

# Collective Bargaining for Actors' Wages

## Equity Association Demands, Not an Eight-Hour Day, but Pay for Overtime, and Managers Refuse to Recognize the Union—Possible Effect on Playgoers



Francis Wilson.



Bruce McRae.



Grant Stewart.



Frank Gillmore.

By GEORGE S. KAUFMAN

THE actor and the manager, as represented by their respective organizations, are hopelessly, desperately, at odds. For the first time since the formation of the Actors' Equity Association, six years ago, the actor and his employer have reached an absolute impasse; both are standing their ground firmly and preparing to face the consequences uncompromisingly. Already the first steps have been taken toward the breaking off of formal negotiations, and at this writing a clash seems inevitable.

When it comes, moreover, it promises to be a clash which will draw the theatre-going public into the controversy by interfering in no inconsiderable measure with the production of plays. Hitherto the battles between the two factions have been technical, and of interest largely to those directly involved; the extent of the present disagreement promises to compel open warfare, and there is no telling what its ramifications may be. Whether or not it results in the long-heralded actors' strike, the developments are certain to be interesting.

The actors formed their association in 1913, with their aims the amelioration of certain working conditions which they considered unjust. Their negotiations with the United Managers' Protective Association resulted, in the Autumn of 1917, in the so-called standard contract—bearing the names of the two associations at its head and containing an arbitration clause in which judicial power was vested in the respective organizations.

The standard contract represented an honest effort on the part of the two associations to settle their differences equitably.—Sam H. Harris, President of the Producing Managers' Association, declares that the actors were granted 80 per cent. of everything that they asked—and its adoption by the two organizations was celebrated by a dinner and hailed by many as the theatrical millennium.

The agreement was to run for two years—expiring, therefore, early in the coming season. In the meantime the business of dealing with the actor passed from the hands of the United Managers' Protective Association to the newly formed Producing Managers' Association, headed by Mr. Harris, and embracing every manager of importance in the United States. At one of their first meetings, held a few months ago, the managers invited a committee from the Actors' Association to confer with them upon the terms of the new agreement.

Then came the rub. Naturally both sides had asked a little more than they were content to struggle along with, and the early paring of demands brought them nearer and nearer an agreement. The actors wanted a shortening of the

period during which they are required to rehearse without remuneration; they wanted more liberal notices of the closing of a company or the discharge of an individual, and—and they made this paramount—they wanted payment in proportion for all performances given in excess of eight a week.

The old contract had specified eleven national holidays in the year on which the actor was required to play a matinee without additional salary; it required him also to give a Sunday night performance gratis in districts where such performances were permitted—notably in Chicago—and for additional performances other than these it provided for payment at the rate of one-eighth of a week's salary for each performance so given.

The actors demanded that they be paid upon a basis of eight performances a week, and that all performances over that number, for whatever cause given, should be paid for proportionately. The managers, in reply, said that it was a financial impossibility; that it was at variance with all the established customs of the theatre and would mean simply that the players must accept smaller salaries; that actors often had been paid for full weeks when only six or seven performances had been given in place of the scheduled eight—and refused.

The Actors' Equity Association, in the meantime, had grown to 4,000 members, and believed itself finally in position to take a firm stand. It asked, first, that the point be arbitrated before the new contracts were printed, and in a subsequent letter to the managers suggested the names of William H. Taft and Charles E. Hughes as possible arbiters. The managers declined to accept arbitration in the form in which the actors proffered it; they announced an intention to adhere to the old contract for another season, and to incorporate therein a clause providing that any point of

difference which arose between the contracting parties should be arbitrated by representatives of the actor and the manager, appointed in the usual manner of arbiters.

Observe that the old contract also had provided for arbitration of points of difference, but that the arbitration and the arrangements therefor were placed not in the hands of the individual actor and manager, but vested in their respective organizations. Officials of the Actors' Equity Association promptly and loudly denounced the proposed plan as a return to pre-contract methods; they insisted that the time when an actor most needed his association was when a point of difference arose with the manager, and this was the very time when the manager was requiring him to stand alone.

With a shrewd understanding of the temperament of the average actor, it was pointed out further that in the great majority of cases an actor would undergo an injustice rather than carry a grievance to his manager with a demand for arbitration. In the interim the managers were causing the new contracts to be printed, and when they came from the presses it was discovered that the Actors' Equity Association was nowhere mentioned in them. The managers, at the same time, announced that they would deal only with the actor as an individual, and never with his association. The first step toward war had been taken.

The excellent possibilities for a fuss which are contained in this situation begin to emerge when it is understood that some thirteen hundred of the 4,000 members of the association have pledged themselves, under penalty of forfeiting \$1,000 and submitting to injunction proceedings, to sign no contract not approved by the Equity. With nearly all the important managers offering the non-Equity contract, and that only, it is

clear that 1,300 actors, embracing some of the best-known names on the American stage, either must remain idle or place themselves in the well-known situation having to do with the immovable body and the irresistible force.

Regardless of whether the average actor has a thousand dollars, and will idly hand it over in fulfillment of a pledge, the matter of the injunction alone is fraught with possibilities. The Actors' Equity Association, if it is fighting the managers, probably will not go out of its way to enjoin its members at a moment which suits the convenience of producers. On the contrary, it will be more likely to cause papers to be served as the actor enters the theatre prior to the New York premiere of his play—that being the point at which the public will begin to feel the effect.

The new form of contract has already been signed by many of the non-pledged members of the association, for among a membership of four thousand there must necessarily be some who prefer the safety of a job to the idealism of a fight for a principle. The constitution of the actors' association gives it the right to penalize such members as the council sees fit; some action probably will be taken, but it has not yet been determined.

As to action on the larger problem before it, the application of the association for a charter in the American Federation of Labor is before that body, and if it is granted the actors will be in a position to extend the "closed shop" principle to the theatre. In that event an actors' strike would be not only a possibility, but distinctly a probability. The managers declare that they would meet such a step by bringing new talent from the stock companies and the traveling organizations, for the membership of the Actors' Equity Association is estimated to embrace only about one-fifth of the actors of the country. The word, and the profession, are elastic.

The next move, then, will come from the offices of the actors' association, where many of the foremost men of the profession gather weekly, and sometimes daily, to lay their plans for the struggle ahead. Francis Wilson, who has been both actor and manager in his day, is the association's President; Bruce McRae the Vice President, and Grant Stewart the secretary. Frank Gillmore, long well known as a leading man, gave up the stage some years ago to accept a salary as executive secretary.

George Arliss, Barney Bernard, Edmund Breese, John Cope, Frank Craven, Helen Ware, Florence Reed, Thomas A. Wise, Grant Mitchell, E. H. Sothera—these are a few of its council. They may or may not all agree with the body of the association when the time comes for action—there has already been one resignation from the council on this score—but action there is certain to be.