL. Finally a convention was called in Indianapolis on October 19, 1896, of delegates from 19 locals of the League and five locals of the AFoFL. The delegates voted to form and affiliate with a new organization, the American Federation of Musicians, with an International charter from the AFoFL.

This decision split the League. The majority of Locals joined the new AFoFL, and only a rump remained. By 1902 only three of the original 101 locals were left in the League and it had, to all intents and purposes, disbanded (although the AFoFL maintained a "ghost" League for financial reasons until 1904).

The AFoFM's first president was Owen Miller of St. Louis. Joseph N. Weber succeeded him to the presidency in 1900 and with the exception of one year held the post until 1940. James C. Petrillo has been its president since then and there is every likelihood that he will remain in this position for some time to come. It is one of the characteristics of the major trade-unions of today that presidents are changed only after a long term in office. Union leadership, like other skilled and specialized occupations, has tended to become "professionalized". The reason generally given is that continuous leadership by a person or group lends solidarity by virtue of the fact that they are the only ones who are totally familiar with, and capable of handling, all of the diverse problems that arise.
The rapid growth of the AFoFM can be seen in the above chart. While the figures in Chart 1 may be a little misleading because of the inclusion of theatrical employees, Wolman points out that the Musicians Union rose from 4600 members in 1897 to 75,000 in 1923. In 1920, 5000 of an estimated 70,000 members of the AFoFM were Canadians.

2 Ibid., pp. 118-119.
3 Ibid., p. 134.
An interesting point in the development of the APofM is that in 1913 there were some 636 locals in the United States and Canada. In 1951 we find that there has been a slight increase in the number of locals compared to the number of musicians unionized\(^1\) showing a tremendous growth in membership but not in the territory covered by the union.

In Canada, the Toronto local is the oldest—older than the APofM itself. It was formed by 11 musicians on December 2, 1887, and originally was called The Toronto Musical Protective Association.\(^2\) Like the other locals that formed in Canada, it was relatively poor for a long time after joining the International body, due to the very immaturity of the labor movement itself.\(^3\)

Today there are 30 Locals of the APofM in Canada, nine chartered before 1903 and seven of the remaining 21 chartered in the late 1930's. The growth of these Locals can be seen in a consideration of the problems that particularly confronted them due to the advent of rival unionism in Canada. In March, 1927, the All-Canadian Congress of Labour was formed in Canada, ostensibly to organize Canadian labor independently of the existing international unions of the American Federation of Labor. One of the first of a group of independent locals of musicians to affiliate with the All-Canadian Congress of Labour (hereafter referred to as the ACCL) was the

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1 In 1913 there was a membership of 64,000 in 636 locals. In 1951 there is an estimated 240,000 in 701 locals in the U. S. and Canada.

2 The Toronto Local is still known as the Toronto Musical Protective Association, but unlike its earlier counterpart it is now a member of the APofM.

3 See H. A. Logan, Trade Unions in Canada, Toronto, Macmillan & Co., 1948. While Logan discusses problems in the early growth of trade-unionism in Canada from a general standpoint, which is applicable to the locals of the APofM, he does not discuss the musicians union in particular.
National Association of Theatrical Employees, No. 3 (Musicians) in Montreal, Quebec. Organization of rival unions quickly followed across Canada and a national body was set up, known as the Musicians' Union of Canada. Whether or not the national body was established primarily as a protest against alien leadership, or whether the main goal was to establish national unions as such, is difficult to decide. At any rate, the new organization quickly took hold, marked by intense competition with the AFofM.¹

This splinter group gained further momentum² when the competition offered by substitutes, as records, became sharper. Independent unions had been formed in the United States during the late 1920's to protest the AFofM's inadequacy in coping with the mounting unemployment resulting from

¹ An incident occurred in the Vancouver Local which has since become legendary to local musicians. Vancouver, in 1929, was host to a "Sea-Music Festival" at which appeared an organization called the National Juvenile Band of Vancouver. This group was composed of young boys who, enthusiastically enough, used to play for any and every function that came along. It became the intention of this band to play for the Sea-Music Festival and the Vancouver Local of the AFofM contested the issue on the grounds that it meant the loss of work to the professional musicians in Vancouver. The Vancouver Local of the rival Musicians Union of Canada however sought to show up the AFofM in this issue, arguing that the AFofM was curbing the encouragement of young musicians.

Mr. E. C. Miller, then president of the Vancouver Local of the AFofM stated that the issue was played up by the splinter group whose only comment on the AFofM's policy was that "... (it was) the wishes of a gentleman named Joe Weber, who reigns over this labour racket in the world's worst crime centre (Chicago)...." See The Canadian Unionist, vol. 11, no. 9, March, 1929.

² Similar to the "Sea-Music Festival" rift was the dispute that took place at the Toronto Exposition in 1928. Canadian bands belonging to the AFofM were ordered not to march with non-union bands (that is, bands in the Musicians Union of Canada and non-union bands) in the parade opening the Exposition. As a result of this, visiting American bands were so short-handed that three non-union bands had to be used. This caused considerable friction amongst the members of the Toronto Local of the AFofM and many of the musicians broke away completely from the Local declaring that they would work for anyone that would pay the price.
the use of mechanical music and "talkies". The AFofM had to resort to public appeal to try to curb the use of "talkies" and in the process spent well over one million dollars. The argument that "talkies" would destroy the American culture was flimsy and carried little weight.

The unemployment amongst musicians which became staggering when sound music was introduced in motion pictures and radio in 1929 was a serious blow to the power heretofore enjoyed by the AFofM.

The AFofM's policy in regard to radio was to try to force the issue of the 'closed shop' in order to protect its members, using the blacklist and boycott as offensive measures. The majority of radio stations in Canada had no other choice than to agree to the AFofM's demands, while a growing minority held out by refusing to hire any other than musicians from the Musicians Union of Canada (MUC). The Canadian Broadcasting Corporation's policy was established by Mr. Hector Charlesworth, head of the CBC, who followed a policy of hiring any musicians that he saw fit, from any or no union. In December of 1932 Mr. Charlesworth stated the position of the CBC very clearly when he said, "So far as the relations of the various unions are concerned, the policy of the Commission will be strictly neutral and attempts by any organization to dominate stations will be severely dealt with". The MUC took up the argument, as it were, and tried to point out the reaction generally felt in Canada to the AFofM's influence which was termed "insidious and subversive".¹

The AFofM was still a very powerful union despite sound music, the declared policy of the CBC, and the 'sounding off' of the MUC. On June 8,

¹ One example of a radio station that was subverted to this 'insidious' influence was Station CKNC, Toronto. On January 31, 1933, it issued the following statement: " . . . any musicians playing over our station must belong to the Toronto Musical Protective Association (Local 149, AFofM) and be able to present their union cards at any time. . . ."
1934, it went out on strike against the CBC's ruling of free hiring of musicians. The demands originally were forced by the Toronto Local for a closed shop and a 30 per cent wage boost. By June 15, the strike had spread to all of the CBC stations across Canada. The issue was bitterly contested and the union dropped the demands for the wage boost before any settlement could be reached. This concession was acceptable to the union since its principal aim in calling the strike was to get the MUC out of radio, and in fact, out of business entirely. Weber, the International President of the AFofM, had to come to Toronto and meet with Charlesworth. The final result was that the MUC was allowed to remain on the air.

In June, 1935, the Canadian Federation of Musicians (CFM) was formed out of the MUC and was headed by A. E. Bray, long-time president of the AFofM's Local 406 in Montreal and later head of Local 10 of the MUC. The formation of this national body was heralded as striking the death blow to the AFofM in Canada. The AFofM countered these wild proclamations by insisting that any visiting band from the United States could not play in any establishment where musicians from the CFM were being used. This proved to be one of the main factors accounting for the downfall of the CFM, because the one-night jobs of touring American name bands alone are a major source of income to the owners of dance-halls and auditoriums in Canada. It meant that any place hiring CFM musicians could not "book in" AFofM bands either from distant points in Canada or from the United States. While the CBC could afford to hold out against the AFofM, the small operators could not and AFofM musicians had to be employed sooner or later.¹

¹ The AFofM's power was still very much in evidence as the following incidents might well show. In 1934, Loew's Theatres, Montreal, signed a contract with the CFM. It was indeed a hollow victory for the CFM since many of the top vaudeville acts, such as Sally Rand, Benny Ross, Kingston and Case and others, could not appear because of their connections with the AFofM. In the case of Sally Rand, her musical director could not appear due to AFofM regulations forbidding him to play in an establishment where other than AFofM musicians were employed.
One of the main themes of the CFM was that the Canadian Government should put pressure on the American Government to force the employment, dollar for dollar, of Canadian musicians in the United States for the money earned by American musicians in Canada. Restrictions of this nature were impracticable then as they are now since Canadian musicians are scarcely known outside of their own Locals. Because of this obscurity, American operators would scarcely gamble on an unknown Canadian band when there are always name bands open to engagements in the United States.

In regard to what constitutes the 'professional status' of a musician the attitudes of the AFofM and the CFM were worlds apart. The AFofM always maintained that the qualification of a professional musician is that he please the public. The CFM's attitude however differed markedly from this. Herman W. Lierson, Secretary of the London, Ontario Local of the CFM pointed out that what was really needed was an apprenticeship plan for musicians so that until a musician was "qualified" he could not become a member of the union. While such a plan might apply to symphony musicians, it has no place in the field of dance music.

By July, 1938, the CFM had almost broken up, being reduced to five Locals: two in Montreal and one each in Ottawa, Edmonton, and London.

1 A reiteration of this view is found in the Official Proceedings of the Forty-Second Annual Convention, June, 1937: "... in our profession, everybody must be eligible to become a member as long as he satisfies the public and receives pay for his services. ..."

2 Much of what Lierson had to say can be found in criticisms of the AFofM by Olin Downes, Music Critic of the New York Times and Walter Damrosch, then Conductor of the New York Philharmonic. The main point of their argument, particularly as voiced by Damrosch in Metronome, June, 1938, was that the AFofM was interested in the quantity and not the quality of music and musicians.
Further, the ACCL, which was the parent body, had a total membership only about one-sixth that of the Trades and Labour Congress. Further expansion of the ACCL could occur only through concentrating on the organization of industrial unions at the expense of the CFM and other craft unions. Finally the ACCL in 1940 combined with Canadian branches of major CIO unions, together with several independent unions, to form the Canadian Congress of Labour.

The end of the CFM was in sight after the formation of the CCL. From then on it could not even provide a nuisance value to the "anti-AFofM" interests. However, for a certain period of time during the 1930's the CFM did provide a certain amount of resistance to the AFofM. Probably the best way to describe it would be to say that it was "the little flea on the big flea's back".

We must now turn our attention to the structural set up of the AFofM, the tactics that it has devised to remain at the head of the music industry, and the effects of technological change on the industry itself.
Chapter IV

ANALYSIS OF THE INTERNATIONAL CONSTITUTION

The American Federation of Musicians is limited territorially to the United States and its possessions, and to Canada. The union does affiliate with other musicians' unions, as for example the Japanese and British Musicians' Unions through the I. L. O. The power of the AFofM lies in the fact, as it does with many of the international unions, that it is unique among other unions in the trade it represents.\(^1\) In size it is among the top ten per cent of existing international unions.\(^2\)

The supreme authority of the AFofM is the International Convention, held annually beginning on the first Monday in June.\(^3\) It is this authority that has been claimed by many to have been rendered useless by the powers given to the International President. The much talked-of "emergency clause"\(^4\) gives the President power to suspend any By-Law in the event of what he feels is an emergency. In order to carry out the emergency powers he is authorized to promulgate executive orders that are binding on all members and Locals of the AFofM. The AFofM feels that this clause is analogous to the emergency clauses of many organizations and that proof of its fairness can be found in the fact that Petrillo has used the emergency powers only twice since he became International President in 1940.\(^5\)

For all locals of 150 members or less, the Constitution allows one delegate to the Convention. All other Locals are allowed one delegate.

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5 The first time, Petrillo gave the large symphony orchestras the right to recruit their personnel from any local. The second time, Petrillo suspended the obligation of members of the Armed Forces to pay dues.
per 100 paid-up members, with a maximum of three delegates. Similarly, Locals are allowed one vote per 100 members with a maximum of ten votes. These provisions are designed to prevent the more powerful Locals, such as those in Chicago and New York, from controlling the Convention. Delegates to the Convention are elected by the membership of the Locals but, as is usually the case in Local unions, members of the Executive Board are the only ones sufficiently well-informed to attend the Conventions. This situation goes hand-in-hand with the general apathy of members that is characteristic of most unions.

The officers of the International are as follows: President, Vice-President, Secretary, Treasurer, and an Executive Committee of five members, one of whom must be a Canadian. The selection of members of the Executive Committee is usually made so as to provide territorial equality. While the Canadian member on the Committee can come from any Local, Walter M. Murdoch, the "Petrillo of Canada", has held the position for some time. The five members of the Executive Committee constitute the International Executive Board, and as such, according to the Constitution, control the AFofM's policy between Conventions.

Whether or not the International Executive Board or the International President controls the AFofM's policies between Conventions is a matter which we should consider for a moment. Formally, the President is responsible only to the International Convention.\(^1\) Further analysis of the powers of the President will, however, show that he is in fact a power higher than the International Executive Board.

\(^1\) Int. Const. AFofM, Art. I., Sec. 1-F states: "He (the President) shall report his acts and doings to the Annual Convention of the Federation".
The president, as pointed out above, has the power to suspend existing by-laws of the Federation. He also has the power to: (1) create new legislation, when the existing by-laws of the Federation are deemed inadequate, (2) draw from the Funds¹ of the Federation for the purposes of "furthering the interests of the Federation". Just what is implied in furthering the interests of the Federation is presumably left to the discretion of the president. The only restriction that is placed on the president is found in Art. 1, Sec. 1 of the Constitution, which states that "... (the President) may annul and set aside (existing rules) except such which treat with the finances of the organization ... ."

¹ The Funds of the International are comprised of the following:

(1) The Charter fee paid by the locals when they enter the Federation. This fee is variable depending on the size of the local entering the Federation and the jurisdiction that it covers.

(2) A semi-annual per capita tax paid by the locals to the Federation Treasury. This tax does not vary between the locals and is fixed at a certain amount.

(3) Semi-annual subscription paid by the locals to the Federation for every paid-up member which entitles each member to a copy of the monthly magazine of the Federation, known as the "International Musician". It is the usual type of union magazine giving all of the business of the Federation for the month.

(4) "Assessments and taxes as may be deemed necessary". This is a sort of pool into which all fines are paid.

(5) Interest on bank funds and other invested monies of the Federation.

(6) Donations. This could well include anything because of its ambiguity.

(7) National initiation fees.

(8) "Fines and fees on locals or members imposed by the International". This should be distinguished from (4) above.

(9) All profits of the printing plant.

It is interesting to note that in the event of a lawsuit involving one local (unless otherwise specified) Federation funds are not used. This also includes donations to organizations affiliated with the APofM. For amounts in excess of $100.00, the Convention takes final action.
While the Constitution has defined a very broad role for the president, everyday happenings have interpreted his powers as being even broader. That he controls the union is never questioned and that he has been successful in his job is equally uncontested since he enjoys the unqualified support of the Federation. Also, and due principally to the efforts of Petrillo, the musicians are receiving a higher wage and more employment than they have ever had before.

The president's salary is fixed at $20,000.00 per year. He is usually the president of one of the big locals (as in the case of Petrillo who receives $26,000.00 per annum as head of the Chicago Local) and is paid some $3000.00 a year expense money for which he does not have to account, as well as hotel and traveling expenses. The Federation further buys the president an automobile of his own choice, pays for the upkeep (as gas, oil, repairs, rent, insurance, and so on), and hires a chauffeur for him.

As regards such matters as calling the Convention, special sessions, removal and suspension of members, and the like, the president's powers conform to those of other international union presidents. However, his powers to amend the Constitution, and to draw upon union funds, are unique. Because of the president's personal power, it is the opinion of this writer that the fundamentals of AFoFM policy, as shown in its fight

1 While the wage-scale of the locals is determined by the Locals themselves, the Constitution provides for the International Executive Board's supervision of the Local's price-list. See Art. I, Sec. 5-0.

2 It is probably in respect to such gifts as these that Petrillo has been called a "Typical Labor Czar". Petrillo's reaction to these gifts is not surprising: "I don't abuse the power I have, I'm on the square with our members, so they give me things." When elected to the presidency of the AFoFM, Petrillo said, "My services have never been for sale only to the musicians I represent... I made you and you made me."
against recorded music, the extreme protection which it gives its members, the insistence that musicians get paid for playing jobs, are all embodied in the blanket authority that is given Petrillo each year at the Convention. Altogether, these establish him in a position of such authority that comparison with other labor leaders would be difficult if not meaningless.

As the external power of the AFoM rests, in part, on the fact that it has unique control over its trade, so the internal power of the union rests on the International's effective control over the member Locals. An investigation of this control will show the degree of subordination and restriction of the Locals by the International.

The jurisdiction of the Locals can be one of three classes. The first is that a local's territory shall include an area of no more than ten miles radius from the centre of the city or town in which the local is situated. Secondly, a Local's jurisdiction can be "statewide" or, as in the case of Canada, "Province-wide". For example, Local 571, Halifax, has jurisdiction over the province of Nova Scotia. Thirdly, Locals may be given special charters when they are formed to cover certain regions. This is perhaps the most common of the three types of charters. For example, Vancouver's Local 145 covers the mainland of British Columbia and the city of Nanaimo on Vancouver Island.

1 Int. Const. AFoM, Art. XII, Sec. 1 states: "... the Const. and By-Laws of the Local is subject and subordinate to the Const. (and) By-Laws. ... of the Federation. ...

2 The paid-up membership of the Vancouver Local is only 688, mainly from the cities of Vancouver and New Westminister. The control of the outlying areas is largely ineffective. By comparison, Local 802 in New York, with a membership of 30,222, effectively controls a smaller area, comprised of Greater New York and Long Island.
To form a local there must be at least 50 prospective members, all residents of the same community, unless otherwise allowed by the International Executive Board.\(^1\) This clause is a rather limiting one in the sense that many of the areas not unionized do not have anything approaching 50 musicians (as, for instance, the interior of British Columbia). In order to prevent a renegade local being formed none of the 50 members forming a new local can be formerly expelled or suspended members. The Local is further warned that any violations of the Constitution, By-Laws and Policy of the International body mean automatic expulsion. Charges against a Local can be made by any of the International officers, and trial is before the International Executive Board or a sub-committee designated by the Board. In regard to money matters the Constitution is not so lenient. As stated in Art. VI, Sec. 8, "... charges against a Local shall not apply to a Local failing to pay its per capita tax or any other amount which may be due from it to the Federation, and for such non-payment such Local is subject to suspension or the revocation of its charter without such trial..." Locals have the opportunity to appeal a case to the International Executive Board and, where the amount of the original fine is in excess of $500.00, may make a further appeal to the Convention.

To show more accurately the position of the local in relation to the International, it might be well to outline briefly the limiting sections dealing specifically with the rights and duties of locals:

1. Locals must investigate all jobs played in their jurisdiction to determine whether they are in the best interests of the Federation. This eliminates personal judgement of the locals and tends to International policy.

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\(^1\) Before May 1, 1948, charters were issued to locals which had secured 15 members. The exception to the rule now laid down for 50 members is qualified by "being in the best interests of the Federation".
(2) Locals must enforce all verdicts against their members for violating the Federation's laws.
(3) When a Local fails to enforce its laws, it must accept the judgement of the International.
(4) No local can permit or order a strike or boycott, unless it has first been sanctioned by the International Executive Board.
(5) The closed shop principle must be strictly followed, unless the Federation officers rule otherwise.
(6) Locals are allowed to include in their constitution a clause providing for a minimum number of men to be used on jobs, but must be able to enforce the law or else accept the judgement handed down by the International.
(7) Locals must protest the use of non-union bands.
(8) Must be an automatic expulsion of Communist, Nazi, Fascist party members.

Thus it is, as Lester\(^1\) has pointed out, that the local unions, which historically came first and which in the early days were jealous of their autonomy, have gradually been forced to give up more and more of their powers to the International Union.

Parallel to the control over the local is the control exercised by the International over the individual members, as set down in the Constitution. Article III of the International Constitution defines the conditions necessary for eligibility and application for membership of a prospective member. The maximum initiation fee is set at $50.00, but if it is proved that the applicant at one time or another played with a non-union band or in an establishment that was on the "Unfair" list, then an International Initiation fee must be paid in addition to the local's initiation fee. Thus the past, present, and future conduct of the member is effectively controlled by the International body. Unless it is otherwise specified, an applicant will not be considered for membership in the AFofM until he has reached the age of sixteen. Article XIII

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is more explicit in defining the position of members. The more significant limitations imposed upon the members are listed as follows:

(1) Violation of Federation Law entails a fine of from $10 to $5000 or expulsion from the union.
(2) Membership in any other musical union means automatic expulsion.
(3) To include all forms of musical instrument, "any person performing with an orchestra is prohibited from using any kind of contraption or device that lends background rhythm to the rendition of an orchestra unless a member of the AFofM".
(4) Playing for or with non-union musicians, teaching non-union musicians, and so on, are all subject to the review of the International Executive Board.
(5) Share-plan engagements are allowable by the International Board only when they are proved to be non-competitive.
(6) Leaders who hire a band, and then cannot pay, cannot ask for and receive Federation protection.
(7) Members can only sign forms and contracts that have been issued by the AFofM.

This control of membership is in keeping with the control over the local and is defended by the International itself as being the only way in which discipline and, in the long run, protection for the membership itself, can be effected. It would seem, then, that centralized control leading to power-bargaining and, for the casual employer, outright dictatorship, go hand-in-hand.

The International has created an "Unfair, Defaulter and Forbidden Territory List" which is a list of those establishments which, through employment of non-union musicians, or payment of a wage-scale lower than the minimum required by the Local, or violation of Federation Law in any way, seek to act against the best interests of the Federation. If a Local places an establishment on this list, it must request the International to do likewise in order to enjoy its protection. When the Federation investigates the local's claim that an establishment has circumvented the laws of the Federation, the employer is placed on the Forbidden Territory List. In each monthly copy of the union's magazine, "International
Musician", is an up-to-date list of the establishments and operators on the Unfair, Defaulter and Forbidden Territory List. This indicates to the union members the establishments which they must not patronize. Employers are considered unfair, locally, nationally, and internationally, until such time as they can show proof to the local union that they intend to employ union musicians and abide by the laws of the Federation.

Because Federation policy is such that only the President or International Executive Board can call strikes, the International Constitution makes the provisions for the payment of strike benefits.¹ When a member is called out on strike by the AFofM, he is paid up to 50 per cent of his wage (minimum) received on the job he had when the strike became effective.² Strike benefits are paid for a period up to 15 weeks after the start of the strike. The member who is receiving strike benefits cannot work at another job during the hours that he normally worked on the job from which he was withdrawn. The International has rather carefully defined the procedures to be followed by both the membership and the locals in the event of a strike.³ In general, this is done to minimize hasty and ill-advised action on the part of either the membership or the local. The

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1 Analogous to this is the "Theatre Defence Fund". Here the AFofM taxes musicians working on sound pictures at a rate of one per cent based on the minimum scale of the job they are playing. Strike benefits are only paid out of the Theatre Defence Fund in the event of a strike over a trade agreement, combatting the 'open shop' or when an emergency exists. Both strike benefits and the situation warranting the calling of a strike are determined by the President or International Executive Board.

2 The maximum strike benefit obtainable is $50.00 per week.

3 See Int. Const. AFofM, Art. V, Sec. VIII-XIV. See also Art. XIV, Sec. VI, for the restrictions of transfer of strike-breakers.
International of the AFofM is the only body that can call a strike, whereas in other International unions, two-thirds majority vote in the Locals only needs the ratification of the International. It would appear once again as an example of extreme International control. This type of control, while rigid, is not confined to the AFofM alone since some of the Internationals have introduced this singular authorization on the grounds that certain of the strikes are the result of a violation of the union's principles and thus jeopardize the union's existence.¹

Perhaps one of the hardest features of the music industry that the International has had to control has been the mobility of musicians.² The regulation of this mobility has been specifically defined in the Constitution through the issuance of Transfer cards. Earlier regulation of transfer members was purely a local affair with the local allowing the musician to work, on deposit of his transfer card, so long as there were no local musicians available. The International vetoed this action on the grounds that the local had no right to allow a member conditional work only.³ Local unions could, and did, exert a troublesome influence on the International to the extent that today there are no local restrictions on the freedom of members to transfer, other than those set down in the Constitution of the International.⁴


² According to the former president, Joseph N. Weber: "Of all the developments to which our organization in the more than thirty years of its existence has had to adapt itself, none has presented such serious problems as did the development of the travelling orchestra". International Musician, July, 1926, vol. XXIV, p. 19.


⁴ For specific provisions, see Int. Const. AFofM, Art. XIV.
Before a member of the AFofM can draw a transfer card, he must have been a member of his home local for a period of six months, paid his dues, and be in good standing. Upon transferring to a new local, he is issued a copy of Article XIV of the International Constitution so that he is fully aware of the existing conditions of his transfer. Upon entering a new local, if at the same time remaining a member of his home local, he cannot accept a steady engagement\(^1\) for a period of three months. The new local has the right to refuse him FULL-membership in the new local up to six months, but after this time has elapsed, and on payment of the initiation fee into the new local, he automatically becomes a member.

A transfer card becomes null and void if during the first three months of deposit of the transfer, the member leaves the Local to play with an orchestra outside of the Local's jurisdiction, for a period of one week or longer. If the transfer member decides, after three months to leave the Local for another job, the transfer is withdrawn. If he leaves the Local within four weeks after depositing his transfer card, and returns within one year, it is subject to the opinion of the Executive Board of the new Local whether or not his transfer card will be accepted. Further, if the transfer member falls behind in his dues payments or any other assessment, he must pay the back dues and/or assessments plus a "reinstatement fee"\(^2\) to the Local before he can become a full member.

One bright spot in it all is that a Local cannot reject a transfer member until one week after the six-month probationary period is up. This protects the transfer member to the extent that he is given the maximum

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1 Many of the locals maintain a law defining a 'steady engagement' as being three or more days per week for one employer for two or more consecutive weeks.

2 The re-instatement fee is determined by the Locals.
time allowable in order to fulfill his obligations and become a member of
the new Local. It also stops what might otherwise be a bias on the part
of the new Local to keep out certain members. Protection of the new
Local is found in the rule that transfer members must abide by the
Constitution, By-Laws and Price-List of the new Local, and where the new
Local can show proof that the transfer card was improperly or fraudulently
issued, it can be immediately confiscated.

The Constitution allows for an additional charge of ten per cent of
the home Local's price for jobs which are either "Traveling Engagements"
or "Miscellaneous Out-of-Town Engagements". Traveling Engagements are
defined as engagements of one week or more played by members outside of the
jurisdiction of their home Local. Miscellaneous Out-of-Town Engagements
are defined as engagements of less than one week played by members outside
of the jurisdiction of their own Local. A "week" is similarly defined as
consisting of five, six, or seven days. The ten per cent additional charge
is known as the "10% Traveling Surcharge" and was instituted to enable the
traveling musician to meet the additional expenses incurred while he is
traveling from one place to another. This charge is based only on the wage
scale and does not include additional price-list charges, as, say, the
Local's charge for wearing apparel. If a Leader retains the money from the
10% Traveling Surcharge\(^1\) and does not distribute it to the members of the
orchestra, he is automatically expelled from the AFofM. An orchestra must
charge the price of the Local in which it is playing, but only if the
wage scale in the Local in which they are playing is higher than the rate
set in their home Local, plus the additional ten per cent. This means that
if an orchestra traveling out of Victoria plays in Vancouver, it must raise

\(^1\) Locals collect the ten per cent where applicable, and the distribution
is as follows: four-tenths to the Local, four-tenths to the International,
and the remaining two-tenths to the musicians playing the engagement.
its price since the Vancouver Local has a higher wage scale than the Victoria Local. The Local, in turn, must report all traveling orchestras playing in its jurisdiction so that the International Treasurer can account for, and receive, the ten per cent surcharge.

The Constitution lists the exemptions to the surcharge as being:

1. Symphony Orchestras.
2. Concert Orchestras and Units.
3. Opera Engagements.
4. Traveling Theatrical Tours.
5. Theatre Engagements.
6. Rodeo and Circus Engagements.
7. Military, Concert or Brass Bands.
9. Picnics, where the home Local has no picnic ground.
10. Political Tours, within one state or province.
11. Fair and Carnival Engagements, where there is no dancing.

Locals have the right to tax traveling orchestras for a job where the International Law does not already provide a tax. Home locals do not have a claim on the members, in terms of taxing them, if the job that is played is longer than one week.

In addition to the 10% Traveling Surcharge, the Constitution provides general rules to be followed for all traveling and miscellaneous out-of-town engagements. In every case the local office must be notified of the engagement. This notification comes from the orchestra member, who must be a member in good standing and play with members in good standing, and notification must come from the leaders. The penalty imposed by the Constitution for the employment of non-union musicians is from $10 to $500 for each offence. Leaders of orchestras fulfilling traveling or out-of-town engagements must allow the local in whose jurisdiction the job is being played to collect the money due for the engagement, if it so desires.

1 See Int. Const. AFofM, Art. 15, Sec. 3, p. 95.
2 Ibid., Art. XVI, Sec. III, p. 100.
Provision is also made in this section (Article XVI) for the buying of uniforms by the members of the orchestra. The regular money received from the job cannot be used to buy uniforms, and cannot be used at all unless the job is for a minimum time period of ten weeks. In such a case, the side-man pays only $25.00 of the total cost of the uniform.

All contracts for travelling or out-of-town engagements must include the following preamble:

... As the musicians engaged under the stipulations of this contract are members of the American Federation of Musicians, nothing in this contract shall ever be construed as to interfere with any obligations which they owe to the American Federation of Musicians as members thereof. ...

In addition then to the musicians signing contracts issued by the AFOFM, they must at all times be subject to the rules of the AFOFM as being higher authority than the contract governing their job. A member can be discharged or can quit on two weeks' notice in writing if a specified number of weeks is not named in the contract. That the Federation keeps as close a touch as possible on the membership in regard to payments of jobs is seen in the fact that leaders, and not their agents, must collect the money due on an engagement. This would ostensibly prohibit those agents who work in collusion with orchestra members to circumvent AFOFM laws. Failure of any members of the AFOFM to sign a contract for a job in other than the prescribed way means their immediate suspension from the AFOFM. Control, through contracts, of recorded music is stipulated by the provision that "... this contract shall not become effective unless it shall be approved by the International Executive Board of the American Federation of Musicians. ..." In addition, where the members are prevented from playing by reason of a strike, ban, unfair list, or order of the Federation, the contract becomes null and void, and the members can accept other work.
One of the trends that the AFofM has tried to establish has been the provision by the locals for the regulation of musicians in an establishment. It has also tried to force radio stations, which rebroadcast programs originating elsewhere, to use a "stand-by" orchestra. Similarly, the AFofM has sought to protect local musicians by having a "stand-by" orchestra employed whenever a traveling band is fulfilling an engagement. Sec. XV of Article XVII rather clearly defines this as follows:

... if a dance hall or hotel manager arranges with a lodge or society to give its own dance on certain nights in his hall or ballroom, and such lodge or society publicly advertises such dance as its own, then the traveling orchestra filling a permanent engagement in such hall or ballroom cannot play for such a dance unless a local orchestra of the same number of men is also employed. . . .

Further protection of the local musician comes from the limitation placed on the traveling orchestra. Traveling orchestras can fulfill the engagement which brought them into a Local but cannot solicit further engagements. Of the "make-work rule" and the "featherbedding" tactics of the union, only this need be said: the pressure for them arose mainly from the threat of unemployment and in view of the methods adopted by the employers of music it is not too drastic a means to employ.

Traveling orchestras fulfilling engagements in theatres are not permitted to play miscellaneous jobs in the jurisdiction of the Local without

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1 That is, if a local radio station rebroadcasts a program from another city, the music is being used in much the same way as records, one group of musicians playing a show subsequently heard throughout the country. The AFofM then forced the local radio station to hire the same number of local musicians as appeared on the transcribed radio program, knowing full-well that they would not have to play a note of music.

2 This is known as "featherbedding" and was outlawed by the Taft-Hartley Act in 1947. Petrillo won a legal fight against this restriction and the restrictions of the "Lea Act" (which sought to outlaw featherbedding in the radio industry). It is discussed more fully in the chapter dealing with the record industry.
the Local's consent. An incident occurring in Vancouver in the early 1930's brought out this point when Paul Whiteman and his orchestra were engaged in the Orpheum Theatre as part of a vaudeville circuit. After the engagement, Whiteman agreed to play for a dance in the Hotel Vancouver without getting the local union's permission. The Local protested, and the dance had to be cancelled.

Federation control for the protection of locals is also specified for traveling theatrical companies. It is set down that the number of musicians employed in a theatre shall not be reduced when a show is played in the establishment. The International also protects musicians traveling with a show by stipulating that if a theatrical company closes the show before the termination of its contract and then starts up again, no musicians will be employed until the back wages have been paid. This rule applies to the musicians who were with the show and to new musicians that might be offered the contract. The only time that musicians traveling with theatrical companies can be laid off is during Holy Week and the week preceding Christmas (December 18 to 24 inclusive). During these two weeks, the musicians are paid half-salary and for these two weeks only. The Constitution allows this for theatrical companies only, which operate on a seasonal basis. It does not apply to vaudeville acts, which presumably run all of the time on the basis of a definite circuit.¹

As in every case outlined above, whether it be traveling bands, theatrical companies, vaudeville acts, and the like, the AFoFM's control is

¹ Generally speaking, vaudeville acts cover a specified number of engagements in theatres found in a certain territory. Several years ago there were two such circuits in Vancouver, the Pantages Circuit and the Orpheum Circuit, which covered a group of chain-theatres. Theatrical units, however, generally cover so many theatres on a time basis or season.
levelled at the employer, the Local concerned, and the musicians involved. It has caused a good many people to think that the union goes too far in its eagerness to impose rules on the employers and discipline on the membership. Imposing rules on the employers has served to keep a check on those employers who would exploit musicians, just as rigid discipline of its membership has prevented the musician from allowing himself and his fellows to be exploited.

For all of the various types of traveling jobs, the Constitution has made provision for the 'comfort' of the musician:

1. Leaders, contractors (where the contractor is agent and not leader) or employers must pay the transportation costs of the side-men on any traveling engagement, the cost of which is generally based on the public transportation service in that locale, with the following restrictions:

   (1) Daytime travel by train, bus, or automobile.
   (2) Nighttime travel (between midnight and 8:00 A.M.) must by 1st. class with sleeping accommodations provided.
   (3) Where the sideman must begin traveling before 8:00 A.M. he is entitled to an extra $3.00.
   (4) He can only travel 200 miles in 24 hours, and where travel is over 24 hours is entitled to receive an additional $8.00.

It has been suggested to the writer that in this respect the musician is better off than his fellow workers who must generally pay their own way from job to job. We can imagine musicians traveling from one location to another, but we could not conjure up such a picture for plumbers. There must necessarily be a greater mobility amongst musicians since personal appearances of bands, theatrical units, and the like, are often the only way that they can subsist, and the AFofM has been quick to realize it.

The only wage scales found in the International Constitution are for traveling theatrical engagements, concert orchestras, fairs, circuses,
rodeos, and carnivals. All other wage scales are determined by the locals.

Symphony orchestras, because of their great cost of operation, have been rather liberally treated by the AFofM. To be classified by the union as a symphony orchestra, an orchestra must have at least 60 members and play 15 or more concerts in its annual season. A symphony player is defined as being either a member of a symphony orchestra or a musician who is acceptable to a symphony orchestra. Orchestras falling into this category can travel freely from engagement to engagement, without the restriction of having to submit its contracts or the details of its engagement to the Local for approval. They do not have to pay any tax or fee to the Local, as is required of other orchestras. The home Local bargains for the symphony orchestra to set the minimum wage scale, but members themselves can bargain for higher rates. This opportunity allows the better symphony musicians to be their own agents, as they are artists or soloists who can oftentimes demand and receive a scale far above that set by the Local. There would therefore be very little uniformity amongst symphony musicians in terms of the wages they receive.

Unless directly affected, symphony members do not have to go on sympathy strikes or refrain from playing as is the case with other AFofM members. This is applicable only so long as the musicians are employed as symphony members. When they are employed in any other capacity, they fall under the rules and regulations of the AFofM.

The rates charged for traveling symphony orchestras are set down in the Constitution as follows:

(1) For eight or less concerts per week, with three rehearsals of \(2\frac{1}{2}\) hours, scale of \$125.00 per man minimum.

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2 See Tables I, II, and III of Appendix A.
(2) Extra concerts, at rate of $12.00 per man.
(3) Where tour finished on fraction of week, $15.00 per concert.
(4) Extra rehearsals, $1.50 per half-hour per man.

Records and transcriptions are controlled by the International President and his power is specifically set down in Article XXIV, Sec. 1 of the Constitution: "... for prices and conditions for all Mechanical Recordings consult the International President's Office..." This can perhaps be rationalized as being in keeping with the power that he already has shown in his fight with the record companies, and more, the results that he has gained for the benefit of the average musician.

In summary then, we can say that the control by the International of all phases of the music industry is rigidly defined and strictly maintained. The AFofM, like very few of the unions of today, unequivocally gives its President very broad powers which, if fully exercised, would enable him to become final authority over the rules and policies of the AFofM. Petrillo, as has been said, has not abused his powers and has used them only for the benefit of the musicians. Whether or not he has used his powers or influence to control minor factions in the AFofM would be pure conjecture since it could not be determined as solely in Petrillo's interests any more than it could be in the interests of the Federation. While the International exerts elaborate restrictions over the organization and membership of Locals and traveling bands alike, as well as over employers, such restrictions, and the power behind them, are accepted as necessary for adequate protection of the musicians' livelihood.
Chapter V

ANALYSIS OF LOCAL CONSTITUTION SHOWING THE POSITION OF THE LOCALS IN RESPECT TO INTERNAL STRUCTURE AND GOVERNMENT

The real function of the Local in the AFofM is that of a subordinate unit of the International, through which the International can reach and control the entire membership. The Constitutions and By-Laws and subsequent amendments adopted by the more than 700 Locals of the AFofM must be submitted to the International Executive Board before a Charter is issued in order that International Law can be carried out. It is in this way that there is a conformity between the basic policies and procedures of the International and its various Locals.

Why, it is so often asked, is there such a rigid centralization of authority in the AFofM? Perhaps the main reason is that because the music industry is so diverse there is a very real need for detailed over-all regulation. Secondly, some of the major issues facing the union require industry-wide bargaining and thus have to be handled by the International Executive Board. In all other cases, where the AFofM unilaterally sets the working rules and wage scales of the various jobs, a certain amount of Local autonomy must be granted, but only to the extent that it does not conflict with International policy. A third reason why there is such rigid control by the International is that the majority of Locals are relatively weak in terms of bargaining power. The two contributing factors to this weakness are first, the mobility of musicians and, second, the availability of substitutes, such as records, transcriptions and the like. This is not meant to suggest that the Locals are "weak" as such. Indeed, the Locals of the AFofM are very powerful, but only because they have the entire International organization to back them up.

The Locals of the AFofM are encouraged to join labour organizations affiliated to the AFofL, whether local, state- or province-wide. In Canada
affiliation is with organizations in the Trades and Labour Congress of Canada. These organizations directly assist the AFofM Locals wherever possible, at the same time supporting the use of union musicians. However, when a Local's Charter is revoked by the International Executive Board, the Local can no longer claim the assistance of these outside organizations, since affiliation is determined on the basis of the Locals being a member in good standing with the International body.

In addition to membership restrictions on the formation of a Local¹, there are several fees and taxes which must be paid by the Local in order to remain in good standing. While some of these taxes have been mentioned before², specific mention should be made of those applicable to a Local:

1. charter fee of $25.00 plus an initiation fee of from $5.00 to $50.00,
2. per capita tax of fifty cents per member per six months, and
3. a subscription tax (to the publication "International Musician") of thirty cents per member per six months. Failure of the Local to make the required payments is penalized by a fine. Where the fine is not paid, the Local is automatically expelled from the International.

The power of the Local officers varies with the size of the Local. In the larger Locals in Canada, the President is the main figure, as for example Walter Murdoch of the Toronto Local. Many of the smaller Locals employ a full-time Secretary-Business Manager who is actually the head of the Local. All officers of the AFofM, whether Local or International, must of course by AFofM members. Monthly meetings are held by the Locals to conduct general union business, with special meetings called whenever necessary by the Local's Executive Board. Permanent or semi-permanent music

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¹ See p. 30.
² See pp. 32-34.
engagements covered by a proposed agreement can be ratified or rejected by the Executive Board in an emergency, but in all cases must have the final approval of a special or general meeting, this meeting being the highest authority in the Local.

Each Local in addition to having its own Constitution and By-Laws, has a Price-List and Working Rules effective for its jurisdiction. This is perhaps one of the significant features of the Local's power in the AFoFM and its relationship to Locals in other trade unions. Wages and working conditions in the Local are decided by the Local itself, only requiring International approval and not International determination. In fact, the Locals could not follow International determination of wage rates and working conditions, since the policy of "what the public can stand" is something that requires knowledge available only to the Local officials and members in each locality.

Certain significant differences from other unions may be pointed out in this regard:

1) The AFoFM is characterized by de-centralized wage-rate determination bound by Local control. Other unions generally follow a pattern of centralized determination of wages.

2) Many of the working conditions, as the "closed shop", etc., are part of either the International or Local Constitutions of the AFoFM. The greatest majority of other unions are not so fortunate in that they must formally negotiate for these conditions through collective bargaining on a local, company, plant, regional or industry-wide basis.

Where the International Constitution does not provide adequate revenue to the Local, or where there is not adequate protection of the members, or Local conditions are not covered, they will be found in the
Local's Constitutions. One such point is the protection of members already working on a steady engagement against unemployed musicians auditioning for the same job.\(^1\) As further protection for the orchestra leaders or contractors, some Locals provide that where a side-man gets a substitute for an engagement and does not notify the leader, he must pay the substitute and pay an equal amount as fine to the Local.\(^2\) All Locals, without exception, specify that the members must notify the union of a change in their address within 48 hours after moving since the member's address as recorded at the Local headquarters is taken to be legal notice.

Except where a Local is too small, death benefit funds have been set up for the protection of the musician's next-of-kin. The Vancouver Local is rather typical in this respect, having a death benefit payable to the next-of-kin to the amount of $800.00. Contributions to this Fund are made by charging members $2.00 on the death of one of the Local's members who was paid-up and in good standing. The only persons excluded from this payment are life members.\(^3\)

No member of the AFofM, regardless of the Local to which he belongs, can be disciplined or expelled from the AFofM without a trial by his Local. Thus 'every case, where the condition of "automatic expulsion" from the union has been applicable to the member, it must be preceded by a trial. An appeal can be filed to the International Secretary of the AFofM within 30 days.'

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1. The Constitution and By-Laws of Local 283, Pensacola, Florida, for instance, state in Sec. 30-C: "No band or musical unit is allowed to audition in any establishment during the hours that same is open for business, or while the band or musical unit presently employed there is not under legal notice to close".

2. See Sec. 11, Const. and By-Laws, Local 283, Pensacola, Florida.

3. Life members are those members of a Local who have been in good standing for a considerable time and who make their living exclusively from music. To be voted a life member requires the ratification of a general or special meeting. Another exception is found in the case of musicians joining the Local over 45 years of age.
days following the decision in the case. A further appeal can be made to the International Executive Board, with a final appeal (where an original fine is over $500.00) to the International Convention. At the Local level, the Trial Board is made up of the officers of the Executive Board. When a member receives notice that charges have been preferred against him, he is allowed two days to prepare his defence before the trial takes place. A decision of the Trial Board is secured by a majority vote, but if the decision awarded is a conviction of the charge the member remains within the union until all right to appeal is either exhausted or forfeited.

The officers of some Locals have been more far-sighted than others, and have realized the value of entertainment unions working together for their own good. Such is the case in New York's Local 802. It participates in an organization known as the Fact Finding Committee which has grown up since 1935 among AFoFL unions in New York City whose jurisdiction covers the theatrical industry. Its purpose is to meet at regular intervals and discuss problems that confront the various groups, thus remaining as one unit rather than a collection of weak, divided unions. Even though the AFoFM would not fit into this latter category, it is still better off than remaining alone in the music industry.¹ This is a case in point where the

¹ The official journal of Local 802, New York, Allegro, vol. 25, no. 12, October, 1951, lists all of the affiliated AFoFL unions in the Central Trades and Labor Council in the Theatrical Industry in New York:

- Actors Equity Association
- American Federation of Radio Artists
- American Guild of Musical Artists
- American Guild of Variety Artists
- Associated Musicians of Greater New York, Local 802
- Association of Theatrical Press Agents and Managers
- Drivers, Chauffeurs and Helpers, Local 816
- Exhibition Employees Union
- Legitimate Theatre Employees Union, Local B-183
- Radio & Television Directors Guild
- Television Authority
- Theatre Authority
- Theatrical Costumer Works Union, Local 124
- Theatrical Drivers Union, Local 817
Local has sought to cope with the problems confronting it by affiliation with similar groups in the industry.

While very few of the Locals act as booking agents for their members, more attention is being paid to this function. An "Employer Listing Service" is now being compiled so that leaders and contractors may readily know the qualifications of the musicians. It is used mainly by the larger Locals (such as Local 47, Los Angeles which has 13,456 paid-up members) where the musicians are too numerous to congregate at union headquarters or some other central point. The Employment Listing Service is not designed to create an employment office out of the Local, but to be a central point where leaders and contractors can obtain complete information about individual members.

In summing up the position of the Local in the AFofM we should mention the mobility of musicians as a factor contributing to greater power of the Local.\(^1\) As long as members could go from place to place and get jobs, there was no security for the musician who was being displaced and there was nothing to indicate that the Local in whose jurisdiction the job was being played could do anything about it. Subsequent International regulation of the mobility of musicians gave the Locals power to protect their own members by controlling transfer members and traveling bands or units.

Centralized authority of the International Executive Board has tended to keep the Locals in line in respect to International policy. But at the same time, allowing the Locals to set their own wage rates and working conditions has allowed the Locals a certain amount of autonomy. Taken collectively, the position between the International and the Locals is unique in trade-unionism.

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Theatrical Protective Union, Local 1, I.A.T.S.E.
Theatrical Protective Union, Local 4, I.A.T.S.E.
Theatrical Wardrobe Attendants Union, Local 764
Treasurers and Ticket Sellers Union, Local 751
United Scene Artists, Local 829

\(^1\) For a technical discussion of the Union's control of the mobility of musicians, see pp. 56-57.
Chapter VI

COLLECTIVE BARGAINING VERSUS UNILATERAL CONTROL

As the following two chapters will seek to show, one of the fundamental ways in which the AFofM differs from other craft and industrial unions is in respect to collective bargaining. Implicit in the functioning of collective bargaining is a process of "give-and-take", but with the AFofM it would appear to be a policy of "you give, I take".

The process of collective bargaining may take any number of forms. A single employer may bargain with a representative of his employees, or there may be local bargaining, regional bargaining, company-by-company bargaining, plant-by-plant bargaining, and industry-wide bargaining. No matter what form the collective bargaining assumes, however, it is not altogether a problem of opposing the other group, since both sides must know and be able to get what the groups they represent actually desire from the negotiations. Thus, while union and management could be in agreement over a contract, there may be an unwillingness on the part of the membership to accept the management's offer. Generally, settlements will be reached only when the respective economic and political necessities of the union and management are compatible.

Into this broad process of collective bargaining we find no place for the AFofM. To state it simply: "They do not bargain". Berton¹ quotes one of the "victims" of the AFofM's unilateral policy as saying, "Only trouble is the union gives us something as a concession we feel we should have as a right".

Although the phrase, "they do not bargain", so aptly describes the AFofM, it is not altogether true. It does negotiate wage scales and working rules, but with very few operators. Chief of these are the record companies

(and then only the major ones), motion picture studios, major radio networks, and the major television networks. All smaller companies in these fields must abide by the conditions agreed to by the major companies and the AFofM. Similarly, all other jobs, as casuals in cabarets, cocktail bars, independent radio stations, theatres, etc., must pay the wage scale set by the Local and abide by the working rules set either by the Local or International Constitutions.\(^1\)

It might well be asked why this is the case. The answer lies in the conditions of the industry and the tactics adopted by the AFofM. The following are perhaps the more important aspects that we might consider:

1. All musicians, including famous artists and name bands, are subject to the rules and regulations of the AFofM. No individual member or orchestra can become powerful enough to exert an appreciable influence on the union. In fact, there is a good deal of apathy even on the part of most musicians about/participating in union affairs.

2. Because the AFofM has this rigid control over its entire membership, it can use it as a bargaining club against record companies, cabaret owners or anyone else who tries to circumvent union policy, by refusing to allow any or all orchestras and artists to appear in the establishment.

3. If the employers and the name bands, etc., are brought into line, the individual musician must follow union policy. If he does not, he will not have a band to play with or a place to play in.

4. The chances of a non-union musician making a living in the music industry would be appreciable only in some community (for example,

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\(^1\) It does not matter here whether the rules are imposed by the International body or the separate Locals since the AFofM's policies are either levied or directed through the Locals by the International Executive Board.
the interior of British Columbia) where the union does not have any effective control. Where the Locals are firmly established, more than 90 per cent of the musicians are unionized.

While other unions have had to bargain for the closed shop, the AFoF has insisted on it through its International Constitution. That is, the hiring of musicians by an employer not only presupposes the musicians to be union members. It must be the AFoF to which they belong. This point was the subject of a heated jurisdictional battle between Petrillo of the AFoF and Lawrence Tibbett of the American Federation of Radio Artists. In August, 1940, Petrillo informed the instrumentalists of the American Guild of Musical Artists (Heifetz, Zimbalist, Iturbi, and others) that they had to join the AFoF by Labor Day, 1940, or be barred from the radio and recordings. His argument? "They're musicians and they belong to me. Since when is there any difference between Heifetz playing a fiddle and the fiddler in a tavern. They're both musicians." Immediately Lawrence Tibbett, President of the American Guild of Musical Artists and later the American Federation of Radio Artists (September, 1940) sought an injunction to prevent Petrillo's "blitzkreig", which as Tibbett maintained, reflects "the personal ambition of one man to make himself the dictator of culture and entertainment in America". Tibbett pointed to Petrillo's control over his union--his power to fine up to $5000, to call a strike at will, to set aside any except financial provisions of the union's Constitution. Petrillo pointed out, in answer, that he personally had never called a strike and that the Executive Board, not he, had the power to impose fines. His argument was predicated with the thought, "Everybody calls me the
Tsar, the Chieftain, and this and that. What can I do?" What can he do, indeed! On November 19, 1940, Justice Stuer refused to grant a temporary injunction to Tibbett. Thus while Tibbett continued a useless fight, Petrillo had assured the closed shop clause and had even gone to the extent of raiding other unions to make it a "closed" closed shop.

(6) There is little if any organization amongst the employers to bargain with the AFofM. The only effective resistance has been shown by the major motion picture studios and record companies. Even here the AFofM has been more than successful in its negotiations. The AFofM is actually in a position similar to that of the United Mine Workers and the Allied Clothing Workers of America. Employers are predominantly small-scale, highly competitive and poorly organized. The union on the other hand is highly organized. The music business is all this and more because the employers are not only small-scale, they are also extremely diversified in composition. That is, they represent so many different types of music that they have little in common as a focus for organization. The AFofM being very powerful and highly-centralized is in a much stronger position in bargaining power than any employer or group of employers. This whole situation is actually the reverse of most industries where a large percentage of employers have joined together in associations to deal more effectively with the unions.

(7) Labour in the majority of industries is relatively immobile and does not move from job to job or from one part of the country
to another. One of the reasons given by Lester\(^1\) is that where employers have the practice of hiring workers at an early age, mobility of labor is reduced because workers feel that they will remain there for the rest of their lives. They are encouraged to remain due to seniority and pension rights and other benefits. The union's position has thus been to secure as much employment as is possible for the labor force in any locality. But the AFofM has made great use of the mobility of musicians. At one time it was one of the most pressing problems, but now it represents a very strong bargaining club. Since "name bands" are constantly sought by employers in different cities, the union allows the bands to travel but at the same time allows the bands to play only at establishments that are not on the Unfair List and are in good standing with the union. Since road tours are also profitable to the bands that travel, it is imperative that they remain in good standing with the union or else they cannot go "on the road".

(8) Where collective bargaining is carried on the union is treated more as a rival business than as a union. This is understandable since the AFofM's position is such that employers have no other choice. One point that should be mentioned in regard to collective bargaining is that the AFofM leadership at no time feels that it must consult the membership over negotiations. Decisions that

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\(^1\) R. Lester, *Economics of Labor*, New York, Macmillan Co., 1947, pp. 106–108. Other reasons given by Lester are:

(1) Costly and inconvenient for workers to move to another place.
(2) Workers are ignorant of opportunities in other markets.
(3) There are many restrictions on shopping around in other labor markets.
(4) Unemployment may be an obstacle to mobility.
(5) Mobility means loss of seniority rights.
are made and agreements that are signed are carried out by the leadership with the knowledge that whatever they bring back to the membership will be acceptable. This confidence eliminates a lot of the uncertainty that most union leaders face—that is, just what the membership will accept.

(9) In carrying out its unilateral wage policies, the AFofM has been careful in basing its wage scales to see that adequate consideration is given the employment effect. The policy of "what the public can stand" is never abused by the AFofM since too high a wage scale would cut out much employment. Further, as many of the jobs pay over-scale wages, there is no need to raise the minimum guarantee since higher wages can be obtained by the musicians and the marginal operators can still operate at a lower wage scale. Christenson\(^1\) has likened this unilateral control of the AFofM to that of a "trade association" and not a trade union, resembling the old-time guilds which regulated the charges imposed for the services of its members. Others of course have sought to call it a "dictatorship" and lesser names. But to the average musician it remains, as one musician succinctly phrased it, "the most for the mostest".

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Chapter VII

WAGE SCALES AND WORKING RULES

A. Applicability of Economic Theory to the AFofM's Wage Rate Determination.

Before we examine the AFofM's wage rate determination in the light of economic theory, we must again note some of the unique characteristics of the music industry. First of all, music belongs to that group of professions or trades which we have called the "service trades". As a general case, we can say that a service trade is best defined as a group whose members do not create any physical product. Thus the musician is demanded for himself, and not for the production of other things. At the same time music and musicians are required, and can only be had, in one place and at one time.¹

A second feature of the industry is that music is an art as well as a profession. This is tantamount to saying that individuality will characterize the musician's style and interpretation. The degree to which a musician's individuality is demanded by the public is conditioned by a third factor--public appeal, i.e., the musician's popularity. Popularity, then, ensures many an orchestra a substantial income which might be nothing if the criterion were technical ability alone.² As the following analysis will seek to show, individuality and consumer demand (popularity) are the two main influences in the AFofM's, and the musician's, determination of the level of the wage rates.

A fourth characteristic is the large number of marginal employers in the music industry. Coupled with this is the fact that virtually all professional musicians are members of the AFofM. With this 'security',

¹ The argument may be presented that modern communication devices are such that one musician can be heard by millions of people at one time. The point is, however, that where employers hire live musicians (and by far the majority do), radio and records do not enter the discussion.

² But this is the very point! The fact that the public's choice is as varied as the musician's skill and interpretation accounts for the sometimes "unreasonably" high rates that some orchestras demand, and receive.
the AFofM has had no trouble in unilaterally setting the base rate.

Thus the industry itself creates two distinct advantages that the AFofM has utilized in its wage rate determination:

(1) The musician's individuality and popularity determine the level of the wages (how much the musician can charge).

(2) The insecurity of the employers (since a great many are just marginal) and the degree of unionization of musicians (something over 90 per cent) enable the AFofM to unilaterally set the base rates.

An examination of the above inherent conditions in the light of economic theory reveals some interesting implications. First of all, what do we mean when we refer to marginal productivity as a basis for wage-rate determination? To begin with, we must narrow down our use of the term "marginal productivity". In regard to musicians we cannot refer to a musician's physical productivity since we are measuring quality and not quantity. Therefore marginal productivity as thought of hereafter will mean the revenue productivity of musicians.

Another condition of marginal productivity—that it assumes identical units as regards personal efficiency—makes a further distinction necessary. In an occupation like that of the musician, the only situation where there is homogeneity, in the sense of identical inter-changeable units, is at the lowest level of craftsmanship where "scale rates" are charged. Above that level the individual musician's wage rate tends to be in direct relation to his revenue productivity. In all cases where musicians receive above-scale rates, revenue productivity is determined by their popularity.¹

This raises still another point in regard to the productivity of

¹ As will be shown later, productivity, as applied to musicians, is not affected by the size of the orchestra.
musicians. While it is true that we are measuring quality instead of quantity\(^1\), the AFofM, in setting its base rates, is interested in quantity rather than quality. That is to say, the effective base rate is one low enough to encourage the public to employ musicians, and high enough to attract non-union musicians into the AFofM.\(^2\)

Turning now to a consideration of the wage rates of the AFofM, as compared to wage rates of other unions, we see a marked difference. Labor economists and union leaders are united in their opinion that unions today support a policy of industry-wide, uniform, wage rates. While unions could discriminate among employers and obtain differential wage rates throughout an industry, standardized wages minimize friction and complaints within the union. Further, as unions are political organizations in an economic setting, and survival is based on minimized conflict, this seems to be a most realistic approach. The AFofM, however, encourages its members to attain the highest rates possible. At the same time the AFofM does not insist on improved performance of its members. Musicians themselves must take the initiative if they wish to: (1) hold down a job and (2) get over-scale rates. The individual bargaining power of such men as Harry James or Jascha Heifetz is enhanced by their (unique) value productivity, or if you like, their individuality. Since a great deal of the AFofM's control of the music industry is derived from the use of name bands, concert artists and the like, the employers are kept "in line" because they depend almost entirely on these artists. Though an employer by using

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1 Our measure of quality is not in terms of "good" and "bad" but in terms of "popularity" or "unpopularity".

2 This is of course in addition to the rules imposed by the AFofM, as the closed shop, make-work rules, minimum number rules, and so on.
a name band may merely "break even", or even lose money, nevertheless, his over-all revenue may depend upon his reputation for having the best entertainment available. Consequently, top bands and artists, etc., can demand very high rates.

The relationship is thus clear for rates received above the scale set by the Locals. But what of the base rates themselves? We have said that the insecurity of the employers and the high rate of unionization of musicians enables the AFofM to set these rates, but this does not tell us how they are set. The AFofM sets the base rates in much the same manner as the individual musicians claim rates beyond scale; i.e., on the basis of individuality and popularity. For example, orthodox economic theory tells us that the interaction of supply and demand on the market determines the wage, which in turn determines the number to be employed. Further, productivity can be measured for each individual employee (based on the idea of interchangeable units). In the music industry, productivity is determined by total consumer demand for music in the local market. That is, consumer demand is equal to the sum of the demands for bands, solo jobs, concerts, etc., in relation to the supply of each type of musician available. The union wage, then, is aimed at a level which allows for a minimum of unemployment based, as in economic theory, on the idea of 'mediocre' inter-changeable units. Therefore the volume of employment of each type of musician is determined broadly speaking by marginal productivity in the local market. The wage is set by the AFofM in relation to marginal revenue as determined by total consumer demand in the Local.

In the music industry, marginal productivity does not determine the number of musicians hired by individual employers, because revenue-earning capacity does not depend on the size of the band. A trio may earn larger
gross revenues than a twenty-piece band. This means that in many individual establishments the revenue productivity of each musician, and of the unit as a whole, may be well above the union scale.

The above chart can be used to show the position of the individual employer in the general case and in the music industry. Considering the general case first, the line EF equals the union wage, at which price OB units of labour are hired from the demand curve RDF. This assumes the conditions of orthodox economic theory in that we have:

(1) A standardized product.

(2) An homogeneous labour force.

(3) A perfectly mobile labour force.

In considering the music industry we find a totally different case. The line EF equals the base rate unilaterally set by the Local and RDF is the demand curve for the individual employer. Assuming: (1) a standardized
product, (2) a homogeneous labour force, and (3) a perfectly mobile labour force, we could agree to the employer hiring OB musicians at scale rates, EF.\(^1\) However, we have already said that the individual musician's wage rate tends to be in direct relation to his revenue productivity. Thus the individual employer can only hire OA musicians at a cost of OC per musician.

There is a further restriction upon the employer's ability to maximize his profit in that the AFoFM, in many cases, sets the minimum number of musicians to be employed in an establishment.

\[\text{NUMBER EMPLOYED} \]

\[\text{Chart 3.}\]

If then RP is the demand curve of the individual employer and EF equals the base rate set by the Local, OB musicians will be employed. However, the Local declares that the establishment must now employ OA musicians at base rates EF which would now be projected to EN. The addition of the unit(s) would be an additional cost of FNP or loss of an equal

\(^1\) This would refer to units whose revenue productivity was just equal to the base rate set by the Local. In other words, OB musicians or units could be all the musicians in the market receiving base rates EF from all employers.
amount of profit, TFM. As long as the employer's area of profit \( RFE > FNP \), he could absorb the extra cost. However, if \( FNP > RFE \), the employer would be operating at a loss and be unable to do anything about it since the AFofM unilaterally sets the base rate and the minimum number to be employed.

The position of the AFofM is thus one of a discriminating monopoly, but with one important distinction. Base rates are unilaterally set by the AFofM itself, in much the same way that a monopoly would fix its price. However, beyond the base rates, the individual musicians, and not the AFofM, set the rates. The following chart shows this relationship:

![Chart 4.](image-url)
In view of the foregoing analysis, we should point out that the basic minimum scale set by the Local, ON, is not the one position on the scale but many positions. That is, base rates vary for the different types of jobs.\(^1\) However, we shall define the base rate as ON, at which price OM musicians will be hired. Musicians receiving a wage scale in excess of ON, as we have said before, do so on the basis of their individual revenue productivity. Thus ON\(_1\) musicians receive a wage of \(N_1P_1\); \(N_1N_2\) musicians receive \(N_2P_2\) wages; \(N_2N_3\) musicians receive \(N_3P_3\) wages, and so on until OM musicians receive MP wages, or the scale set by the Local. The demand curve \(RPQ\) is cut off at \(P\), since below the level \(NP\) no musicians could be hired—if hired, they would be working for less than scale rates. The area \(RNP\) represents the area for individual bargaining for premium wages received above the base rate set by the Local. In other industries with standard wage rates and homogeneous units of labour, this area would represent the return to the employer as profit. But in the music industry much of it is claimed by the musicians, as represented in Chart 4 by the rectangles above the line \(NP\).

There is still one question which we have not answered: how does a musician know how much he can charge above the existing wage scale, or more specifically, how does he know that he can charge over-scale rates since musicians are, by and large, unique? Answering the last question first, musicians know intuitively whether or not they can satisfy the public and, depending on the type of music played, whether they have enough ability to get to the top.\(^2\) If the musician does not possess this

1 The different categories for the wages may be due to:
(1) higher standards (in terms of value productivity);
(2) more limited supply;
(3) higher standards of musicianship.

2 This introduces a point of considerable importance, particularly in the dance-band field. As much as musicianship is a necessary feature of a musician's popularity, showmanship is, in many cases, of equal importance.
intuitive ability, box-office receipts will aid him considerably. In regard to the price charged, musicians tend to charge "what the traffic will bear". This is conditioned by two things: (1) comparative popularity based on record sales, public appearances, etc., and (2) the relative position of the unit in relation to other units—i.e., the position of an "up and coming band" to that of an established top orchestra.

We are now in a position to consider wage rates in relation to the number of musicians, or size of orchestra. Music, as we have said, is one of the personal services that claim exception to the rule that labour is demanded not for itself, but for the production of other things. Therefore, for several reasons, considerations about output and the productivity of marginal "doses" of labour are illogical. Firstly, music is an end in itself and not a means to an end. Secondly, in establishments where both the wage rate and the minimum number of musicians to be employed are controlled by the AFoFM, the employer is powerless to experiment with smaller groups in search of a higher productivity.\(^1\) Thirdly, the size of the orchestra is determined by technical considerations and consumer demand (popularity) apart from the wage rate that is paid. For example, a trio consisting of piano, bass, and guitar, could scarcely become a quartet by the addition of another piano player. Also consumer fad would make the fourth man unnecessary because the sound and style of the three musicians determines its demand. The addition of a fourth musician would create an entirely different unit which might lessen the group's popularity.

J. T. Dunlop\(^2\) introduces the proposition of the size of the orchestra from the standpoint of the employer. He claims that in the long run the

\(^1\) The exception to this might be where the employer is making a substantial profit and can hire a more popular (expensive) band. This again is the idea of quality (popularity) vs. output.

employer is not affected by changes in the number of musicians in an orchestra. That is, over a period of time the size of the orchestra might increase or decrease—depending upon public taste.\(^1\) The increase or decrease in the size of the orchestra does not change the size of the plant, but merely the orchestra. The employer, if he is to be successful, must employ a unit that can attract the public regardless of size.\(^2\)

Our conclusion to this point must then be that the individual employer does not add to the numbers of each type of musician because the musician's productivity is greater than his wage, though employers in the aggregate would tend to do so. However, the point which we must stress is that because a musician's productivity exceeds his wage, he is in a position to bargain for a wage rate above the minimum set by the Local.

There has been considerable discussion amongst labour economists as to whether unions are interested in the "employment effect" or the "wage effect". Economic theorists tend to suggest that unions are mainly interested in the "employment effect", whereas A. M. Ross\(^3\) and others maintain that unions are primarily interested in the "wage effect". The substance of Ross's thesis is that the unions, in response to membership demands, go after a higher wage scale at the expense of better working conditions. That it has greater appeal to the working union member is natural since his main concern is, "what is best for me". Ross's argument, however, does not apply to the AFofM. For example, if the AFofM was solely interested in the wage rate, employers would only employ the absolute minimum and directly cut down the volume of employment. Such has not been the case.

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\(^1\) For example, organ trios are part of the present trend, as opposed to the rage for 15 to 20 piece bands of a few short years ago.

\(^2\) The limitations to this will of course be determined by the size of the establishment, providing there is to be an increase in the size of the orchestra.

The "minimum number law" (while not applicable to all jobs), coupled with the low base rate, have been capitalized on by the AFofM to provide greater employment.\(^1\) Perhaps one of the main reasons for the AFofM's concern over the employment effect has been the mounting unemployment caused by technological change. While the problem is more fully discussed in a later chapter, it can be pointed out that the royalty payment on retail record sales, won from the recording companies by the AFofM, was based on the argument that technological change was creating serious unemployment in the music industry.

One of the main objects in the music industry would thus be the effective control of substitutes through regulations governing minimum employment, rather than simply obtaining the maximum wage possible for its members. Substitute products do, in fact, keep a check on the AFofM that is difficult to overcome. If the Local sets the rate too high and disregards the "public's ability to pay", the public in turn will accept substitutes\(^2\) or refrain entirely from buying "live" music until such times as the price is more reasonable.\(^3\)

In regard to the wage rate determination of the AFofM, we may say that it represents the case of a discriminating monopoly, and that its power, if anything, is understated.\(^4\) Three distinct factors influence the wage rate that is set:

\(^1\) As, say, a night-club that features floor-shows. Where it might take at least five musicians to adequately play the music, the Local might raise the minimum number to eight or nine depending on the size of the club, location, volume of business, etc.

\(^2\) As, for example, record or film dances.

\(^3\) Where this does occur, the AFofM usually would not consider itself to blame since it is not a "hiring-hall--union office" as some of the other unions. Also, it is the membership that votes on what the base rates shall be.

\(^4\) This is in direct contrast to Neil Chamberlain's view that the monopoly power of most unions is overstated. See Neil W. Chamberlain, *Collective Bargaining*, New York, McGraw-Hill Book Co., Inc., 1951, Chapter 17.
(1) That the wage rate must take into account the "employment effect" in securing the maximum employment of musicians.

(2) Revenue productivity is the measure by which musicians get over-scale rates.

(3) At base rates, the idea of the marginal productivity of the musician equaling his wage applies, since the AFoM unilaterally sets the wage rate at a level which, in relation to consumer demand, will maintain employment.
B. Working Rules.

The uniformity of the Locals of the AFofM in regard to working rules is found only in the sections of the International Constitution dealing specifically with the working conditions of the Locals. As pointed out previously, this is in itself a unique situation since the general case is that International Constitutions do not deal with working rules but rather leave them to the Locals to fight for in their contract negotiations. Typical of the AFofM's position however would be the 10% Traveling Surcharge and rules for traveling bands.¹

Similarity between Locals is also seen in several other ways where the Locals have realized the benefits of uniformity. One such way is the insistence by the Locals that the "... prices quoted herein are the minimum salaries to be paid members for their services rendered within the respective time limits prescribed and shall not be construed to deter any member from quoting higher prices. ..."² Thus the Locals, in setting a price-list in keeping with what the public can pay, also recognize that many employers can pay more than scale price, and the Locals specifically encourage their members to get over-scale whenever they can.

The interesting point in this connection is that most trade unions negotiate wage-scale agreements with employers and the members receive only the agreed-to scale. With the AFofM however this paying of over-scale rates is at times the rule and not the exception to the rule. While statistics would be impossible to obtain, we do know that certain members of the AFofM have consistently grossed in excess of $100,000 per annum for decades (for example, orchestra-leader Guy Lombardo).

¹ See pp. 39-40.
The variance with which the "minimum number" law has been applied is indicative of the size of the Local and not the inapplicability of the law itself. For example, Local 247 of Victoria (having 220 paid-up members) has used the minimum law in the six theatres, drama shows, and parades. The control of the Local is not questioned, since it exercises as much control over its jurisdiction as does the Toronto Local over its jurisdiction.

Rest periods show a marked difference between the Locals, as the following comparison illustrates. In the Toronto Local, Note 13 of the Price List states, "on all dance engagements of three hours or more, there shall be an intermission of five minutes per hour, which shall be taken at one time." Local 655, Miami, Florida, is comparable to the Toronto Local in both size and influence, yet it states that, "members must receive at least twenty (20) minutes rest period per hour on ALL engagements. Any engagement on which members receive less than twenty (20) minutes rest period per hour shall be considered to be continuous playing for which members shall receive, in addition to the prevailing wage scale, per hour or fraction thereof,

- Per man . . . . . . . . . . . $2.00
- Leader or Contractor . . . . . . 4.00. Where show policy prevails, members must receive sufficient rest period before and after each

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1 The theatre minimums specifically stated are:
- Royal . . . . . . . . . . . 7 men
- Capitol . . . . . . . . . . . 6 men
- Odeon . . . . . . . . . . . . 6 men
- Dominion . . . . . . . . . . 5 men
- York . . . . . . . . . . . . 5 men
- Plaza . . . . . . . . . . . . 3 men

2 Where there are applicable jobs, as say the "Ice Follies", the Local sets the minimum number for the job. Otherwise the small population of Victoria cannot support orchestras long enough for minimum numbers to be established.

3 The size of the Toronto Local is 2270 paid-up members and in influence is the strongest in Canada. The Miami Local is 2179 strong and generally reckoned as comparable to the Toronto Local.
show to compensate for rest periods not received during the show. . . .”

The Seattle Local fixes an intermission period of ten minutes per hour plus two minutes rest between each group of three numbers. 2

The issues of musicians "doubling" on various instruments was hotly contested by the AF of M at one time on the grounds that it meant other musicians would be put out of work. Although the union had to recede from this attack, it has instituted doubling rates, so that the musician who does play more than the allowable number of instruments gets extra pay. The International Constitution, in Article 20, Section 14, allows the following sets of instruments to be played without the doubling rate being charged:

...members...shall receive an additional 25 percent of the regular salary for each double. The following are not construed as doubling: Saxophone family; Clarinet and Bass Clarinet; Flute and Piccolo; Oboe and English Horn; Piano and Celeste; Organ and Celeste; Bassoon and Contra-Bassoon; Drummer's regulation outfit consisting of (bass drum, snare drum, pedal cymbals, gongs, bells, wood blocks and small traps). Xylophones, vibraphone, chimes and bells are not construed as doubles when played by one musician without any other double. . . .”

Because the modern instrumentation of dance-bands in the reed sections involves the use of clarinet and saxophone, the Locals have made this allowance and have added their own doubling sections in their working rules. 3

One of the working rules adopted by the Locals is unique among unions. On all dance engagements in which a supper is served the guests, supper must also be provided for the orchestra. 4 The interesting condition to

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1 Local 655, Miami, Wage Scale and Price List, Section 5, p. 6.
2 Price List and Working Rules, Local 76, Seattle, Wash., p. 7. While many of the Locals do not specify the two minute rest period between three number groups, it is tacitly assumed as being applicable. Such conditions do not refer to radio or television programs.
3 See Price List and Membership Directory, Local 145, Vancouver, B. C., Section 38.
4 Where meals are not provided, musicians receive an extra $1.00 to the price of the engagement.
this is that it must be a supper similar to that served the guests and must
be served to the musicians in a room suitable for the guests' use. Under
no circumstance may supper be served to the orchestra in a kitchen, pantry
or other service room. This then establishes the musicians' professional
status by reason of the fact that they must be treated as the guests are
treated. (The writer will leave it up to the reader to discuss the pros
and cons of such a condition, since his own personal bias would far out-
weigh any objective criticism of such a rule.)

"Kickbacks"\(1\) are forbidden on any job at any time by the AFoFM. The
practise was fairly wide-spread at one time during the 1930's when living
was a 'hand-to-mouth' existence for a great number of people. This situa-
tion would be more prevalent in the case of musicians, for, as indicated in
Chapter I, music is not a vital commodity, particularly in a period of
depression. The practice has by no means come to an end today but the
general level of prosperity is such that many operators can afford to pay
the existing wage-scale. Kickbacks have largely been replaced by co-operative
or share-plan engagements. These engagements differ from kickbacks in that
the orchestra hires a hall for a given sum and "splits the take" after
expenses are paid. This type of job is allowed by the union if it can be
proven that the job to be performed is absolutely non-competitive in
nature, and that the musicians themselves are not to claim any protection
from the union while performing such a job. The difficult problem that
confronts the union on kickbacks and co-operative engagements is to prove
that the musicians are violating union rules. In other words, how can the
union prove that the band is 'kicking back' to the employer? Usually the

\(1\) Kickbacks are arrangements made between musicians and employer whereby
the musicians turn back part of their salary to the employer as the price
of getting a job.
only way that such jobs become known is that after the job has been performed some of the musicians will speak about it to their friends. If the union sought to prove the case, however, word of mouth would be insufficient proof.

Reduction in the size of an orchestra is also forbidden during the life of any contract signed between an orchestra and management. Similarly, many of the Locals forbid members from 'sitting in' on an engagement because the management is then getting more than it is paying for. The logic of such rules need not be stressed since it seems fairly obvious that many musicians would gladly sit in with a band for the "kicks", as the saying goes, with no concern about getting paid for the job. This follows from what we have previously said about musicians--some, not all--playing music in much the same manner as a man paints, that is, as a hobby.

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1 Where a musician will play with an orchestra for part or all of an engagement even though he was not contracted to play the job.
C. Wage Scales.

The wage scales of any of the Locals of the AFofM are not easily analyzed since they arise from different types of employment and different conditions of work, as hours and so on. For example, radio employment has a different rate for each of the following: morning show, afternoon show, evening show, local broadcast, sustaining program, national broadcast, top grade show, poor grade show, etc. Because the unilateral wage scale of the Local is based on 'what the public can stand', there could not be any uniformity between Locals. Similarly, there would not be any uniform resemblance to the wage scales of any other union, thus making comparison illogical. If comparison is desired with other trade unions, suffice it to say the the AFofM secures a wage for its working musicians commensurate to that of most other trade unions.

To further classify wage scales, we find that there are wage scales for each type of engagement such as night-club, cocktail lounge, dance-hall, hotel, restaurant, tavern, symphony concert, parade, etc. Some of these groups, such as hotels, are further classified as being "AA", "A", "B", "C", and "D", with varying scales for each class. The main factor in the number of engagements will of course by the size of the Local, and the "state" of the liquor laws.

All wage scales that are given are the minimum chargeable for side-men (musicians other than leader). Leaders' scales vary from one and one-half side-men's pay, as in the Vancouver Local, to double side-men's pay, as in the Miami Local.

Some Locals decide which is the most expensive (in terms of the highest wage scales) by the maximum floor space, while other Locals base their decision on location and admission price. Negro Locals base their wage scales on the same lines although their highest scales do not match those
of the white Local in whose jurisdiction they are located.

Rehearsal and overtime rates are detailed by all of the Locals, with hardly any 'free' time allowable. The only case that this writer can think of is in night-clubs where the management is allowed one free two-hour rehearsal per week to co-ordinate new acts coming into the club. If the act that comes into a club decides with management to put on a supper show, it is considered as overtime and the Local office fixes a rate to be paid the musicians.

Some of the Locals set a higher rate on Fridays and Saturdays because of the many weekend jobs and few weekday jobs. In this way the casual musician receives the maximum amount for the one or two nights work that he may be able to get. Other Locals set a uniform rate applicable for the six-day work week. This is done where there is a more even distribution of jobs.

When special occasions arise and there is no existing scale set for the job, the Executive Board of the Local is consulted and a rate is fixed.\footnote{1} For example, the price list of the Vancouver Local does not specify the rates for fashion shows in department stores or for school performances, to name two, and the rates for these jobs, while being casual engagements, are generally fixed by the Local. To further complicate the issue, suppose that a concert was played at a school and it was followed by a dance. In this case the Local would set the rate, basing the scale rate on the location of the school, length of the concert, hours of the concert, length of the dance, and hours of the dance.

As there is no uniformity in wage scales, so there is no uniformity in hours of work. Jobs performed before 8:30 P.M. are generally at a lower

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1 In Miami, the rates for work in bars and taverns are subject to the discretion of the Executive Board of the Local. In Toronto, rates are set for bars and taverns but not television, film recording, and the like.
rate than jobs performed up until 12:00 P.M. For straight dance-hall jobs in the Vancouver Local, musicians are paid from 9:00 P.M. If, therefore, a job is from 10:00 P.M. until 1:00 A.M., the musicians must be paid from 9:00 P.M. Government intervention, through the police, has done much in Canada to regulate the hours of employment in dance-halls and clubs in Canada. As these are all public places, they come under the government's jurisdiction, and dance-halls observe a midnight closing time, while clubs are allowed to have live music until 1:00 A.M. Casual jobs however do not come under government regulation and musicians are frequently asked to play until 3:00 A.M. Thus closed dances (such as company dances where invitation is by ticket only) can go on 'till all hours of the night' in an establishment like the Hotel Georgia in Vancouver. These provide musicians with a very lucrative source of employment, even though they may work only three nights a week.¹

The wage scales of symphony orchestras are generally determined by the respective Locals in whose jurisdiction the orchestras are located. The Locals usually meet with representatives of the Community who form a "Symphony Society" (various other names are sometimes given) and a wage scale for a definite number of concerts and rehearsals is agreed to. There are 28 major symphony orchestras (major because they engage musicians at regular weekly salaries for a specified number of weeks per season).² The

¹ On one such job, at an estimated three nights per week from October 1, 1949, until May 1, 1950, one musician estimated his pay to have been approximately $2,500.00.

² These orchestras are found in the following cities: Boston, Philadelphia, New York, Chicago, Cleveland, Cincinnati, Los Angeles, San Francisco, Pittsburgh, Washington, Minneapolis, Houston, Dallas, Hollywood, St. Louis, San Antonio, Toronto, Rochester, Indianapolis, Baltimore, Kansas, Buffalo, Vancouver, New Orleans, Denver, Oklahoma, Utah (Salt Lake), and the North Carolina Symphony at Raleigh.
average regular season, during the year 1950, for these orchestras was 23.3 weeks, and the average summer season was 7.4 weeks. Minimum weekly scale for the winter season was $78.15. This, incidentally, is considerably higher than the average minimum scale paid to musicians in the Vancouver Symphony Orchestra, which was $50.00.

There are 125 secondary orchestras (secondary because musicians are engaged on a per concert basis for an indefinite number of concerts each season), 13 of which are in Canada. Many of these orchestras have non-union members but in most cases only the union members are paid.

Considering the major symphony orchestras again, we find that only nine of these 'top' orchestras receive appropriations by municipal grant or city or county taxes, and they are: Los Angeles, San Francisco, Baltimore, Indianapolis, Buffalo, Vancouver, New Orleans, Salt Lake City, and Raleigh. The remaining 19 major symphony orchestras receive no appropriations whatsoever unless by public donation.1 Wage rates have proved too costly for many small centres and regular seasons have been given over to the engagement of a symphony orchestra on a per concert basis with no specified number of concerts being given.

1 For a detailed report of the major and secondary symphony orchestras, see President's Report, Official Proceedings of the Fifty-fourth Annual Convention of the AFofM, New York, June, 1951, pp. 126-128.

(NOTE: This contract was drawn up by the AFofM for purposes of illustrating the new conditions agreed to in the Television Film Labor Agreement, and adequately shows the detailed terms which the AFofM has forced the television companies to comply with.)

EXHIBIT "A"

WAGE SCALES, HOURS OF EMPLOYMENT AND WORKING CONDITIONS

I. Side Line Musicians

1. "Side line", "Atmosphere" or "Silent". Work day starts at time and place ordered to report and ends when dismissed at studio or in the city.

2. Weather Permitting Calls:
   When side line musicians are ordered to and do report and are then dismissed on account of weather conditions which preclude the picture from being photographed, musicians so dismissed shall be paid $9.38. Leader, double.

3. Fitting and Interviews:
   When called upon any day or time other than the day of employment for fitting of costumes or type interview, musicians shall receive $9.38 for two hours and thirty minutes. Leader, double.

4. There shall be no Stand-By Calls.

5. Notification of Calls:
   All calls for side line musicians shall be made not later than 6:00 P.M. on the day preceding the call, except in emergency, and except at the end of any photographic day; calls for the following day may be given to the side line musicians.

6. Basic Scales:
   Minimum pay for any call (except otherwise specified) $28.13
   Consecutive work hours between 6:00 A.M. and 6:00 P.M. paid at rate of straight time--per hour or fraction 3.51
   Consecutive work hours after 6:00 P.M. shall be paid at rate of time and one-half--per hour or fraction thereof 5.28
   When minimum of $28.13 is earned, excess to be paid as follows: before 6:00 P.M.--per hour or fraction thereof 3.51
   Overtime after 6:00 P.M. up to 10 minutes, one-half hour at time and one-half hour shall be paid 2.64
   Overtime after 6:00 P.M. in excess of 10 minutes, per hour or fraction thereof 5.28
   All work hours must be consecutive (except that one-hour meal period, deductible from work time, will be allowed in nine hours).

7. One Person Alone:
   Subject to above schedule of hours 34.38
8. Leaders' and Contractors' Pay:
   Leaders or contractors shall receive double the sideman's scale.

9. On Location:
   When working on location at a distance, making commuting to and from
   engagement impracticable or impossible, daily schedules to apply. Travel
   time begins when the musician reports from travel pursuant to instructions,
   and ends when the musician arrives at destination. Travel time between
   6:00 A.M. and 6:00 P.M. only will be computed as work time, but not to
   exceed eight hours per day. Travel time rate, $3.51 per hour. Leader, double.
   All expenses shall be paid by the producer, including transportation,
   meals and reasonable sleeping accommodations, in addition to regular daily
   schedules.

10. Meals:
    Break for meals to come at approximate meal time, twelve to two and six
    to eight. This provision is not to be in contravention of any state law.

11. Recording by Side Line Musicians:
    If side line musicians record, they get paid for recording sessions.
    This shall not apply if the men play but do not record.

12. Wardrobe:
    Side line musicians are not to be required to provide any wardrobe other
    than tuxedo, business suit or full dress.

13. Sundays and Holidays:
    Double time scale shall prevail for work on Sundays and the following
    legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day,
    Thanksgiving Day, and Christmas Day.

II. Motion Picture Recording Musicians

14. Rates and Conditions:
    For a single session, consisting of 3 hours or less, during which (a)
    only one picture of no longer than 30 minutes duration may be made, or (b)
    no more than 5 pictures of no longer than 3½ minutes duration may be made,
    or (c) no more than 9 spot announcements of no longer than 1 minute dura-
Overtime must immediately follow a regular session. All hours not continuous will be charged as additional sessions.

15. Rest Period:
   Intermission of ten (10) minutes away from stand must be given on all engagements, with the understanding that it means ten minutes from the time musicians leave stands until they return and are ready to play. The producer is privileged to accumulate two rest periods.

16. Doubling Rates and Conditions:
   (a) NOTE: The following are not construed as doubling:
       Saxophone family
       Oboe and English Horn
       Flute and Piccolo
       Organ and Celeste (when furnished)
       Piano and Celeste (when furnished)
       Drummer's regulation outfit (consisting of bass drum, snare drum, pedal cymbals, gongs, bells, wood blocks and small traps).
   (b) Xylophones, vibraharp, chimes and bells are not construed as doubles when played by one musician with no other double.
   (c) Doubling of any instrument, 50% of basic rate extra.
   (d) In computing the compensation for doubling, all time from the start of the recording engagement shall be considered in three-hour sessions regardless of the unequal division of the two sessions.
   (e) Doubling of only one instrument shall be allowed in any such three-hour session.
   (f) Doubling price shall be paid for minimum of three hours in any such session in which two instruments are used.
   (g) When same double is continued during overtime, doubling price shall be paid upon overtime basis.
   (h) When another instrument is doubled during overtime, doubling price shall be paid for minimum of three hours.
   (i) Doubling pay shall not be applied against minimum guarantee.

17. On Location:
   Engagements on location over twenty-five miles but no more than 100 miles from point (inside jurisdiction) ordered to report, $8.31 per hour extra for time consumed in traveling to and from location. Over 100 miles to be arranged with Federation.

18. Sundays and Holidays:

19. Meals:
   Lunch and dinner periods should be between the hours of twelve and two, and six and eight, respectively.
III. Single Musician (Non-Recording)

The following applies to employment of musicians rehearsing performers such as dancers, singers, etc.

20. Daily Schedule:
   Single session (three hours or less) ........................................... $24.94
   Two sessions (6 hours) completed within 12 hours of
   time called ending not later than midnight ...................................... 41.56
   Engagements of two sessions (completed within 12 hours
   of time called) may be divided into two periods at conven­
   ience of producer, with not less than one hour between sessions.
   Overtime, not later than midnight, per 15 minutes or
   fraction thereof ................................................................. 2.08
   Overtime, after midnight, until 8:00 A.M., per 15 minutes
   or fraction thereof ............................................................... 3.13
   Overtime must immediately follow a regular session. All hours not
   continuous will be charged as additional sessions.

21. Sundays and Holidays:
   Double time scale shall prevail for work on Sundays and the following

IV. Arrangers, Orchestrators, Copyists, Proofreaders, Librarians, General
    Rules

22. Musical orchestrators shall be paid at the prevailing motion picture
    orchestrating rate for all orchestrations when initially used for motion
    pictures for exhibition over television broadcasts, but with no additional
    compensation for any subsequent motion picture use on television broadcasts.
    This also applies to orchestrations already in the possession of any orchestra
    or band leader, which were originally made for other than motion picture or
    television purposes. Orchestrations initially used for television motion
    picture purposes shall not be used for any other purpose unless the orches­
    trating rate applicable to such other use at the time thereof shall be paid
    to the orchestrator.

23. Cutting, pasting or a similar musical service, to be charged for at
    regular time rates as specified in each classification under which musi­
    cians are engaged at the time, except, when musician is engaged on work
    by the page and required to cut, paste or render similar service, such
    service to be paid for at the rate of $4.16 per hour in periods of not less
    than 15 minutes.

24. Orchestrating is defined as the art of scoring the various voices
    of any already written composition complete in form. A composition is
    considered complete in form when it fully represents the melodic, harmonic,
    and rhythmic structure.

25. Prices quoted in this section refer to orchestration only and must
    not be interpreted as to include or apply to creative contribution such as
    reharmonization, paraphrasing, or development of a composition already
complete in form. Prices for arranging are left to the discretion of the person doing the work, provided, however, that the price charged shall never be less than the minimum for orchestrating.

26. Orchestrators shall not attend recordings of their orchestration unless they are paid as per regulations.

27. The pay rate for work on Sundays or legal holidays shall be double all prevailing rates and scales herein enumerated. Legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

28. After working on an overtime rate, eight rest hours shall elapse before resuming single scales. When called back before the expiration of the eight-hour rest period and when intervening time between dismissal and recall is four hours or less then such intervening time and succeeding consecutive work hours shall be paid at the applicable overtime rate for all succeeding work time.

29. Meal periods shall be observed at approximate conventional times. In no case shall any work session exceed six hours without a meal period of at least one-half hour but no more than one hour.

30. An hourly as well as per page rate in the copying field having been agreed upon, the producer agrees that it is not its intention to utilize these dual rates to the disadvantage of the copyist, the understanding being that these rates were promulgated for the convenience of the studio and not to give the studio any advantage in the selection of the rate to apply.

31. All manuscript paper, score paper, music and other necessary items shall be furnished by the producer, or shall be charged for at the actual cost.

V. Orchestrators

32. Page Rates:
   A score page to consist of approximately four (4) measures; come sopras to eight measures to be counted in the space of one measure.
   Not more than 12 parts of which one only may be double stave part
   $4.99
   Not more than 25 parts of which not more than two may be double stave parts
   6.65
   More than 25 parts of which not more than two may be double stave parts
   8.31
   Piano part taken from voice
   8.31
   Taking down melody and making lead sheet
   4.16
   Conductor's part, from score
   4.16
   Timing pictures, attending recording sessions, per hour
   8.31
33. For Vocal Scoring Only:
A vocal page to consist of twelve (12) measures.
Up to four (4) voices, per page ......................... $3.33
More than four (4) voices, per page ..................... 4.99
With piano accompaniment, add per page ................ 1.66

34. Miscellaneous Work:
For odds and ends such as corrections, alterations, additions, and all
other work where computation at page rates is impractical per hour or
fraction thereof ............................................ $8.31
Minimum call, two (2) hours.

VI. Copyists, Proofreaders, Etc.

35. Day Calls:
Three hours or less, ending not later than 8:00 P.M. .... $15.63
Eight hours, between 8:00 A.M. and 8:00 P.M. ........ 31.25
Continuous hours overtime with day call to midnight,
per hour or fraction thereof .............................. 4.16
Continuous hours overtime with day call after midnight,
per hour or fraction thereof .............................. 6.24

36. Night Calls:
Three hours or less, between 8:00 P.M. and 12 midnight .. 18.75
Six hours, between 12 midnight and 8:00 A.M. .......... 31.25
Continuous hours overtime to midnight, per hour or
fraction thereof ............................................. 4.16
Continuous hours overtime after midnight, per hour
or fraction thereof ......................................... 6.24

37. By the Page:
A copyist engaged to do work by the page shall be guaranteed not less
than $15.63 for the engagement (it being understood that the producer is
entitled to the equivalent in service). Waiting time after copyist reports
for work to be charged for at the rate of $3.33 per hour or fraction thereof.
All work to be computed by pages or half-pages.
A page is to consist of twelve (12) staves, and a half page up to six
staves.
Half pages to be computed at half the amount of the regular full-page
price.
One (1) page, including heading, constitutes 12 lines:
(a) Copying orchestra parts (single), per page ........ $1.01
Extra line or fraction thereof of line ..................... .09
Divisi parts (when 50% of the part is divisi) to be
charged 50% extra.
(b) Copying piano, banjo, guitar, harp, organ, celeste, and
similar parts, per page .................................... 1.73
Extra lines or fraction thereof, per line .................. 0.16
Writing in lyrics, per page, additional ................... 0.41
Numbering every bar on any or all parts, per page .... 0.16
(c) Copying on all ditto paper, double basic page price shall
be charged.
Bar numbering and/or lyrics—rate not to be included in ditto
computation.
(d) Transposition of all parts, 50% additional.
(e) Conductors' lead sheet (single line), per page ........ $1.73
      Extra lines or fraction thereof, per line .......... 0.16
      Piano conductors' parts constructed from score, page .. 4.30
      Extra lines, pro rata.

38. Federation Representative:
   • The duly authorized business representative of the Federation shall be
     furnished a pass to the studio. He shall be permitted to visit during
     working hours any portion of the studio necessary for the proper conduct
     of the business of the Federation.

39. Sound Track Regulations:
   A. The producer agrees that he will not use or deal with music sound
      track at any time for any purpose whatsoever except to accompany the
      picture for which the music sound track was originally prepared.
   B. The producer further agrees to register identification of the
      picture and music sound track with the Federation and shall clearly mark
      each film with an identifying code number designated by the Federation.
   C. It is agreed that members of the Federation shall not be required
      or permitted to record music sound track for general usage or for any
      purpose whatsoever except as provided herein.
   D. It is agreed that members of the Federation will not be required
      or permitted to use music sound track for any purpose in violation of the
      terms herein provided.

40. Live Musicians:
   The producer for itself and its subsidiary and affiliated companies
   agrees not to produce or arrange for the production, directly or indirectly,
   of film and/or sound track containing pictures of musicians performing or
   containing or accompanied by musical performances for television broadcast
   purposes unless such sound track is recorded by live musicians specifically
   for that film pursuant to this agreement. Nothing contained in this agree­
   ment shall be deemed to grant the producer the right or privilege to use
   or exploit film and/or sound track produced otherwise than under this agree­
   ment for any purpose if such use or exploitation would constitute a viola­
   tion by producer of rights of the Federation pursuant to agreements made
   with others than the producer herein named, pertaining to such film and/or
   sound track.
Chapter VIII

GENERAL ASPECTS OF TECHNOLOGICAL CHANGE

The effects of labour-saving machinery on employment have been the subject of considerable discussion. There have been as many theories as one can imagine to explain what happens to labour. What is the position of the musician? Orthodox economics tells us that unrestricted technological change should be upheld on the grounds that it creates greater "efficiency" and higher "productivity". This may be, even where there is almost a total displacement of the labour force into other industries. There are however two arguments related to unrestricted technological change in the music industry which must be considered. First of all, no matter how sweeping the technological change in music, musicians must still be used in the first instance. Thus we have the unique situation where the musicians, through records, are displacing themselves. The employers argued that the new industry would take up the slack, but as Petrillo stated, 'they argued falsely'. Said Petrillo: "... the place of the iceman was indeed taken by the mechanical refrigerator. But the iceman was not asked to concur in his own destruction, and in any event—despite harm to the individual iceman—manufacturers of the displacing machine created new jobs somewhere for some one. ..." Mechanized music does not create new jobs for musicians but constantly invades new fields displacing more musicians every day. Petrillo sums up the AFoM's outlook on unrestricted technological change by saying, "the industries have not tried to soften the blow; instead the musician has been asked to play at his own funeral".

The second point in regard to unrestricted technological change is that the final product of the music industry is quality and not quantity, thus making the argument of greater efficiency and higher productivity irrelevant. Discs, tape, wire, film, broadcasting, and television are constantly improving in quality, but the highest quality that could be
attained would be merely to reproduce music as it is originally played. The effect then is that the listener is not interested in employing the musician because he is content to listen to a reproduction of music made by some of the musician's colleagues.

Even though this seems unfair to the musician, it is out of the question to suppose that the public in general, which has the final say, can be persuaded to give up all of the conveniences that technology has provided. Records and their like are here to stay and the musician must be prepared to face this fact.

Professor Slichter1 claims that throughout industry as a whole the "maximum social efficiency" lies somewhere between the unrestricted rate of technological change that employers would like to have if they could, on the one hand, and the restricted rate that unions would impose if they had a free hand, on the other. In the music industry we find that the employer has not been restricted in his use of electronic reproductions of music. The only exception that might be brought out is the opposition by the AFofM to the indiscriminate use of recordings, and this opposition was only temporary. The union on the other hand has not opposed the record or any other device, realizing that public tastes cannot be frustrated to the extent that records, etc., would be eliminated. Union policy has therefore been a case of asking for a fair contribution from those who profit from the commercial exploitation of reproduced music without giving employment to live musicians.

In newer industries that have sprung up as a result of technological advances, the AFofM, like other unions, has tried, wherever possible, to

enforce make-work rules limiting technological unemployment. Leiserson lists five general rules that unions have used to create work. The first, restrictions on technological improvements, has not been used to any great extent by the AFofM. The second, restrictions on the use of prefabricated products, is much the same as the first point. The union has sought financial restitution for the use of records and so on and has, through the "stand-by" system, sought to combat unemployment in radio caused by transcription broadcasts. The third, performance of unnecessary work, is particularly applicable to the AFofM, as pointed out in Chapter IV. The fourth rule, hiring unnecessary men, is utilized by the AFofM in its "Minimum Number" clause written into practically all Local Constitutions. Many of the Locals have utilized the fifth rule, limitations placed on employee output, by restricting the time that a band can play through specifying certain rest periods per hour. As in the case of the Miami Local, it can reach staggering sums when the orchestras must take a 20-minute intermission each HOUR.

If industry, through unrestricted technological change, benefits by greater efficiency and higher productivity, it must be prepared to accept its "social responsibility", reasons the AFofM. Mr. Edward R. Stettinius, former President of the U. S. Steel Corporation, brings out this idea clearly when he states that, "having helped to create this modern society, the business man will not be excused from the duty of coping with its problems". Just such an argument was used by the AFofM when it fought for the Record and Transcription Fund. From this subsequently came the Music

2 E. R. Stettinius, quoted in Philip Murray's, Technological Unemployment, Steel Workers Organizing Committee, Publication No. 3, April, 1940, pp. 35-40.
3 For a thorough discussion of the Record and Transcription Fund, the Music Performance Trust Fund, and the Television Trust Agreement, see Chapter IX.
Performance Trust Fund and the new Television Trust Agreement. Though the AFofM has been successful in getting these royalties paid to musicians, the Funds are not nearly adequate to render all of the public service requested of them or to furnish employment for all musicians who need it. Whether or not the Funds will grow remains to be seen and is not our immediate concern. The important point is that while the Funds do not fit into make-work rules or restraint of trade, they do provide the AFofM with a good potential source of employment.

Technological change in the music industry has created two distinct features. First and most important, technological change in the music industry ultimately meets with the public's approval and acceptance to the extent that there is an unwillingness on the part of the public to return to the earlier forms of entertainment which created so much work for the musician. Secondly, the very small number of musicians employed on a full-time basis is sufficient proof to suggest that the make-work rules imposed by the AFofM have been only partially corrective. Therefore, additional rules will have to be used by the AFofM to secure employment that has been taken away by technological change. There has been considerable discussion as to the feasibility of further rules being imposed by the AFofM and many people, including those sympathetic to the AFofM, have thought this approach useless. Rather, the case now is that the AFofM must try to:

(1) Interest the public in hearing live music. (Rosenbaum, Trustee of the Music Performance Trust Fund, described reproduced music as "getting a kiss from your sweetheart over the telephone").

(2) Encourage the creation or revival of groups whose purpose is the presentation of live music.
Chapter IX

THE STRUGGLE WITH THE RECORD INDUSTRY

The development of the recording industry and the role that the AFofM has assumed in combatting the resulting technological unemployment has been the subject of widespread interest. It is therefore imperative that we examine the AFofM's position to ascertain within what limits the union is capable of acting and the resulting effect of this action. All of the ramifications of the struggle between the record companies and the AFofM cannot be covered because of the rather limited material available.

From the union's standpoint, there seems to be no question of the union's retarding technological advancement of methods or techniques of manufacture, nor is it opposed to the record or the phonograph machine, because each one implies the need of a musician. Thus the original picture was one in which the professional musicians and the recording companies were in agreement. The general public was able to enhance its musical tastes and the whole industry thrived as a result of the public's desire to see the artists they listened to on the recordings.¹ The important feature of this harmonious relationship was that the records were not put to commercial use and were manufactured for home use only.

Technological advancement then produced the microphone and the amplifier and with the aid of these two devices the record, which previously could only be heard in a room, could now be heard virtually across a country. There was a revolution in the recording industry and the musicians and record companies split as a result of it.

The possibilities of the use of records instead of live music are limitless and the musician has been thrown out of jobs which originally were his alone. One of the main fields in which records are used in place of musicians is in radio. A survey conducted by the AFofM covering the

¹ A brief summary of the beginnings of the record industry is necessary to show how the problems developed.
92.

year 1947, showed that only 422 of the more than 1500 Standard Broadcasting stations in the United States employed staff musicians steadily. Canadian stations employed 21 musicians. It is interesting that while the Federal Communications System in the United States has seen fit to require radio stations to use live talent when they originally get their license, many of the stations never obey this rule. A good example is cited in the survey, of one station which was monitored for three days in connection with its license renewal. During the time it was on the air, only 23 minutes of its 36 hours of operation were given over to programs other than records and commercial announcements.

Similarly, the record companies have made huge profits while many musicians have been literally starving1 or rather, in the great majority of cases, have had to seek other employment in order to make a living. If we consider records alone, this injustice does not seem to be wrong, since out of some 225,000 musicians in the United States and Canada, fewer than 10,000 have made a record. Some three to four thousand have played on one recording session and the remaining six or seven thousand have played a few more. Figures released by the AFoM2 show that the average income from making records, based on union scale for each recording musician employed during the year 1946, by a group of the largest record manufacturers, was $153.25. Similarly, in the year 1946 the entire recording industry paid to all of the musicians employed $2,318,162 and sold the records for $156,445,721. This figure does not include the money derived

1 That the record companies make money on "new discoveries" is seen when Capital Recording Company hired singer Ella Mae Morse to record a tune called "Cow-Cow Boogie". The success of this record was phenomenal and while Capital sold well over one million copies, singer Morse received a scant $35.00. See "Capital News", published by Capital Recording Company, Los Angeles, October, 1951.

from the commercial uses to which the records were put.

Another survey recently completed by the AFofM shows us how much was earned by the Musicians through record and transcription sales:

<table>
<thead>
<tr>
<th>Phonograph Records</th>
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<tbody>
<tr>
<td>Number of Sessions</td>
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<tr>
<td>Number of Man Appearances (Sidemen)</td>
</tr>
<tr>
<td>Number of Appearances (Leader)</td>
</tr>
<tr>
<td>Number of Hours Employed</td>
</tr>
<tr>
<td>Number of Masters Recorded</td>
</tr>
<tr>
<td>Number of Pressings Sold</td>
</tr>
<tr>
<td>(a) Total Earned by Leaders and Sidemen</td>
</tr>
<tr>
<td>Earned by Leaders</td>
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<tr>
<td>Earned by Sidemen</td>
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<tr>
<td>Royalties Paid to Music Performance Trust Fund</td>
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</tbody>
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<table>
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<tr>
<th>Electrical Transcriptions</th>
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<tbody>
<tr>
<td>(b) Number of Units</td>
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<tr>
<td>Number of Man Appearances (Sidemen)</td>
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<tr>
<td>Number of Appearances (Leader)</td>
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<td>Number of Hours Employed</td>
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<tr>
<td>(a) Total Earned by Leaders and Sidemen</td>
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<td>Royalties Paid to Music Performance Trust Fund</td>
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<table>
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<tr>
<th>Production Statistics</th>
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<tbody>
<tr>
<td>Number of Conventional Records Sold</td>
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<tr>
<td>Retail Value</td>
</tr>
<tr>
<td>Number of Long-playing Records Sold</td>
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<tr>
<td>Retail Value</td>
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<tr>
<td>Number of 7-inch Records Sold</td>
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<tr>
<td>Retail Value</td>
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<tr>
<td>Total</td>
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<tr>
<td>Total Earnings</td>
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</tbody>
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N.B. (a) These earnings are based on flat union scale and do not include royalty payments paid directly to the leader.
(b) A "Unit" is fifteen (15) minutes of recorded music.

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1 President's Report, Official Proceedings of the Fifty-fourth Annual Convention of AFofM, June, 1951, New York. The figures in this survey are comprised of records pressed from the master copies made under the provisions of the contract entered into on December 4, 1948, between the recording companies and the AFofM. The reports have come from the various record companies on records made from January 1, 1950, to December 31, 1950.
While this phenomenal growth was taking place in the record and transcription industry, the AFofM sought as early as 1928 to draw the musicians away from this field because of its detrimental effect on the musicians themselves. It was not until 1937 that anything concrete was done and this occurred in Local 10, Chicago, when its President, James C. Petrillo, stopped the making of records in its jurisdiction for 18 months. At the June 1937 Convention of the AFofM, the International Executive Board was granted powers similar to those that Petrillo had used in Local 10. The result of this was that a court ruling found the record companies could be licensed and required to include on record labels a prohibition against commercial use of the product. A subsequent ruling reversed this decision, when it was stated that neither manufacturer nor performer could control the use of the record after it had been sold.

In 1940, Petrillo became the President of the AFofM, succeeding Joseph Weber, who had held the office for some 40 years. One of Petrillo's first acts after gaining office was to fight the use of what is called

1 Petrillo's reaction to the attitudes of the musicians and public alike is characteristically 'Petrillo-ish', if I may use the phrase, in that he dictates the policy and the membership and public must follow it. The following quotation is from an article by Milton Mayer in the June, 1937, copy of *Esquire* entitled, "Mussolini of Music":

The president wired me on that one. The wire said, 'Your loss would be the country's gain'. I said if it were true, it would be granted. But it would be a gain for only a few manufacturers. We won that one. (The future of the union) looks good. The fact that they go out on strike in the recording matter for twenty-seven months without anyone drawing a string across a violin shows its a strong organization. That cost some of the big band leaders $100,000 and they did not squawk.

"co-op" broadcasts. The use of this type of program was unlimited for radio stations and was widely exploited before it was finally controlled.

At the Forty-sixth Annual Convention of the APofM, held in Seattle, Washington, in June, 1941, the delegates voted unanimously to take direct action against the record companies. In June, 1942, as a result of this vote, the International Executive Board informed the recording and transcription companies that effective August 1, 1942, no musician would be allowed to record for any company. From the standpoint of the APofM this was rather bad timing in that Petrillo was called a "Dictator" and the union was in effect "Sabotaging the War Effort". While the APofM pointed out that the ban would not impair the flow of records to the Armed Forces and the War Effort would not in the least be affected, government reaction to the threatened ban was very strong, culminating in an appeal by the President to 'go back to work'.

Early in 1943 the APofM offered to settle the dispute (which had been gathering momentum all the time) by the suggestion that a royalty fund be set up based on the sales of records and transcriptions, to be distributed throughout the membership of the APofM by the International of the union. It was this latter point, of the APofM handling the funds, that the record companies objected to. Why, they argued, should they pay money into a fund over which they had no control, but rather was left to the "union's uncontrolled discretion"? The idea that they owed something to the

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1 A "co-op" broadcast is a transcribed record program with blank spaces that can be used for local advertising announcements. The usual co-op broadcast is a record program, and it is this type that Petrillo hit at.

2 Many records were made during the War for the Armed Forces and were called "V-Discs". The services of the musicians were donated, as were the records themselves, free of charge.
musicians whom they employed was also rejected as being fallacious.¹

The AFofM's case, that is the record ban, was reviewed before the War Labor Board as was the proposal of the AFofM to set up the Royalty Fund. However the issue was settled before the War Labor Board could reach a decision, when several of the larger recording companies accepted the AFofM's conditions, signed contracts, and went back to work. These agreements were made in the fall of 1943 and they established a separate fund for the royalty payments to be used by the union, "only for purposes of fostering and propagating musical culture and the employment of live musicians, members of the Federation".² The War Labor Board's decision (which incidentally was reversed from that of a War Labor Board Sub-Panel) was that the record ban did not unduly impede the War Effort and ordered a return to work and acceptance of the royalty principle with its exact terms to be arbitrated. The union held out on the latter part of this ruling because it had signed contracts with 105 of the 107 companies and thought better of the idea of negotiating new contracts. The AFofM won out and immediately following the 1944 elections the two hold-out companies agreed to sign, 27 months after the ban began. The fund was officially known as the "Recording and Transcription Fund" and was administered exclusively by the AFofM. The royalty paid by the recording companies on records ranged

¹ Traditional economic theory stresses the effect on employment in regard to technological change. The adaptation of labor to this change is generally adjusted, but not contested in the sense that sooner or later labor must conform to the pattern set by new machinery. It is somewhat surprising then to note that Petrillo based his royalty fund on the idea that the record companies had a "social obligation" to the recording musicians. It is regarded by many as being a unique principle in labor-management relations.

from one quarter cent per 35-cent record; to one half cent per 50-cent record; with a commission of up to $2.00.

What Cotterill referred to as "crummy public relations" had in some measure been corrected by the Recording and Transcription Fund because the AFofM had forced an employer to recognize the fact that he owed his employees something for the work they were losing. This was something that no other union had been able to do. Secondly, the Fund provided direct benefit to the musicians by creating employment. Thus the impact of the Fund was two-fold—smoothing out bad public relations and creating more employment for members of the AFofM.

It might be well to digress for a moment on just what the Fund sought to do and who benefited from it. Apart from the original purpose of the Fund—to protect the musician from exploitation—it has also brought music of every description to the listening public, from park concerts to guitar lessons. Just what the Fund has done can be seen in a district such as that controlled by Local 145, Vancouver, B. C. There were no organised concerts in Vancouver until the Record and Transcription Fund got its start in 1947, just as many of the hospitals, children's homes, and other such places had never heard or seen a concert. All of the programs given under the Fund were done on a "project" basis. That is, each concert or performance given had first to be discussed with the people who would participate in the entertainment, and then it would have to be submitted to the International for approval or rejection. It was felt that in so doing there

1 See p. iii.

2 In Canada, the Minister of Labour, Humphrey Mitchell, noted, "the very great effect these concerts had on those confined to hospitals and institutions" and that "the AFofM gave special consideration to those smaller areas and rural districts so often neglected in the carrying out of such programs". For other comments on the Fund, see Three Years of Music published by the AFofM, New York, 1950.
would not be any over-charging\(^1\), or misuse of the Fund through performances that did not have any social value. The money was awarded to the Vancouver Local in semi-annual allotments, which could subsequently be drawn on, project by project. The first grant made to the Vancouver Local was for approximately $2500.00 based on the paid-up membership of the Local.\(^2\) When the grant was made, officials of the Local contacted the Vancouver Parks Board in an effort to set up joint concerts during the summer months. The Parks Board was in complete agreement with the idea and agreed to sponsor one concert for every one sponsored by the union. The success of these concerts gave the union initiative to present concerts in schools, hospitals, veteran’s hospitals, crippled children’s hospitals, and so on. At first only schools within Greater Vancouver were approached, and then schools outside Vancouver were approached. The only failure that was experienced by the project was an effort made in conjunction with Community leaders to have a "teen-age" dance put on to encourage this age-group to ‘come in off the street’. Its failure was in no way the responsibility of

\(^1\) To prevent the Locals from over-charging existing scale rates, the International stipulated that the amounts paid and to whom had to accompany every completed project returned to the International Executive Board.

\(^2\) We thus find a great degree of variation in the amounts paid the Canadian locals, by province, for the year 1948:

<table>
<thead>
<tr>
<th>Province</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>British Columbia</td>
<td>$7,595</td>
</tr>
<tr>
<td>Alberta</td>
<td>2,481</td>
</tr>
<tr>
<td>Saskatchewan</td>
<td>2,453</td>
</tr>
<tr>
<td>Manitoba</td>
<td>4,484</td>
</tr>
<tr>
<td>Ontario</td>
<td>43,983</td>
</tr>
<tr>
<td>Quebec</td>
<td>14,307</td>
</tr>
<tr>
<td>Nova Scotia</td>
<td>1,636</td>
</tr>
</tbody>
</table>

Considering the provinces in Canada on the same basis as the states in the U. S., Ontario received the twelfth largest grant of the $1,700,000 spent in 1948. Pennsylvania received the largest amount, $192,437, while Vermont received the smallest amount, $573.00. See "Music for the People", a published report by the AFoFM, New York, 1949, pp. 22-23.
the musicians and was introduced to show the extent of the projects undertaken by the Fund.\(^1\)

One of the limitations of the Fund, particularly in a territory/as that covered by the Vancouver Local, is that there are no charges allowable for transportation on the price of the project. Thus how far outside the city the musician will go is determined by the amount of traveling necessary to and from the job. Many of the rural districts surrounding Vancouver have had the benefit of these concerts and the union has met the need of giving performances in these areas wherever possible.

Records\(^2\) show that during the first year of its operation, the Fund provided for more than eleven thousand performances, all of which were free to the public. A partial breakdown shows that 2328 concerts were given in veterans' hospitals, 2384 were given in civilian hospitals and other institutions, 2611 for teen-age dances, 2411 in public parks, parades, concerts, etc.\(^3\)

When the agreements between the recording companies and the AFofM were due to expire on December 31, 1947, the record companies sought to curb the power of the AFofM. They were successful because on April 16, 1946, Congress had passed the Lea Act, sometimes called the 'Anti-Petrillo Act', as an amendment to the Communications Act of 1934. This Act was designed to curb the union on two counts: (1) its 'featherbedding' practises, and (2) the royalty payments of the Record and Transcription Fund. In regard

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\(^1\) There have been many successful attempts sponsored by Community groups, and aided by the Fund, to attempt to curb juvenile delinquency.

\(^2\) See the AFofM pamphlet published on the Recording and Transcription Fund, "Music for the People", New York, 1949.

\(^3\) There is no record available as to how many of these performances were made in Canada. However, as roughly five per cent of the money paid out of the Fund went to Canada, we can conclude that approximately five per cent of the jobs were performed in Canada.
to the 'featherbedding' practices of the AFoFM, the Lea Act specifically states in Sec. 506 (a):

... It shall be unlawful by use or express or implied threat of the use of force, violence, intimidation, or duress, or by the use or express or implied threat of the use of other means, to coerce, compel or constrain or attempt to coerce, compel or constrain a licensee. ... to employ, in connection with the conduct of the broadcasting business. ... any person or persons in excess of the number of employees needed by such licensee to perform actual services. ... to pay. ... in excess of the number of employees needed. ... to pay. ... more than once for services performed. ... to pay. ... for services not performed. ... to refrain ... from broadcasting or permitting the broadcasting of any radio communication originating outside the United States.

In regard to the last part of this section of the Lea Act, it should be pointed out that Petrillo opposed the broadcasts of programs originating outside the United States as he opposed non-union conductors coming from Europe. The following is a quotation from the New York Times, December 26, 1945:

There's the tariff. The Manufacturers' lobby to keep cheap material out of the country. There's the immigration law. The government, everybody protects themselves against labor. Why the hell should we be exempt?

You know what happened to Swiss watches. They stopped some from coming into this country. We're trying to see that foreign musicians, in person or by air, don't get our jobs.

For a long time the conductors came from London, all the stars from Europe. They'd stay here several months, make a lot of dough and then go home. I said, huh, you boys get into the union. There was a hell of a holler from the long-haired boys about that. Well, what about it?

Then all the Heifitzes, the artists who play in front of the orchestra didn't belong to the union. They said they didn't need a musician's card. We say, all right, if you don't need a card, go play by yourselves. They're all in now.

Secondly, in respect to the royalty payments, the Lea Act has this to say in Sec. 506 (b):

... It shall be unlawful. ... to coerce, compel or constrain or attempt to coerce a licensee or any other person. ... to pay or agree to pay an exaction for the privilege of, or on account of. ... using recordings or transcriptions. ... to be used in broadcasting, or in the production, preparation, performance, or
presentation of a program or programs for broadcasting: to impose any restriction upon such production if for the purpose of preventing or limiting the use of such articles, to pay or agree to pay any exaction on account of the broadcasting, by means of recordings or transcriptions.

The effect of the law was thus to 'put the union in its place', something the record companies had fought for since 1942. The case was immediately contested by Petrillo in a Chicago court. On appeal to the Supreme Court, a minority held it to be unconstitutional and while the majority failed to pass on its constitutionality, they sent the case back for retrial on the facts.

To add impetus to the growing movement to halt the AFofM, the Taft-Hartley Law outlawed the 'featherbedding' practices of the AFofM which were originally brought out in the Lea Act as being 'unfair practices'. The Eightieth Congress, on recommendation of the National Association of Broadcasters added to the Lea Act when it stated that payments of royalties would be prohibited "to unions for their unrestricted use".

If we can visualize a pattern being set in 1941 in regard to banning records, we can see it being followed in 1947 when the annual convention of the AFofM unanimously authorized the International Executive Board to again stop making records until such times as the recording companies were once more brought into agreement with the AFofM. The AFofM banned its musicians from making records or transcriptions for a period of 11 months. During this time both the record companies and the International Executive of the AFofM concerned themselves with the immediate problem of finding a workable solution to the administration of the Fund. The record companies, by and large, agreed that the union's administration of the Fund had been honest and efficient. However the prevalent attitude of the manufacturers

1 The cost of administering the Fund by the AFofM was set at something less than one per cent of the gross.
during the dispute seemed to be a desire to handle their money in their own way, independent of the union. The record companies won out and on December 13, 1948, a new agreement was signed between the record companies and the AFofM known as the "Music Performance Trust Fund". While the main part of the agreement was, as before, the continuation of royalty payments, it differed from its predecessor in that the Fund was to be administered by an independent trustee named by the recording companies rather than by the AFofM. Administration costs were bound to rise since the trustee would have to set up a staff capable of handling such a job and be on familiar terms with procedure that was 'second nature' to the union. This was argued for some time by the AFofM because it had purposely kept its administration costs at a minimum to give the maximum benefit from the Fund. Colonel Samuel R. Rosenbaum of Philadelphia became the industry-appointed trustee. According to his own statements, there is very little difference to choose between the Recording and Transcription Fund and the newer Music Performance Trust Fund. Rosenbaum also stated that a careful study of the methods and practises of the AFofM's handling of the Recording and Transcription Fund revealed that it "has been, in fact, operated as a public service and not merely as a feed-bag".

Thus the record manufacturers and the AFofM are in agreement as to what can be done for the musician and the future developments between the two will be guided in large part by this workable principle now in effect. To conclude the effect of the record on the musician, we might consider the basic policy that the union carried out in administering the original Recording and Transcription Fund.1 The first condition that the AFofM

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1 This policy has been clearly set out in an article published by the AFofM entitled, "A Pattern for the Future", New York, 1950.
realized was the preservation of local autonomy. The locals, in submitting their projects to the International did so with the best knowledge of what types of music were suited to the community from the available talent.\textsuperscript{1}

Thus a brass band was used if it were most appropriate in a particular instance, and there was no insistence on the part of the union that a symphony orchestra be used. Secondly, the administrator of the Fund was free to stop any project that he felt might not render genuine public service. This seems to be a contradiction of the first point, yet the union made sure that each project was for educational, recreational, charitable, or patriotic purposes. The reason for this was to see that no project was played in an establishment or for a person on the "Unfair List" of the AFofM. Thirdly, no waste was permitted, in that all the employed musicians were to receive the minimum scale allowable for the job in the particular local where the job was to be performed. This stopped any local from "padding its account", and the AFofM from making what Rosenbaum termed a 'feed-bag' of the Fund. Fourthly, all admissions to these projects were to be free. While it prohibited the employer from getting free music by charging admissions, by the same token it also prohibited 'worthy' causes from benefiting financially from the Fund. In the interests of the Fund itself, the AFofM was forced to include this latter point since it would not then serve the purpose that it had been originally designed to carry out—that of providing free music to the

\textsuperscript{1} In "Music for the People", some of the more unusual projects of the Fund are given, as for example the professional guitar-playing instruction given the patients at Jefferson Barracks, Mo., Veterans Administration Hospital.
public. A fifth point, and quite important, was that the AFofM would not agree to any project that competed with regular employment. This was done as a protection to its membership, since the Fund was partially intended to expand employment of musicians and not contract it. The final point was that good music was to be furnished by the locals. Once again the AFofM protected its claim on the record companies by ensuring that the Fund would not degenerate into an employment bureau for those musicians who could not otherwise get a job.

The reaction of organized labor to the Fund is best expressed by William Green, President of the AFofL:

It is especially gratifying that this significant public service (the Recording and Transcription Fund) will be continued despite its negation in original form by the Taft-Hartley Act. To President Petrillo and his able staff who have administered it over the last three years at a cost of less than one percent I speak the hearty congratulations of the American Federation of Labor. . . .
Radio was a very unstable employer of musicians in its beginnings since there was a reluctance on the part of many people to realize the immense potential of the industry itself. Many of the smaller operators of radio stations asked the musicians to play for nothing until they (the operators) could get on their feet, and then there would be plenty for all. Most of the musicians grabbed at the chance since 'sound' motion pictures had caused a great deal of unemployment in the music industry. As radio grew, one thing became evident—while radio was a potential employer of musicians it was also a potential user of records and transcriptions. Petrillo instituted his famous 'stand-by' clause in order to protect the musician from unemployment, since he realized that many of the problems of the radio industry were attributable to the use of records, transmitting the music of a few good performers.

It has already been mentioned that the Federal Communications Commission in principle forces radio station operators to use 'live musicians'. It need only be said here that while this law has not always been enforced, it has helped to ensure the employment of musicians on the bigger network programs.

From a survey of both radio staff and radio commercial broadcast employment for the year 1949, one may get a fairly accurate picture of how great the employment effect is in radio today. 

1 See pp. 99-102 for ruling of the Lea Act. Petrillo's idea was that 'live musicians' had to be on hand in local studios during network musical programs and recorded or transcribed shows since the local station in relaying a program was not employing any musicians. When the Lea Act was thrown out by the Federal District Court, it was on the grounds that it violated the first, fifth and thirteenth Amendments of the Constitution.

2 See p. 4 and pp. 91-92.

3 This survey was carried out by the AFoFM's Research Bureau and questionnaires were sent to each of the member locals. Some 579 locals throughout
Radio Staff Employment in Canada

<table>
<thead>
<tr>
<th>No. of Staff Men</th>
<th>Staff Salaries</th>
<th>Staff Salaries</th>
<th>Staff Salaries</th>
<th>Miscellaneous Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50-52 Weeks</td>
<td>30-39 Weeks</td>
<td>Less Than 30 Weeks</td>
<td></td>
</tr>
<tr>
<td>Alberta</td>
<td>6</td>
<td>$5,824.00</td>
<td>-</td>
<td>$31,995.35</td>
</tr>
<tr>
<td>British Columbia</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>114,698.56</td>
</tr>
<tr>
<td>Manitoba</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>93,500.00</td>
</tr>
<tr>
<td>Nova Scotia</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>118,806.13</td>
</tr>
<tr>
<td>Ontario</td>
<td>18</td>
<td>27,100.00</td>
<td>$500.00</td>
<td>279,436.10</td>
</tr>
<tr>
<td>Quebec</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>270,233.19</td>
</tr>
<tr>
<td>Saskatchewan</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>5,735.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>24</td>
<td>$32,924.00</td>
<td>$500.00</td>
<td>$820,904.33</td>
</tr>
</tbody>
</table>

Local Commercial Employment*

| United States    | $1,282,877.01 |
| Canada           | 663,293.25    |
| **Total**        | $1,946,170.26 |

Note: * These engagements are paid for by local sponsors or local advertising agencies.

United States and Canada replied to the questionnaire, and from it the above table was computed. An analysis of radio time was made in New York City and while it does not specifically cover the Canadian scene, it points out the actual time in which live musicians are employed:

<table>
<thead>
<tr>
<th>Stations</th>
<th>Recorded Music</th>
<th>Recorded Sketches</th>
<th>Recorded Music</th>
<th>Recorded Sketches</th>
</tr>
</thead>
<tbody>
<tr>
<td>WNBC(NBC)</td>
<td>25.3%</td>
<td>57.1%</td>
<td>13.2%</td>
<td>4.4%</td>
</tr>
<tr>
<td>WCBS(CBS)</td>
<td>19.5%</td>
<td>58.6%</td>
<td>16.5%</td>
<td>5.4%</td>
</tr>
<tr>
<td>WJZ(ABC)</td>
<td>27.9%</td>
<td>52.8%</td>
<td>14.9%</td>
<td>4.4%</td>
</tr>
<tr>
<td>WOR(MBS)</td>
<td>10.3%</td>
<td>69.4%</td>
<td>10.9%</td>
<td>9.4%</td>
</tr>
</tbody>
</table>

The programs were checked from 8:00 A.M. to 1:00 A.M. daily constituting 6,205 hours of broadcasting time for each station. The four stations were chosen to represent the four major networks, NBC, CBS, ABC and MBS.
Because of the small number of jobs available to the musicians, only the more proficient musicians have been employed, and the calibre of music has been extremely high. The case is frequently presented where the better musicians work exclusively on radio shows\(^1\), handling as many shows as possible.

On March 16, 1951, after eight weeks of negotiations, a "National Radio Agreement" and "National Television Agreement" were signed between the AFoFM and the radio and television networks\(^2\) in the United States. The main provisions of the National Radio Agreement are as follows:

1. Musicians can be used for simultaneous FM and AM broadcasting or can be interchanged to FM or AM programs.

2. Network programs of the "co-operative" type\(^3\), are paid at the same rate as single sponsor programs; "participating" type programs\(^4\) pay the musician single engagement rate plus $5.00 for each one-half hour or part thereof; "segmented" type programs\(^5\) have each segment treated as a single program; "composite" type programs\(^6\) when employing single engagement men, shall pay them at the rate of (a) each segment allocated to a particular sponsor or which is unsponsored shall be paid for at the single engagement rate.

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\(^1\) Musicians of this type are known in the trade as 'studio men'.

\(^2\) The four main television networks in the United States are owned by the four main radio networks, NBC, ABC, CBS, MBS.

\(^3\) Network programs which are simultaneously sponsored by different sponsors in various localities.

\(^4\) Network programs which constitute one integrated unit in the course of which advertising credits are accorded to two or more sponsors.

\(^5\) Network programs in which advertising credit for a specific period of time is given to one sponsor.

\(^6\) An integrated network program consisting of one or more segments each of which is allocated to a particular sponsor.
rate, or (b) each period of time in the course of which advertising credits are accorded to more than one sponsor without allocation of any specific portion of such time to any particular sponsor shall be paid for at the single engagement rate applicable to such period of time, plus $5.00 per man in addition to the foregoing sums for each half-hour or portion thereof.

(3) The third main section of the Agreement makes provision for the musician when transcriptions of network programs are used, such that any program can be transcribed by any affiliated station if it cannot carry the live program when it is made. Any commercial program can be transcribed and "fed" for broadcast but a "live repeat fee"¹ (set by the International Executive Board) must be paid to the musicians performing on the program. Similarly, an entire program can be transcribed if an artist must record it earlier², and the transcription fee is again paid the musicians at a re-broadcast. The National Radio Agreement also makes the provision that only AFofM members, in good standing, can be hired for any job, and that while the Federation or its locals are the sole bargaining agents of the musicians, the musicians must conform first, last and always to Federation Law.

The main provisions of the National Television Agreement signed between the four main companies and the AFofM are as follows:

(1) "Local" television broadcasts are those which originate from one station and are not carried by any other station. The rates for these shows are set by the Locals in whose jurisdiction the show originates.

¹ That is, musicians must be paid a sum, set by the International, even though they are not actually playing the show.

² Such programs as the "Bing Crosby Show" are transcribed because of the heavy schedule which Crosby must follow. By transcribing his shows he can make three or four shows at once and then meet his other commitments.
(2) All other shows are classed as "Network" shows and are paid at the same rate as radio shows.

(3) Audition films (used to solicit sponsors for live shows) and the rates charged for them are subject to the price list of the Local in whose jurisdiction they are made, and so on.

Further analysis of either of these two agreements is unnecessary because of their excessive detail regarding essentially secondary matter.¹

Following on March 30, 1951, a Trust Agreement was signed with all television stations to set up a Fund similar to the Music Performance Trust Fund. The important aspect of this Fund is that the networks have agreed to pay into it five per cent of their gross revenues received from the use of television film. This is a good start for the musicians in the television industry, because it took nearly 20 years to obtain these concessions in the record industry.

While the National Television Agreement is applicable to the shows produced, the AFofM was also instrumental in drawing up a "Television Film Labor Agreement" signed with the major companies on March 30, 1951.² While the contract stipulates that AFofM members must be employed and will be subsequently under AFofM law, it makes several provisions aimed at the television companies which leave little room for doubt as to the amount of control that the AFofM exercises in the television industry:

(1) Unless AFofM permission is first obtained, no film can be shown which embodies or is accompanied by performances of musicians, except where no admission is charged for the privilege of watching such film.

¹ For a complete wording of the contracts (viz., the National Radio Agreement, the National Television Agreement, the Television Film Labor Agreement and the Trust Agreement), see the International Musician, May, 1951, pp. 16-33.

² The wage scale conditions relating to the employment of musicians is set forth in "Exhibit A" following the Television Film Labor Agreement, and is reproduced in Chapter VII, Part D.
(2) The Federation must be advised of all film made during the month, or sound track made during the month.

(3) No film which embodies pictures of musicians or contains instrumental music can be made without the AFofM's permission.

(4) All of the provisions of the Act are applicable to Canada and any company formed in Canada must abide by the provisions of the agreement.

(5) Only AFofM members in good standing can be used.

(6) No contract is effective until it has been approved by the International Executive Board of the AFofM.

(7) Because monies are paid by the Television Companies to the Trust Fund, the AFofM holds the right to audit the books of the respective Television Companies during their regular business hours.

Thus, the musicians who do find work are amply protected by the AFofM, but the numbers employed are not as comforting to the musician. A typical opinion was voiced in a letter by Herbert G. Turner, Secretary of Local 390, Edmonton, Alberta:

... the introduction of radio has helped a little (from the blow suffered by the musicians with the introduction of 'talkies') but as a result of centralization in large Locals our better musicians have had to move to these other centres. We are very fearful that the introduction of television will deal another blow, and it is problematic whether we shall survive except in the field of dance entertainment. Whilst this expression may seem somewhat pessimistic, I am guided by the experience of those centres where television now holds sway and where many thousands of musicians are being thrown out of work as a result thereof. . . .

Whether or not Mr. Turner has accurately foreseen the future is difficult to say since there is every indication that the AFofM is much more able to control the new television industry while it was powerless to control the motion picture industry, if for no other reason than it was too young a union and thus too insecure in its policy-making.
Chapter XI
THE AFofM AND THE MOTION PICTURE INDUSTRY

In 1929, nearly every theatre in the country employed groups of musicians ranging in size from the proverbial 'one-man band' to the large pit orchestra used in Broadway musicals. Probably the thought of a piano player playing "Hearts and Flowers" when Valentino was "slinking up on his prey" will still fill the odd heart with nostalgia for the good old days. Up until 1929, sound movies were unheard of and the musician's position was secure in an established industry.

The invention of the Vitaphone, which subsequently led to sound movies, caused some 18,000 musicians to lose their jobs. While this technological displacement was severe enough, it was aided by the beginning of the Great Depression thus adding several thousand more musicians to the growing list of unemployed. In addition to motion picture unemployment and general Depression unemployment, the end of Prohibition in 1933 saw the end of the night-clubs that had prospered on 'bootleg booze'. Many of the musicians employed in these clubs could not find work in the restaurant bars and lounges that sprang up in their place.

Perhaps one of the brighter sides of this rather dismal picture was the introduction of radio right after "talkies" came in, but radio alone could not absorb the surplus musicians and technological unemployment became a permanent thing for a considerable period of time. Musicians who had been employed (as a full-time occupation) in the theatres, turned to other forms of employment and either gave up music entirely or else played casuals when they could get them.

Today, the only utilization of musicians in the motion picture industry is in Hollywood where there are but a handful of musicians who receive steady employment. Theatrical employment of the silent movie days employed 22,000 musicians on a 52-week a year basis. In 1950, 458 of 9,635 theatres
in the United States and Canada, having a seating capacity of 500 or more, employed musicians and only 57 of these on a year-round basis.\(^1\) The remaining 401 theatres employed musicians for periods of from one day to 50 weeks. The number of musicians employed in this field are broken down into the following:

<table>
<thead>
<tr>
<th>Type</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vaudeville and Presentation</td>
<td>1617</td>
</tr>
<tr>
<td>Dramatic and Musical</td>
<td>1471</td>
</tr>
<tr>
<td>Opera and Ballet</td>
<td>808</td>
</tr>
<tr>
<td>Burlesque</td>
<td>171</td>
</tr>
<tr>
<td>Organ</td>
<td>18</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4085</td>
</tr>
</tbody>
</table>

The AFofM has been powerless to enforce 'make-work' rules in this field since the public's tastes have changed, away from vaudeville, burlesque and the like to sound movies, television and so on, all of which employ fewer and fewer musicians. Musical comedies, opera and ballets are still very popular but production costs and lack of adequate facilities to present the productions, limit their employment effect.

The eight major motion picture studios\(^2\) gave casual employment to 5158 musicians during the year ending June 30, 1945.\(^3\) The average salary paid to the musicians was $1,009.85 a year. Only 239 of the more than 5000 employed received full-time employment. The independent motion picture studios presented an even worse situation employing something less than one hundred musicians on a full-time basis. Further statistics\(^4\) released by

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1 See President's Report, Fifty-fourth Annual Convention of the AFofM, New York, June, 1951, p. 131.

2 Columbia Pictures Corporation, Loew's Inc.--MGM Studios, Paramount Pictures Inc., RKO Radio Pictures Inc., Twentieth Century - Fox Film Corporation, Republic Pictures, Universal Pictures Co., Inc., and Warner Brothers Pictures Inc.

3 The Record on Records, published by the AFofM, New York, 1948, p. 6.

4 President's Report, Fifty-fourth Annual Convention of the AFofM, New York, June, 1951, pp. 132-133.
the Federation show somewhat the same picture in regard to employment. The employed musicians, however, enjoy the fullest protection from the AFofM and as the President's Report indicates receive an enviable salary:

From January 1, 1950 to December 31, 1950, the major producers employed 339 musicians under contract, with a minimum yearly guarantee of $6,916 each. In addition, these men received two weeks vacation with pay. The gross earnings of these contracted men from January 1, 1950, to December 31, 1950, was $2,607,973.35.

Because the motion picture studios, as the record companies, have not devised a way of creating music without using musicians in the first instance, the AFofM, even in its limited area, can and does exercise a great deal of power.

Since very few films are made in Canada by either American or Canadian companies, employment of musicians is very limited. During 1950, 336 musicians (including leaders) worked in 25 sessions for a total salary of $16,589.87.¹

The statistics listed above are valuable only in that they show the position of the musician as being 'lost' in an industry which musically speaking belonged to the live musician. As long as silent films were used, musicians were guaranteed a job. Sound movies completely changed the industry, requiring but very few musicians. After the unemployment effect of the Great Depression had been overcome, no more musicians were needed than during the Depression because the new industry could not use them. In this respect it is actually a repetition of what happened when the recording industry developed its commercial uses to the fullest extent.

¹ President's Report, Fifty-fourth Annual Convention of the AFofM, New York, June, 1951, p. 133.
Chapter XII
OUTLOOK FOR FUTURE MUSICIANS

The outlook for musicians who, in the future, will seek music as a profession is improved by the fact that they will belong to one of the strongest and most militant of trade unions that exists today. The main problem that the future musician must contend with, however, is the place that music will occupy in our society.

The AFoFM has done everything in its power to ensure a living wage for its members but the pitfalls of the industry itself are such that there is a great deal of insecurity. Perhaps the clearest description of this fact came from President Petrillo's guest column for Victor Riesel, the labour columnist. Petrillo stated that the music profession was a starvation existence for the average youngster, and it would continue to be so until the governments of the United States and Canada saw fit to intercede by the use of subsidies:

Over the centuries serious music has been a ward of the state, particularly abroad. Even in this free-spending nation serious music was, until recent years, supported largely by wealthy patrons. . . .

In speaking for governmental subsidies Petrillo stated that these could be offset by the repeal of exorbitant war-time taxes on live music performances. However, it must be said that the only valid argument that Petrillo, or any else for that matter, can use in claiming subsidies is to emphasize the place of music in our society. Says Petrillo:

I'm realist enough to know that right now, with our very security in jeopardy and with all of our resources dedicated to the primary job of saving our freedom, we can't hope to go off on rescue missions in behalf of music and the arts. At the same time let's don't forget that music is one of the supports of civilization we are trying to save. A Presidentially-appointed planning commission could, however, be at work now so that we may have a formula to apply once we are out of this Communist-inspired fog.

2 Loc. cit. 114.
The findings of the Royal Commission on National Development in the Arts, Letters and Sciences ¹ (hereafter referred to as the Massey Commission) lay stress upon the same problem that concerned Petrillo, i.e., the place of music in our society. It would thus be fitting to conclude this paper with a review of the more important findings of the Commission.

The Commission presented the threat of technological change in a clear and concise manner illustrating the plight of the musician.

Neither the composer of serious music nor the professional musician in Canada has benefited appropriately from the vast increase of interest in music in Canada over the last quarter of a century... the Canadian concert artist and the Canadian professional musician find it not entirely impossible but only extremely difficult to gain a precarious livelihood from their art... .

As a part of their survey the Commission made a thorough study of the effect on the musician of employment opportunities in Canadian radio in light of the music programming policies of public and privately owned stations. The Commission revealed what has long been the case, private stations hiring practically no live talent at all. For example, Local 190 (AFofM) Winnipeg had no employment in any of the privately owned stations in Winnipeg during the year 1948. The publicly owned CBC on the other hand has been the mainstay of serious, semi-classical and popular live music. In Toronto, several years ago, the CBC furnished $383,200 worth of employment for musicians, as compared with only $30,000 expended by the private stations in that area--though the private stations were able to afford live music.² This type of contrast caused the Commission to observe, "... the

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¹ All of the material used in this section dealing with the Commission is taken from the section titled, "Music in Canada", Report of the Royal Commission on National Development in the Arts, Letters and Sciences, King's Printers, Ottawa, 1951, pp. 184-191.

² One private station in Toronto took in $750,00 in advertising revenue, and yet spent almost nothing on live music.
skilled professional musician... is able to practise his art in Canada only because of the CBC, which in effect subsidizes our four principal orchestras."

Technological advancement in Canada has been mainly in the large cities, causing a centralization of network programs in Montreal, Toronto, Winnipeg, and Vancouver. As a result cities like Ottawa, Regina, Calgary, Victoria and others have been particularly hard hit in terms of employment of musicians. The Commission states that the only way in which the problem of overcentralization can be solved is if the CBC is granted a sufficient sum of money to subsidize local orchestras. While there has been a good deal of centralization of musicians in the principal cities of Canada, many musicians have gone to the United States to live permanently, feeling that employment opportunities, if no better, could certainly not be any worse.

Television is not seriously considered by the Commission except when it says that when it does operate in Canada, low program standards and over-commercialization (as seen in the United States television field) will be eliminated. It would seem correct to suggest, however, that were the Commission fully to investigate television it would have to recommend a similar subsidization in keeping with the very low radio employment.

Canadian music is found to be almost at a standstill because the Canadian composers cannot get their works heard or played on the Canadian concert stage, largely because of the American influence on the Canadian concert market. One of the main reasons for this is that the very influential concert agencies in the United States have dominated the direction of musical tastes by using American artists who are largely indifferent to the

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1 The four principal orchestras are in Montreal, Ottawa, Toronto and Vancouver.

2 One concert given by the Toronto Symphony Orchestra featuring Canadian music was so poorly attended (even though well advertised) that a deficit of $3000 was incurred.
works of Canadian composers. There are no proper facilities for insuring the publication of original works in Canada because of the large expenses involved.

As the composer is handicapped by not having his works played so the professional musician is handicapped by not having adequate halls and auditoriums in which to give concerts. The correction of this would necessarily have to come through subsidies from one source or another, something that has become the rule rather than the exception for our more serious music.

As to a solution to these problems, the Commission recognizes the position of music and musicians in much the same manner as indicated by Petrillo. In the last section of the Commission's Report they propose that the Canadian Government establish a Canada Council for the Arts, Letters, Humanities and Social Sciences to stimulate and help voluntary organizations within these fields. The Council would handle grants-in-aid, maintain contacts with UNESCO and serve as an "information centre--clearing house" for Canadian cultural activities.

In giving their reasons for establishing such a Council, the Commission pointed out that while the large centres in Canada enjoyed a limited degree of music, drama and ballet, the smaller centres in Canada were largely dependent upon the radio and motion pictures for their entertainment. Therefore one of the functions of the Council would be:

The encouragement of Canadian music, drama and ballet (through the appropriate voluntary organizations and in co-operation with the Canadian Broadcasting Corporation and the National Film Board) by such means as the underwriting of tours, the commissioning of music for events of national importance, and the establishment of awards to young people of promise whose talents have been revealed in national festivals of music, drama and the ballet.

The Commission readily recognizes that the old cry of state interference is bound to be raised when the proposals are made. They feel, however, that insofar as the Council is spending government funds it will be in
some measure responsible to the government. Yet at the same time the Council could well be above politics in much the same manner as the Royal Commissions themselves are above politics.

To musicians who must face the ever-increasing use of technological innovations, the Report of the Commission is most welcome. Particularly heartening is the Commission's feeling that a nation such as Canada must be prepared to furnish adequate and generous supplementary economic support of music, once the musicians themselves and voluntary organizations have done their utmost. "A relatively small amount of money, wisely expended, could put Canadian music on a footing similar to that in other Western nations.\(^1\) It would be difficult to imagine a more profitable investment."

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\(^1\) For example a British Arts Council was established in Britain in 1945, independent of government interference.

Allegro, Official journal of Local 802 (AFofM), New York, vol. XXV, no. 12, October, 1951.


Capital News, Los Angeles, Capital Recording Company, October, 1951.


Grant, M., and H. Hettinger, America's Symphony Orchestras and How They are Supported, New York, W. W. Norton & Co., 1940.

International Musician, New York, American Federation of Musicians, July, 1926; December, 1947; May, 1951; October, 1951; January-March, 1952.


Metronome, June, 1938.

Murray, P., "Technological Unemployment", Steel Workers Organizing Committee, Publication No. 3, April, 1940, pp. 35-40.


*The Canadian Unionist*, vol. II, no. 9, March, 1929.

*The Closed Shop*, New York, National Association of Manufacturers, 1941.


Constitutions and By-Laws of the following Locals:

Local 145--Vancouver, British Columbia
Local 149--Toronto, Ontario
Local 190--Winnipeg, Manitoba
Local 247--Victoria, British Columbia
Local 283--Pensacola, Florida
Local 390--Edmonton, Alberta
Local 550--Cleveland, Ohio (negro Local)
Local 553--Saskatoon, Saskatchewan
Local 76--Seattle, Washington
## Table I

Wage scales for traveling theatrical engagements.

### Section 1. With Comic Operas, Musical Comedies, Farce Comedies, Extravaganzas, Spectacular Shows & Similar Attractions.

A—When playing week stands, 8 performances (excluding Sundays):

<table>
<thead>
<tr>
<th></th>
<th>Per man</th>
<th>Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$140.00</td>
<td>205.00</td>
</tr>
</tbody>
</table>

B—When playing broken weeks, i.e., when company shows in more than one town in a given week:

<table>
<thead>
<tr>
<th></th>
<th>Per man</th>
<th>Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$150.00</td>
<td>225.00</td>
</tr>
</tbody>
</table>

C—Additional performances during week (excluding Sunday): Pro rata.

D—The price for each Sunday performance and for each performance when the engagement ends with a fraction of a week, known as Single Performance Price:

<table>
<thead>
<tr>
<th></th>
<th>Per man</th>
<th>Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$19.00</td>
<td>29.00</td>
</tr>
</tbody>
</table>

E—Rehearsals before and during the season, two hours (excluding Sundays):

<table>
<thead>
<tr>
<th></th>
<th>Daytime</th>
<th>Nightime</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$8.00</td>
<td>$12.00</td>
</tr>
<tr>
<td>Leader</td>
<td>12.00</td>
<td>16.00</td>
</tr>
</tbody>
</table>

F—A rehearsal may be substituted for a performance without extra charge (excluding Sunday).

G—Overtime at rehearsal shall be at the rate of, for each one-half hour or less:

<table>
<thead>
<tr>
<th></th>
<th>Daytime</th>
<th>Nightime</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>Leader</td>
<td>3.00</td>
<td>4.00</td>
</tr>
</tbody>
</table>

### Section 2. With Ice Follies, Ice Capades and All Similar Ice Shows.

A—When playing week stands, 8 performances (excluding Sundays):

<table>
<thead>
<tr>
<th></th>
<th>Per man</th>
<th>Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$150.00</td>
<td>215.00</td>
</tr>
</tbody>
</table>

B—When playing broken weeks, i.e., when company shows in more than one town in a given week:

<table>
<thead>
<tr>
<th></th>
<th>Per man</th>
<th>Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$160.00</td>
<td>235.00</td>
</tr>
</tbody>
</table>

C—Additional performances during week (excluding Sunday): Pro rata.

D—The price for each Sunday performance and for each performance when the engagement ends with a fraction of a week, known as Single Performance Price:
Per man . . . . . . . . . .  $20.00
Leader . . . . . . . . . . .  30.00

Section 3. Stage Presentations.

A--Per week:
Per man . . . . . . . . . . .  $130.00
Leader . . . . . . . . . . . .  175.00

Class A Houses—28 shows per week.
Class B Houses—30 shows per week.
Extra show, pro rata.

B—One rehearsal of two hours is permitted in any one town or theatre at the stipulated price.

C—Each additional rehearsal not to exceed two hours:
Per man . . . . . . . . . . .  $8.00
Leader . . . . . . . . . . . .  12.00

When services are rendered in the jurisdiction of a Local whose minimum scale or conditions are higher than those set forth above, the higher Local scale or conditions shall govern.

D—Leaders with Vaudeville Acts, per week:
(Same conditions as above) .  $175.00

Section 4. Vaudeville in Class C Houses.

A—Per day of four performances or less:
Per man . . . . . . . . . . .  $15.00
Leader . . . . . . . . . . . .  21.00

B—Extra performance:
Per man . . . . . . . . . . .  $4.00
Leader . . . . . . . . . . . .  5.00

C—One-half salary shall be paid for lay-off days.

Section 5. Burlesque Companies.

A—Week stands of 14 shows or less:
Per man . . . . . . . . . . .  $125.00
Leader . . . . . . . . . . . .  175.00

B—Rehearsals before and during the season, two hours:
Per man . . . . . . . . . . .  $5.00
Leader . . . . . . . . . . . .  7.50

C—Overtime at rehearsals shall be at the rate of, for each half-hour or less:
Per man . . . . . . . . . . .  $2.00
Leader . . . . . . . . . . . .  3.00
Section 6. Dramatic Companies, where the price of choicest seat (exclusive of box seats) is $1.00 or more:

A— Per man .......... $125.00
Leader ............. 160.00

B—Such musicians may render services on the stage in view of the audiences.

Section 7. Dramatic Companies (repertoire or otherwise) where companies play in houses where the price of the choicest seat (exclusive of box seats) is less than $1.00:

A— Per man .......... $85.00
Leader ............. 120.00

Section 8. Grand Opera and Ballet.

A—Where the price of the choicest seat exceeds $4.00 (exclusive of box seats), for seven performances per week:
Per man .......... $175.00

B—Stage Band for same conditions, per man . $150.00

C—Orchestra work can be done by members of Stage Band at same rate of $24.00 per man, per performance, in addition to weekly salary. Same price applies to member of orchestra doing stage work.

D—Where the price of choicest seats does not exceed $4.00:
Per man .......... $150.00

E—Where they do not exceed $3.00 . . . . $125.00 (per man)
F—Where they do not exceed $2.00 . . . . $110.00 (per man)

G—All of the above prices are for seven performances or less per week.

H—Additional performances during week shall be paid pro rata rate.

I—Leader and Conductor scale shall be double that of the sidemen.

J—Performances exceeding four hours from the beginning of the overture shall pay overtime charges as follows:
Under Paras. A, B and D, for each hour or less, per man--$5.00
Under Paras. E and F, for each hour or less, per man --$4.00

K—Day rehearsals before the season begins, 3 hours or less:
Per man ........ $10.00
Per man (night rehearsals) : 14.00
Overtime on day rehearsals, per half-hour or less, per man--$2.00
Overtime on night rehearsals, per half-hour or less, per man--$3.00

L—Day rehearsals during the season, per hour, per man --$4.00
Overtime on rehearsals, $2.00 per man for each one-half hour or less.

M—Members shall be given fifteen-minute intermission after the second hour of the rehearsal, without pay.

N—Extra night rehearsals during the season, four hours limit, the price of a performance shall be paid.

O—A rehearsal may be substituted in lieu of a performance.

P—An engagement started under one scale cannot be reduced during the season because prices of seats were reduced. If prices of seats are increased the scale applicable to such price shall apply.
Note: The wage scales mentioned in Table I are found in the Constitution and By-Laws of the AFoFM. (All material used in this thesis pertaining to the International Constitution is from the Constitution issued in 1950.) See Art. 20, Sec. 1-8 inclusive.

Table II

Wage scales for traveling concert orchestras.

Section 1. For eight (8) performances of not more than three (3) hours each, per week of seven (7) days, per man, $125.00. Leader, double. Extra performances, per man, $15.00; leader, double.

Section 2. One free rehearsal of 2½ hours is allowed each week. A rehearsal may be substituted for a performance not played.

Section 3. When engagement ends with fraction of the week, performances shall be paid at the rate of $18.00 each.

Section 4. Preliminary Rehearsals--Two free preliminary rehearsals of 2½ hours each may be given, provided such rehearsals are held not earlier than two days immediately prior to beginning of tour.

Section 5. For day rehearsals before season begins, two hours or less, per man, $10.00. Night rehearsal double.

Section 6. For overtime at day-time rehearsals before the season begins for each hour or less, per man, $4.00. Night rehearsals double.

Section 7. For rehearsals after the season begins, for two hours or less, per man, $6.00.

Section 8. Overtime at all rehearsals after the season begins, per man, per half-hour or less, $2.00.

Section 9. A member of the orchestra acting as Librarian shall receive $35.00 extra per week.

Note: Data for Table II found in Art. 21 of the Constitution of the AFoFM, 1950.

Table III

Wage scales for fairs, circuses, rodeos, and carnivals.

Section 1. Traveling Band and Orchestra price for Fairs for week of:

<table>
<thead>
<tr>
<th>Days</th>
<th>Per Man</th>
<th>Leader</th>
</tr>
</thead>
<tbody>
<tr>
<td>Six or seven</td>
<td>$100.00</td>
<td>150.00</td>
</tr>
<tr>
<td>Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Five</td>
<td>$85.00</td>
<td>130.00</td>
</tr>
<tr>
<td>Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Four</td>
<td>$70.00</td>
<td>110.00</td>
</tr>
<tr>
<td>Leader</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Three</td>
<td>$55.00</td>
<td>90.00</td>
</tr>
<tr>
<td>Leader</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Services to consist of six (6) hours per day within any ten (10) hours.

Section 2. Overtime for each one-half hour or fraction thereof, $2.00 per man; $3.00 leader.

Section 3. Where Local scale is higher, the Local scale shall prevail, but only where Local has notified the International Secretary.
of their wage scale no later than six (6) months prior to opening of said fair.

Section 4. Traveling orchestras playing fairs are restricted to their show and/or dance engagement only and are not permitted to play any engagements incidental to the fair such as concerts, night clubs, etc., with the exception of any state fair, on which no traveling band will be permitted to play engagements behind more than one paid gate.

Section 5. Members of circus and rodeo bands cannot play with non-members of the Federation. Members must give and receive two weeks notice to cancel the engagement. Members cannot buy a uniform or any part thereof. Members cannot be called earlier than four days before the opening of a season. For prices and conditions, consult the President's Office. In addition to the above, the members traveling with circuses shall be governed by the following rules:
A. The members of the band must be provided, free of expense, with satisfactory sleeping accommodations and meals.
B. No deduction from salary shall be made for layoffs, except for reason that the performances could not be given on account of conditions over which the company had no control. For performances lost by reason of war, revolution, pestilence, flood (if inundating entire districts), or fire, deductions shall be made.
C. Transportation must be furnished during the season to the members of the band.
D. If a member is discharged without cause, his transportation to the place wherefrom engaged must be furnished him.
E. The official AFoFM contract blank must be used by all contractors engaging men.

Section 6. Members of carnival bands or orchestras shall receive:

Per man, per week $60.00
Leader 85.00

NOTE: In this instance the wage includes the board charge.

Section 7. All conditions governing circus bands as contained in Section 5 of this article shall apply to all carnival engagements.

Note: Data from International Constitution, 1950, Art. 27. While the duplication of the preceding sections may be lengthy to the reader, it affords an excellent opportunity to study the many clauses and conditions imposed by the AFoFM on the various employers.
Table IV

Statement of amounts allocated, contracted for expenditure and disbursed by areas for the period of six months ended 30 June 1951.*

<table>
<thead>
<tr>
<th>Area Number</th>
<th>Location</th>
<th>Allocated</th>
<th>Contracted for Expenditure</th>
<th>Disbursed</th>
<th>Disbursed*</th>
</tr>
</thead>
<tbody>
<tr>
<td>621</td>
<td>Brandon</td>
<td>$200.48</td>
<td>$188.50</td>
<td>$188.50</td>
<td>$ --</td>
</tr>
<tr>
<td>622</td>
<td>Brantford</td>
<td>321.51</td>
<td>236.00</td>
<td>236.00</td>
<td>236.00</td>
</tr>
<tr>
<td>623</td>
<td>Brockville</td>
<td>200.48</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>624</td>
<td>Calgary</td>
<td>393.40</td>
<td>--</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>625</td>
<td>Edmonton</td>
<td>605.15</td>
<td>--</td>
<td>--</td>
<td>468.00</td>
</tr>
<tr>
<td>626</td>
<td>Halifax</td>
<td>658.14</td>
<td>--</td>
<td>--</td>
<td>183.00</td>
</tr>
<tr>
<td>627</td>
<td>Hamilton</td>
<td>1512.91</td>
<td>812.00</td>
<td>108.00</td>
<td>4.00</td>
</tr>
<tr>
<td>628</td>
<td>Huntsville</td>
<td>102.13</td>
<td>60.00</td>
<td>60.00</td>
<td>45.00</td>
</tr>
<tr>
<td>629</td>
<td>Kingston</td>
<td>313.95</td>
<td>150.00</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>630</td>
<td>Kitchener</td>
<td>1217.93</td>
<td>1199.00</td>
<td>1054.00</td>
<td>422.00</td>
</tr>
<tr>
<td>631</td>
<td>London</td>
<td>1391.88</td>
<td>1201.00</td>
<td>1201.00</td>
<td>1145.00</td>
</tr>
<tr>
<td>632</td>
<td>Montreal</td>
<td>5283.95</td>
<td>5135.00</td>
<td>5135.00</td>
<td>877.00</td>
</tr>
<tr>
<td>633</td>
<td>Niagara Falls</td>
<td>408.52</td>
<td>408.00</td>
<td>408.00</td>
<td>25.00</td>
</tr>
<tr>
<td>634</td>
<td>Ottawa</td>
<td>1153.60</td>
<td>1036.00</td>
<td>804.00</td>
<td>--</td>
</tr>
<tr>
<td>635</td>
<td>Peterborough</td>
<td>177.80</td>
<td>166.25</td>
<td>166.25</td>
<td>66.50</td>
</tr>
<tr>
<td>636</td>
<td>Port Arthur-</td>
<td>355.53</td>
<td>155.00</td>
<td>132.00</td>
<td>421.00</td>
</tr>
<tr>
<td></td>
<td>Fort William</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>637</td>
<td>Quebec</td>
<td>472.78</td>
<td>82.00</td>
<td>--</td>
<td>152.00</td>
</tr>
<tr>
<td>638</td>
<td>Regina</td>
<td>582.47</td>
<td>582.47</td>
<td>519.00</td>
<td>57.50</td>
</tr>
<tr>
<td>639</td>
<td>Sarnia</td>
<td>185.36</td>
<td>137.50</td>
<td>137.50</td>
<td>135.00</td>
</tr>
<tr>
<td>640</td>
<td>Saskatoon</td>
<td>404.74</td>
<td>383.50</td>
<td>151.50</td>
<td>120.25</td>
</tr>
<tr>
<td>641</td>
<td>Sault Ste. Marie</td>
<td>215.60</td>
<td>210.00</td>
<td>--</td>
<td>27.00</td>
</tr>
<tr>
<td>642</td>
<td>St. Catherines</td>
<td>661.92</td>
<td>--</td>
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1 Disbursements for payrolls received after January 1, 1951, on contracts for expenditures for period July 1, 1950, to December 31, 1950.