

**INTERFERENCE WITH BROADCASTING OF NONCOMMERCIAL
EDUCATIONAL PROGRAMS**

HEARINGS
BEFORE THE
COMMITTEE ON
INTERSTATE AND FOREIGN COMMERCE
HOUSE OF REPRESENTATIVES

SEVENTY-NINTH CONGRESS

FIRST SESSION

ON

S. 63 and H. R. 1648

TO AMEND THE COMMUNICATIONS ACT OF 1934, AS AMENDED
SO AS TO PROHIBIT INTERFERENCE WITH THE BROAD-
CASTING OF NONCOMMERCIAL CULTURAL
OR EDUCATIONAL PROGRAMS

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INTERFERENCE WITH BROADCASTING OF NON-COMMERCIAL EDUCATIONAL PROGRAMS

THURSDAY, FEBRUARY 22, 1945

HOUSE OF REPRESENTATIVES,
COMMITTEE ON INTERSTATE AND FOREIGN COMMERCE,
Washington, D. C.

The committee met, pursuant to call, at 10 a. m., in the committee room, New House Office Building, Hon. Clarence F. Lea (chairman) presiding.

The CHAIRMAN. The committee will please come to order.

Before the beginning of the hearing, we will be presented with a picture illustrative of what is involved in this bill.

So those who are in charge may proceed with the presentation, if they will.

(Thereupon a moving picture entitled "Youth Builds a Symphony" was shown to the committee, after which the following proceedings were had:)

The CHAIRMAN. The committee will be in order.

The object of this hearing this morning is on S. 63, to amend the Communications Act of 1934, as amended, so as to prohibit interference with the broadcasting of noncommercial, cultural, or educational programs.

A similar bill was introduced in the House by Representative Dondero, H. R. 1648.

We will be pleased to hear from Mr. Dondero at this time.

(H. R. 1648, above referred to, is as follows:)

[H. R. 1648, 79th Cong., 1st sess.]

A BILL To amend the Communications Act of 1934, as amended, so as to prohibit interference with the broadcasting of noncommercial cultural or educational programs

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Communications Act of 1934, as amended, is amended by inserting, after section 329 of such Act, a new section as follows:

"SEC. 330. It shall be unlawful for any person, or any person representing an organization or group, to interfere with, intimidate any person or persons, hinder, extort, delay, prevent, or conspire with other persons for the purpose of hindering, delaying, interfering with, or stopping the production or transmission, by means of any radio station of any noncommercial educational or cultural program presented by any academically accredited and tax-exempt educational institution, prepared and planned for presentation by radio or in the process of being transmitted by radio stations, and it shall likewise be unlawful for any person as a part of a group or organization to threaten or intimidate any other person for the purpose of preventing by group action the operation of any broadcasting station while preparing for or in the operation of broadcasting such noncommercial educational or cultural programs, unless such interference, work stoppage, or group action is part of a general action for other purposes and is of general and

broader nature or purpose than to prevent or interfere with the broadcasting of such noncommercial educational and cultural programs: *Provided*, That such radio station or stations have agreed to broadcast such programs and that no service, money, or other valuable consideration is directly or indirectly paid or promised to, or charged or accepted by, such station from any person for broadcasting or agreeing to broadcast such program and no service, money, or other valuable consideration is directly or indirectly paid or promised to, or charged or accepted by the persons producing or participating in such program from such station or from any commercial sponsor, for services rendered in producing or participating in such program.

“DEFINITION

“To conspire,” for the purposes of this section, shall mean to plan with others, to hold meetings for the purpose of planning, to take action as the result of a plan or purpose—such as united stoppage of work at a radio plant, or to write communications urging interference by action or by word of mouth to induce action for the purpose of interference.”

STATEMENT OF HON. GEORGE A. DONDERO, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF MICHIGAN

Mr. DONDERO. Mr. Chairman and gentlemen of the committee, first of all I want to say that I have no pride of authorship in this bill. It is not my bill. Senator Vandenberg, of Michigan, introduced the bill in the Senate and it was passed. I introduced his bill in the House.

At the time Senator Vandenberg's bill passed the Senate, I was in conference with the legislative counsel of the House, and had been on more than one occasion, in the drafting of a bill the purpose of which would be to meet the objectives of this bill.

My purpose in conferring with the legislative counsel was founded upon the petitions which I received from my congressional district, signed by many people, protesting what I consider to be an intolerable condition existing in the United States, a country where we boast of freedom, but where freedom is being assassinated. We no longer live in a land where people are free and people are brave if a condition of this kind continues to exist.

I want to say to the committee at the very outset that I know very little about the technicalities and the complications involved in this question, whether or not noncommercial musical programs, such as we have just witnessed in the film which was made in my native State of Michigan, can be broadcast to the American people, and whether or not young boys and girls who have musical ability can be encouraged to pursue their talents, unobstructed by some organization or by some individual.

To me, Mr. Petrillo is just a name. It might be Smith or it might be Brown—

Mr. BROWN. Now, just a minute.

There is no Petrillo or Smith on this committee. There is a Brown on the committee. I think you should substitute another name.

Mr. PATRICK. I would move, Mr. Chairman, that another name be substituted.

Mr. BROWN. Change it to Jones, if you like.

Mr. DONDERO. It is just a name, because I can conceive of any other person who might be holding the same position which Mr. Petrillo holds, doing exactly the same thing, and the fault must lie either with the law or the fact that there is no law to correct the con-

dition we all have in mind, whether these young people and noncommercial programs can be kept off of the air by the dictates of one man.

That is my interest in this legislation.

It is quite possible that the bill which has been introduced and is now before the committee might not reach that objective. I do not know. I do know that it terminated all further consideration of the legislation with the legislative counsel of the House when the bill passed the Senate. It is not a new subject. It has been here before. And certain amendments have been suggested to me by people who are vitally interested in this proposal, and I want to give them to the committee, and for the record, because they are very brief, and then I want to relate to the committee what has stimulated my interest in this subject.

If you will turn to the bill, H. R. 1648, and follow me for a minute or two, I will state for the record what has been suggested as strengthening amendments to the legislation.

On page 1, in lines 6 and 7, strike out from the word "or" to the word "group" in line 7, and substitute the following, so that the bill will read:

It shall be unlawful for any person, including in the term "person" any firm, corporation, association, trades union, and other corporations and all officers, directors, agents, and employees of the same to interfere—

and so forth.

Mr. BROWN. Will you repeat that slowly, the new language?

Mr. DONDERO. Beginning with the word "including" which would come after the word "person" in line 6—

including in the term "person" any firm, corporation, association, trades union, and other corporations and all officers, directors, agents, and employees of the same.

Mr. BROWN. Is that corporation or organization?

Mr. DONDERO. The words "corporation" and "association" are both included.

Mr. HARRIS. And all officers?

Mr. DONDERO. And all officers, directors, agents, and employees of the same.

On page 2 of the bill in line 2, strike out "noncommercial"; on page 2, lines 6 and 7, strike out the words "as" to "organization," which would strike out the words "as a part of the group or organization", which would strike out the words "as part of a group or".

On page 2, lines 9 and 10, strike out from the word "While" to the word "the." That would strike out the words "while preparing for", and substitute the following:

which has been offered or is contemplating or preparing for the broadcasting or engaged in the.

On page 2, line 10, strike out "noncommercial."

On page 2, line 11, strike out "unless" and insert "whether or not."

On page 2, line 13, strike out the first "and."

On page 2, line 15, strike out "noncommercial."

On page 2, lines 15 to 25, strike out the entire proviso.

The CHAIRMAN. Mr. Dondero, if you will permit an interruption in connection with these proposed amendments, the Attorney General has suggested the elimination of the last paragraph in the bill.

Mr. DONDERO. Under the heading "definition"?

The CHAIRMAN. Yes.

Mr. DONDERO. Beginning with the words "to conspire", and so forth?

The CHAIRMAN. That is right.

I just mention that so that may be considered in connection with your suggestion.

Mr. DONDERO. I was not aware of that. I take it, Mr. Chairman, that this matter then has been brought to the attention of the Attorney General of the United States?

The CHAIRMAN. Yes; it has.

Mr. DONDERO. Now I want to relate in just a few words what has stimulated my interest in this subject.

I am not a musician; I have no interest in the subject of music, except that I love music.

Last summer, on the 9th day of July, the city of Royal Oaks, Mich., which is my home city, a city of 30,000 people, by voluntary contribution erected an honor roll to some 3,000 men who had gone from that city into the armed services of the Nation. There were 30 gold stars on the board.

It was erected upon Federal property, the United States Government having given permission to the committee to erect it on the post-office grounds. That is nothing new, because as we travel about the country we see honor rolls erected in every municipality in the land to do honor to the men who have gone to fight and struggle on every battle front of the world to preserve what we have here in the United States, namely, freedom.

There were 6,000 people present. In the audience stood many fathers and mothers with tears streaming down their cheeks.

The Governor of my State and myself were invited to speak. We were there and did speak.

The patriotic societies of the city, such as the Red Cross, the American Legion, the Veterans of Foreign Wars, and other organizations, took part in a modest parade in order to do honor to these men.

Two or three days before the event was to take place the committee appealed to me, because they had asked the United States Government to permit a small band or orchestra which had been gotten up at a naval post or a naval unit at Dearborn, Mich., which is 20 miles from Royal Oak, to come over and participate in order that the Federal Government might be represented in this patriotic, noncommercial program, to do honor to these men.

No one made any money out of it. Everyone contributed something to it.

They were told that they could not come. They appealed to me as their Representative and I wired the Secretary of the Navy, Mr. Forrestal.

The answer to that telegram asking this question: "When did a musician's organization become more powerful than the Government of the United States?" is not answered yet.

The long and short of it was that I had two or three telephone calls from the Great Lakes Naval Training Station at Chicago, Ill., all expressing their regret that the little orchestra or band of Navy men; enlisted men in the Navy of the United States, under Federal pay, could not participate in that particular program to do honor to their comrades who had gone away to fight the Nation's battles.

That is the story.

What I have just related I understand has occurred in many other sections of the United States.

To me, as a free-born American, and to you a condition of that kind is intolerable in the United States.

If any man or any group can do that freedom is dead.

We are no longer living in the land of the free nor the home of the brave, even though we boast of it. We perhaps do in name, but not in fact.

The purpose of this legislation is to see whether or not we cannot formulate some kind of a bill to correct that condition.

That is my statement, Mr. Chairman.

Mr. BULWINKLE. Mr. Chairman.

The CHAIRMAN. Major Bulwinkle.

Mr. BULWINKLE. Mr. Dondero, I agree with you in your conclusions, as to what we want to arrive at; but I want to get first these facts for the record.

I did not understand you when you said it. Why was not this program put on?

Mr. DONDERO. You mean the program at my home city?

Mr. BULWINKLE. Yes.

Mr. DONDERO. The program was put on, my colleague, but the United States Government was not represented by this orchestra or band from the naval training station or unit at Dearborn, Mich., to which the appeal had been made, because they were not permitted to participate in the parade with other patriotic organizations of our home city.

Mr. O'HARA. May I ask there—

Mr. BULWINKLE. Just a minute, please. I have a line of questions. But, why was it not?

Mr. DONDERO. Because of the action or order of Mr. Petrillo they could not take part in this parade or furnish any musician. He had refused to give his consent.

Mr. BULWINKLE. To the Navy bands?

Mr. DONDERO. That is right.

Mr. BULWINKLE. Do you have that order or did you see that order?

Mr. DONDERO. I did not.

Mr. BULWINKLE. But you know it was issued?

Mr. DONDERO. I know it from the committee who appealed to me.

Mr. BULWINKLE. Yes.

Mr. DONDERO. And I did the telegraphing between my home city and the Department of the Navy.

Mr. BULWINKLE. Now, then, again, I understood that it was objected to for these school children putting on a program. Was not that in the State of Michigan, too?

Mr. DONDERO. That is true.

Mr. BULWINKLE. Do you know any of the facts about that?

Mr. DONDERO. Only as I have read them in the newspapers. The other item I know personally.

Mr. BULWINKLE. All right. Now, then, coming down to the bill, because I want to ask later on of whoever appears on this question what the situation is, so we can connect it up.

May I not suggest to you some amendments to this bill, because you are supposed to be the author—you filed it.

Do you not think the definition would be better at the close of the bill to put in there the definition of who is the person; at the close or the beginning either?

Mr. DONDERO. That would possibly help it.

Mr. BULWINKLE. Do you not think that it should be divided, to, down to unless, in line 11, into two sections? Have you not got two separate parts there? It should be first unlawful for any person to interfere, and so on, and then in line 5, on page 2, and to it shall be unlawful, striking out the word "likewise" in line 6.

Mr. DONDERO. Undoubtedly that would strengthen the bill.

Mr. BULWINKLE. Now, then, there is a word here on the first page that I do not understand as to how it is used and that is the word "extort" in line 8, "with, intimidate any person or persons, hinder, extort"——

Mr. DONDERO. That word—and I want to repeat that I simply took the bill that passed the Senate and introduced it in the House, but that word undoubtedly originated from this condition. I understand that these young musicians and in many cases, broadcasting stations, put on these programs, or may put them on, provided they will pay the regular fee for professional musicians who will sit by while it is being performed; but they do not take any part.

Mr. BULWINKLE. Do you not think probably another expression might fit better in there than "extort"?

Now then, when you come down to line 11, you have changed it somewhere "no such interference, work stoppage, or group action is part of a general action," and so on, down to the proviso.

What is meant by that?

Mr. DONDERO. That is rather a technical expression, and I would prefer that those who are engaged in the musical field and know something of how these rules and orders from this organization apply, should define that in their terms rather than mine. They are more familiar with it than I am.

Mr. BULWINKLE. Now then, do you think that the suggestion of the Attorney General, or the statement of the Attorney General suggesting striking out page 3, the definition of conspiracy is proper?

Mr. DONDERO. I was not aware of that until the chairman announced it.

Mr. BULWINKLE. I wanted to call your attention to that.

Here is what bothers me, in line 5, "such as united stoppage of work at a radio plant."

What is meant by "a radio plant"?

Mr. DONDERO. I suppose it means the broadcasting station and all those employed in connection with it.

Mr. WOLVERTON. No; a radio plant is where they build radios; make radios.

Mr. DONDERO. That is a different interpretation.

Mr. BULWINKLE. That is what I am calling it to your attention for. Would it be satisfactory with you if the bill is redrafted——

Mr. DONDERO. Entirely so.

Mr. BULWINKLE. In part?

Mr. DONDERO. Yes; as long as the objective is reached. That is my only purpose. You can disregard this bill, if the committee so sees fit.

Mr. PRIEST. Mr. Chairman.

The CHAIRMAN. Mr. Priest.

Mr. PRIEST. Mr. Dondero, I am in thorough sympathy with everything you have said, and I think it should be corrected.

I want to ask you this question: Was the program that had been planned for the dedication of this honor roll broadcast?

Mr. DONDERO. No, sir, it was not; but a parade was held, marching up to the post-office grounds, where the honor roll was unveiled and all of these organizations took part. They wanted a band or music in the parade.

Mr. PRIEST. The reason I asked the question is that this bill deals clearly with the question of broadcasting, and this bill as it is now drafted, in my opinion, would not in any way cure the condition that prevented this band from participating in the parade, because this applies, as I see it, to broadcasting, and I think—

Mr. DONDERO. But, Mr. Priest, it does involve the subject of music and in the event in my home city, that was what was involved. The same question was involved.

Mr. PRIEST. That is right. I am in thorough sympathy with doing something about it. I just cannot see that this bill, if it applies entirely to broadcasting, would quite cure the condition that exists in that situation. I am willing to go further, if it can be done, and cure that.

Mr. BROWN. Will the gentleman yield?

Mr. PRIEST. I will be glad to yield to the gentleman from Ohio.

Mr. BROWN. I think there is a question of jurisdiction involved, although in all probability this committee, as long as we contain in the bill the general theme affecting radio and communications, can perhaps eliminate some of the things about which the gentleman so rightly complains. I think that is the real question, Mr. Chairman—one of jurisdiction.

Mr. PRIEST. That is all.

Mr. WOLVERTON. Mr. Chairman.

The CHAIRMAN. Have you finished, Mr. Priest?

Mr. PRIEST. Yes, Mr. Chairman.

The CHAIRMAN. Mr. Wolverton.

Mr. WOLVERTON. Mr. Dondero, you have suggested several amendments to the bill. I have not as yet been able to determine just what the effect of those amendments would be except in a very general way.

In connection with the amendments that you have suggested, I would like to bring to your attention what might be termed a byproduct of this situation that has arisen with reference to the reported order that has been issued by Mr. Petrillo that would prevent persons who are now teaching at this school in Michigan, and who are members of the union, from continuing to teach at the school.

Has that situation been brought to your attention?

Mr. DONDERO. Only through the public press since the introduction of this bill.

Mr. WOLVERTON. Then, I assume that the amendments which you have offered to the bill do not deal with that subject.

Mr. DONDERO. I doubt it.

Mr. WOLVERTON. Has the condition to which I have just referred been given any consideration by the authors of the bill?

Mr. DONDERO. Not by me, it has not.

Mr. WOLVERTON. Do you think that there should be an amendment to the bill that would preclude the happening of such a contingency?

Mr. DONDERO. I believe the legislation involves that question and I think it should be considered.

Mr. WOLVERTON. Do you think that the legislation as offered by you and Senator Vandenberg together with the amendments you have proposed, would provide adequate protection against a situation of the kind to which I have just referred?

Mr. DONDERO. I would not want to go that far. As I stated, at the outset, this is a technical matter and somewhat complicated. I do not pretend to contend before this committee that I understand all of the ramifications, but I am willing to make a start to see if the condition cannot be corrected.

Mr. WOLVERTON. When you say you don't go that far, do you mean that your amendments, in your opinion, do not go that far, or that you wouldn't want to go that far by adopting such a policy?

Mr. DONDERO. No; I don't say that I wouldn't want to go that far. I want it to be all-inclusive, if it is possible, to correct what seems to be repugnant to every principle of freedom in this country.

Mr. WOLVERTON. It would seem to me that consideration should be given to an amendment of that character for this reason, that if the principle is carried to its logical conclusion, then, through the orders of some union, even the Quiz Kids could not perform on a program unless their teachers were members of the union.

Mr. DONDERO. I can envision a condition of that kind arising.

Mr. WOLVERTON. I think the illustration I have given is sufficient to indicate the importance of giving serious consideration to the situation to which I have called attention, in other words, evidently an effort to bypass Congress in the passing of legislation of the kind that the Senate has already passed, by saying, "All right; pass the legislation, but we will still handicap you by not letting teachers, who are members of our union, teach these children."

Mr. DONDERO. I understand that situation has been brought about since the passage of this bill in the Senate.

Mr. WOLVERTON. I realize that it is a very difficult question to decide; namely, just how far can Congress go by legislation to accomplish that purpose, assuming that we would desire to do so.

You have referred to telegrams that were sent by you at the request of the local committee that had charge of the services, if they may be so termed, that were held in your city in honor of those who were in the armed forces, and particularly those who had given their lives for the cause of their country. Do you have copies of the telegrams or correspondence that passed between you and any individuals, either in the Navy Department or otherwise, that you would feel would be proper to present to this committee? I make that suggestion to you for this reason. I would like to see the record as complete as possible. You have made some reference to telegrams, to orders that were issued by Mr. Petrillo, and to probably the policy that had been followed by the Navy Department with respect to the right of the Navy Band to participate in a program of the kind you have described. I, for one, would be very much interested in having that situation presented to the committee in the most definite form possible.

Mr. DONDERO. I think I can produce the telegrams sent by me to Mr. Forrestal, the Secretary of the Navy, and his answer. The other part of the discussion was all over the telephone between myself and

naval officials at the Great Lakes Naval Training Station at Chicago and Detroit. Therefore, there isn't any record of that. But I can produce the telegrams to Mr. Forrestal and his answer to me.

(The telegrams are as follows:)

ROYAL OAK, MICH., July 8, 1944.

HON. JAMES G. FORRESTAL,

Secretary of the Navy, Washington, D. C.:

This city holding dedication services tomorrow honoring roll of 2,600 men in service. Governor Kelly delivering address. United States naval band from Dearborn training station invited to participate, but Musicians' Union forbids. By what authority does Musicians' Union supersede the Government of the United States? Authority Great Lakes training station obtained.

Congressman GEORGE A. DONDERO.

WASHINGTON, D. C., July 8, 1944.

Congressman GEORGE A. DONDERO,

Royal Oak, Mich.:

Retel, matter referred to commandant ninth naval district, who has immediate jurisdiction. Have requested him to contact you.

JAMES V. FORRESTAL.

Mr. WOLVERTON. Your testimony this morning makes reference to conversations that you had with Navy officials at the naval training station. I don't think you have set forth in detail what those conversations were. It would seem to me that unless it is of a confidential character—and I assume it is not—

Mr. DONDERO. It is not.

Mr. WOLVERTON. It would be very helpful if you would enlarge on your statement of this morning to the point of setting forth those conversations in order that this committee may have full understanding of this whole subject with respect to the policy of the Navy Department, or with respect to the policy adopted by Mr. Petrillo, so that we could have the complete picture before us.

Mr. DONDERO. I have stated that the substance of those conversations was that the Navy Band could not come because of an order that was issued by Mr. Petrillo, or the musicians' union, and that the Navy Department regretted it. That is the substance of the whole conversation.

Mr. WOLVERTON. Would it be possible for us to get in documentary form the order that has been issued by Mr. Petrillo?

Mr. DONDERO. That I cannot state, because his order might have been an oral order.

Mr. WOLVERTON. Is Mr. Petrillo or anybody representing his organization present? (No answer.)

Are we to assume by their failure to be present at these hearings that they are not interested in what this committee will do in this important matter? In my 18 years of service in Congress this is the first time in my knowledge that a person, directly affected by proposed legislation, was not present either personally or by someone representing him. If such a person had been present, I would have asked him to supply the information that I have asked of you, namely, whether the order of Mr. Petrillo was in writing or, if it was verbal, to give us a statement of what that order contained.

Mr. BROWN. Mr. Chairman, I would like to ask the gentleman a question.

The CHAIRMAN. Mr. Brown.

Mr. BROWN. I have just—

The CHAIRMAN. The Chairman of the Commission is here to testify, and I had hoped to accommodate him and let him get away, by letting the Congressman step aside temporarily.

Mr. BROWN. I have just one or two questions, if I may.

The CHAIRMAN. Very well.

Mr. BROWN. I would like to bring out, if I may, and I think it should be brought out in justice to the witness, that he has always been friendly to organized labor.

Mr. DONDERO. I have.

Mr. BROWN. You subscribe to the right of labor to organize, to collective bargaining, and to strike?

Mr. DONDERO. I do.

Mr. BROWN. It is simply the abuses which have crept in that you object to, rather than the general proper principles of what we know as organized labor?

Mr. DONDERO. Yes.

Mr. BROWN. I was very much interested in the questioning by the gentleman from New Jersey, Mr. Wolverton, and was amazed to learn there were no representatives of Mr. Petrillo or of his union here. Of course, I believe, to supplement his questioning, that it is your understanding, and I know it is mine, that none of the musical organizations of the military forces are permitted to play publicly, isn't that correct? Isn't there a general order out that the musical organizations of the Army, the Navy, and the Marine Corps are not permitted to play publicly?

Mr. DONDERO. There may be, but I am not familiar with it.

Mr. BROWN. I think, Mr. Chairman, that that can be obtained. I believe there is a general order that has gone out to the Army, the Navy, and Marine Corps that they cannot play under circumstances unsatisfactory to Mr. Petrillo.

I would like to suggest that later on in this hearing we have the heads of the various musical organizations of the Army, Navy, and Marine Corps present.

The CHAIRMAN. If it is possible, they will be here.

Mr. BROWN. This bill should go further—I agree with Mr. Wolverton, I don't believe this bill goes quite as far as you desire, or perhaps some of the rest of us desire, and undoubtedly there are some needed amendments to strengthen it. I think "radio plant" probably could be strengthened by using the word "broadcast." Seemingly, Mr. Petrillo and his organization is not interested in what Congress is doing. I suggest to the gentleman from New Jersey and the witness that probably he is doing the same thing with this committee that he did with the Senate, and it is rather my opinion that Mr. Petrillo had asked for it, and it is about time Congress let him have it.

I want to express my appreciation to the gentleman for appearing here. I think you are performing a public service.

Mr. DONDERO. Thank you.

Mr. CHAPMAN. Mr. BROWN has dealt almost with what I was going to ask. I would like to ask, however, Mr. Dondero, by what authority Mr. Petrillo was able to issue an order that would prevent participation by a Navy band or any other organization in the services to which you refer?

Mr. DONDERO. I don't know whether it is because of law, or because of want of law, but I do know it has been done.

Mr. HARRIS. Would you apprise this committee of what the Secretary of the Navy advised you with reference to this band participating in the program?

Mr. DONDERO. My recollection of the telegram is that I would be contacted by officers from the Great Lakes naval training station at Chicago, which they did.

Mr. HARRIS. And you were never given any definite information as to why—

Mr. DONDERO. No, sir.

Mr. HARRIS. Or any other explanation of the policy by which these boys were prevented from participating in the program?

Mr. DONDERO. No, sir.

Mr. HARRIS. And you did not go into that with the Navy Department here to find out just why?

Mr. DONDERO. I did not, since that time.

Mr. PATRICK. Mr. Petrillo is president of the Musicians' Union, isn't he?

Mr. DONDERO. That is my understanding.

The CHAIRMAN. Mr. Rabin.

Mr. RABIN. Mr. Wolverton covered the questions I was going to ask.

The CHAIRMAN. Thank you, Mr. Dondero.

We now have the pleasure of the appearance of the new Chairman of the Federal Communications Commission.

STATEMENT OF PAUL A. PORTER, CHAIRMAN, FEDERAL COMMUNICATIONS COMMISSION

Mr. PORTER. Thank you, Mr. Chairman. I have a very brief statement, and then, if I can, I will answer any questions the committee may desire to ask.

For the record, my name is Paul A. Porter; I am Chairman of the Federal Communications Commission, and also Chairman of the Board of War Communications.

It is my understanding the committee desires some comment upon the proposed amendments to the Communications Act which are embodied in S. 63 and H. R. 1648.

I have just a very brief prepared statement here, Mr. Chairman.

It appears that the proposed amendment is designed primarily to prevent the occurrence of incidents similar to that which occurred at Interlochen, Mich., a few years ago and again this year. As you will recall, a scheduled broadcast over the facilities of the National Broadcasting Co. by the National High School Symphony Orchestra from the National Music Camp at Interlochen was canceled because of the objections of the American Federation of Musicians that broadcasts by amateur musicians might result in competition with broadcasts by professionals.

As the Commission has already advised the Senate Committee on Interstate Commerce, insofar as the proposed bill is designed to prevent the recurrence of such an incident, it represents a desirable objective and merits approval by your committee.

The evil inherent in the ban by the American Federation of Musicians on the Interlochen broadcast so far as broadcasting is con-

erned is twofold. In the first place, this action of the American Federation of Musicians results in a severe restriction being imposed upon what may be broadcast over the air. Under the American system of broadcasting, as you know, the Government is expressly forbidden to dictate to broadcasters what shall and what shall not be broadcast. This is in order to guarantee a free radio. But more than this is necessary if radio is really to be free. We must make sure that no arbitrary restrictions are imposed by private groups concerning material which shall be broadcast. It is the Commission's constant endeavor to see that the radio industry keeps itself as free as possible of all unreasonable fetters so that radio stations are in a position to discharge their obligation of operating in the public interest. Radio's ability to fulfill this obligation is hampered fully as much when its freedom of action is imposed by a labor organization as when it is self-imposed. If an organization can prevent radio stations from broadcasting a concert by high-school students, a precedent is established whereby broadcasts of speeches, forums, conventions, and so forth, will be prevented. Such a precedent should not be permitted to be established.

The second evil is found in the effect of the American Federation of Musicians' action on small stations. We all are familiar with the fact that most professional talent is concentrated in the large cities. For the small station this means that it must to a great extent rely on amateur talent which it can find or develop in the community. Many of these communities have a good deal of latent talent that can be developed to the benefit both of the talent and the community; this is particularly true of communities which have universities located nearby. However, the action of the American Federation of Musicians prevents radio stations from using musical talent of this kind, and if the American Federation of Musicians can prevent the use of musical talent other groups will direct this activity at dramatic groups, singers, etc. Such action will force small stations either to broadcast network programs all day or to use records and transcriptions instead of developing their own individuality and contributing to the growth of their community.

I think that from what I have said you can realize the importance, so far as radio is concerned, of preventing arbitrary restrictions on the use of noncommercial educational or cultural programs such as that of Interlochen. This concludes my prepared statement.

I haven't had an opportunity, Mr. Chairman, to examine or study in detail the suggestions that were made this morning by Mr. Dondero. There are a few comments that occurred to me as he read them. I am quite certain, as Mr. Brown brought out, that no one, including Mr. Dondero and the members of this committee, has a desire to in any way interfere with the legitimate rights of professional musicians who perform for hire.

I think in that connection that consideration should be given to some of the amendments which Mr. Dondero has suggested. Offhand, some of them seem to me to broaden this bill considerably. One thing that occurred to me is the fact that there are several commercial radio stations that are licensed to educational institutions. The extent to which the proposals by Mr. Dondero would interfere with the legitimate labor relationships between these stations licensed to educational institutions and which are operated commercially is a matter I think the committee might give some consideration.

Mr. Wolverton made a comment to the effect that the American Federation of Musicians has recently, in response presumably to the Senate bill, placed upon the unfair list the members of the faculty at Interlochen as a final step in preventing those broadcasts. It is my understanding, which I obtained from reading press reports, Mr. Wolverton, that the effect of such action would be to prevent men as Percy Granger and Ferdi Grofe and the other great artists who participate in this Interlochen project from performing for hire in subsequent concerts unless they refuse further to participate in the Interlochen project.

It is quite clear to me that this bill in its present form does cover that situation. Section 330 makes it unlawful to interfere with or intimidate any person or persons. It would seem to us that such language would very definitely restrict a labor organization from placing on the unfair list the members of the faculty of this group because it would certainly be an effort to intimidate those persons and prevent them from participating in the broadcast.

Mr. BROWN. You are aware of the decision in the *Cecil de Mille case*, are you?

Mr. PORTER. There was no legislation of this character at that time. I don't think this bill would cover that. Obviously, it would not.

Mr. BROWN. The decision of the court there was such that seemingly they can do anything.

Mr. PORTER. I haven't examined that decision. I am just familiar with it in general.

Mr. BROWN. I am not so sure but that stronger language than this would be necessary.

Mr. PORTER. It seems to me that if a labor organization or any other person performed any act which would prohibit the broadcasting of noncommercial, educational, or cultural programs of this character, that such act would clearly be a violation and would subject the person guilty of it to the penal provisions of the statute.

This bill is directed specifically to one condition, which I think there is agreement should be remedied.

Mr. BULWINKLE. Do you not think that we should go into the whole proposition that no organization, not alone labor, that no organization should use arbitrary methods, whether extortion or anything else, to prevent broadcasting of any kind?

Mr. PORTER. I very definitely do; but I think that is a perhaps fairly long process that the committee would want to consider.

Mr. BOREN. Mr. Porter, if we passed this bill with the point you cover, preventing prohibition of noncommercial broadcasts, would it still be true that any commercial broadcaster would be prohibited—that nobody could broadcast for hire except with the consent of this union? What I am getting at is, would that have the effect of recognizing the closed shop in musical broadcasting in this country?

Mr. PORTER. That is the situation that exists now.

Mr. BOREN. It does exist now?

Mr. PORTER. Yes.

Mr. BOREN. Let me say on the record that I think the time is here when we should correct that.

Mr. HALLECK. Mr. Porter, it runs in my mind that Petrillo first began making the headlines when he imposed a ban on the making

of records. There was considerable controversy about that before the Senate committee, and some investigation of it.

Mr. PORTER. That is right.

Mr. HALLECK. Is my memory correct that the Federal Communications Commission also intervened in that matter?

Mr. PORTER. Yes; there was a very detailed statement made by my predecessor, Mr. Fly, before a subcommittee of the Senate Interstate Commerce Committee. At that time the burden of Mr. Fly's statement was a detailed showing as to the extent to which particularly the small broadcasting stations depended upon recordings as their raw material. It showed that the small local stations were dependent upon recordings for an extremely high percentage of the time.

Mr. HALLECK. Was there any legislation recommended to reach that situation?

Mr. PORTER. I don't think the committee made a final report, Mr. Halleck.

Mr. HALLECK. Do you know whether or not any bill was introduced that may be intended to reach that situation?

Mr. PORTER. The only bill that I am aware of that is pending at the moment is H. R. 2121, introduced by Mr. Monroney, which goes in general to the questions of labor practices such as you describe. I have not had an opportunity to study that bill. It was introduced, Mr. Halleck, I believe, at the last session of Congress, and perhaps some of the gentlemen of the committee are more familiar with it than I am.

Mr. HALLECK. You have made what I think is a very fair and frank statement about this matter. I wonder if you draw any distinction, having regard to the imposition of restrictions on broadcasting, between the situation that confronts us when a high-school band or a group of students are prevented from broadcasting on a program, and broadcasting of records by a radio station?

Mr. PORTER. Of course, that situation has now been adjusted, as I understand it. The ———— court decision holds that the use of records cannot be controlled by either the performing artist or the recording company which processed them and distributed them. An effort was made to place upon the face of the recording a legend "for home use only." An attempt was made to collect royalties in connection with their use for profit, but the court took the definite position that once they had gotten into the stream of commerce that no further restrictions as to their use could be imposed.

Mr. HALLECK. How about the procurement of the recordings by such broadcasters?

Mr. PORTER. They can purchase either transcriptions or recordings primarily designed for home use, just as any other purchaser can, and use them.

Mr. HALLECK. Have the restrictions that were imposed by Mr. Petrillo's organization on their members been removed, so that they now are free to make those recordings?

Mr. PORTER. As I understand it the present posture of the case is that the recording companies pay into the treasury of the American Federation of Musicians certain fees to permit the musicians to make the recordings. Of course, a broadcasting agreement was reached in 1938, in which a quota system was set up for the broadcasters for the employment of a certain number of musicians.

Mr. HALLECK. Wouldn't that cause some interference of the functioning of at least some of the broadcasting stations?

Mr. PORTER. A station which is organized cannot employ nonunion musicians, and they are required to employ a specified number of musicians, as I understand it.

Mr. HALLECK. What act or threatened line of conduct is taken by Mr. Petrillo's organization that results in the canceling of a broadcast by the radio company?

Mr. PORTER. Well, the most recent case is that of Station KSTP, in Minneapolis, where, as I understand it, the American Federation of Musicians threatened to pull out all of their musicians, at the network and elsewhere, unless the particular station employed an additional number of musicians. I think that the licensee, the broadcaster, finally capitulated and did employ them. It was the usual technique that labor uses in almost any labor dispute; namely, the threat of strike.

Mr. WOLVERTON. I think the situation that Mr. Halleck made reference to goes beyond broadcasting, and involves others than Mr. Petrillo. I have in mind legislation that has been presented in the past to deal with this situation. A drug store, for instance, or a dance hall, that would utilize records, was subject to a fee to be paid to the American Society of Composers, Authors, and Publishers, and I know of many instances where there was very harsh treatment accorded some of them. Resentment swept the country for awhile. I haven't heard very much of it recently. Whether that situation has been corrected or not, I don't know, but as a result of the law, representatives of that organization would go into a town, and if they found a drug store using records to attract business or entertain their customers, they would subject the proprietor to such fee as this society would choose to inflict on them. They might say to one man, \$75; they might say to another, \$150, and suit was threatened unless he paid what was required of him, which was arbitrarily set by that society. I think that such cases go beyond the question of broadcasting.

Mr. HALLECK. I may suggest, Mr. Wolverton, if we are not to have records that we can play, possibly we won't have any movies. It will be determined that we can see nothing but personal presentations on the stage.

Mr. BULWINKLE. What effect do the copyright laws have on this situation?

Mr. WOLVERTON. Those are the laws that were sought to be changed by the proposed legislation. The copyright and patent laws were passed to protect composers, authors, and publishers. In many instances these organizations to which I have referred buy up the rights of authors or composers and that would thereby enable them to fix the fee to be paid for the use of that particular piece.

Mr. BULWINKLE. If I write a play, I can restrict the use of that play.

Mr. WOLVERTON. I was not referring to you, Major; I was just referring to the situation that existed.

Mr. O'HARA. Mr. Porter, I have been wondering how these broadcasting stations operate, between what you do to them, the Federal Communications Commission, and what these unions do to them.

Mr. PORTER. I think you can look at the earning statements of the broadcasters and see that they manage to get along very well.

Mr. O'HARA. Mr. Porter, I thought possibly in connection with your wealth of experience in connection with the Federal Communications Commission, you might illustrate for the purpose of the record other conditions which may be in your mind of abuses that exist there. I thing perhaps the record should show that.

Mr. PORTER. I was not prepared this morning to go into such general consideration. There are many difficulties that broadcasters face because of their labor relations, and that is what we are now discussing. I would say this generally, that it is my impression that the broadcasting business, as any new enterprise, has had its growing pains, both from the standpoint of labor relations and other problems. There has been a good deal of rancor on both sides. It is certainly one of the most highly organized industries, from the labor standpoint, that I know of. As an employer broadcasters have had a reluctance to enter into labor negotiations, but they have been forced into negotiations as other industries have and have signed contracts. However, it is the abuses and excesses such as the subject of the discussion here this morning, that I think are going to do organized labor, in the broadcasting business and elsewhere, serious harm. I certainly hope this committee will take steps to correct them, not only from the standpoint of the broadcaster and the public, but also to protect the legitimate aspirations and aims of the labor organizations in this field.

Mr. O'HARA. Mr. Porter, you used the word "capitulate" in reference to the situation which existed in KSTP, up in my home State.

Mr. PORTER. That is right.

Mr. BROWN. I think that is a favorite word, so far as Mr. Petrillo is concerned. That is, he always boasts he gets his way.

Mr. PORTER. He has been extraordinarily successful in his labor negotiations.

Mr. BROWN. I have in mind that the President made some appeal to Mr. Petrillo last fall.

Mr. PORTER. That was in connection with recordings.

Mr. BROWN. So that those records could be sent to our boys overseas, isn't that true?

Mr. PORTER. Under the Executive order creating the Office of Economic Stabilization, and the act of October 2, and the War Powers Act, all of which were the source of power to adjust these labor disputes, I think that the conclusion was that a finding could not be made by Judge Vinson that the manufacture and processing of recordings was an essential war industry within the meaning of those acts.

Mr. BROWN. Do you mean to say that even the appeal of the President did not move Mr. Petrillo in the stand he had taken with reference to those records?

Mr. PORTER. Mr. Petrillo was adamant.

Mr. BROWN. What was that word?

Mr. PORTER. Mr. Petrillo did not budge.

Mr. BROWN. You mean he just did not budge.

Mr. PORTER. That is right.

Mr. BROWN. And there wasn't anybody who carried him out of his office, was there?

Mr. PORTER. No.

Mr. ROGERS. Mr. Porter, turn to page 3 of the bill, where this language is used, "presented by any academically credited and tax-exempt"——

Mr. PORTER. What line is that, Mr. Rogers.

Mr. ROGERS. That is on page 2, line 3. Why do you think the provisions of this section should be restricted to "academically accredited and tax-exempt"?

Mr. PORTER. I would say it was the purpose of the authors of this to restrict it to the particular types of situation as represented by this Interlochen case. We have a number of radio stations licensed to educational institutions that are operated for purely commercial purposes and for profit, and I see no reason why institutions of that character should be subjected to any different treatment than any other commercial enterprise.

Mr. ROGERS. What I mean is, why should it be restricted to a tax-exempt institution?

Mr. PORTER. I think that was just the yardstick used to test the cultural and other activities of the institution, as to whether or not it was, in fact, an educational institution, a nonprofit institution, and perhaps the authors of this particular statute had in mind adding whatever standards they could.

Mr. ROGERS. Are many of the institutions that render this kind of program tax-exempt?

Mr. PORTER. I just don't know. I would rather doubt it.

Mr. ROGERS. That is all.

Mr. BULWINKLE. What is your definition of "cultural program"?

Mr. PORTER. A cultural program is something that you hear rather seldom.

Mr. BULWINKLE. Hear rather seldom.

Mr. PORTER. Yes.

Mr. PRIEST. Mr. Porter, I understand, and I think it is true, that Mr. Petrillo recently has ordered members of the American Federation of Musicians not to appear on any television program. Is the Commission familiar with that order?

Mr. PORTER. I am not aware of that; no, sir.

Mr. PRIEST. It is my understanding that that order was issued. I was just thinking that if that be true, unless we pass some legislation to provide for cultural and educational programs to be televised, we won't have much music when the day comes when television may be practical and may be enjoyed as a cultural benefit by the American people. I just wondered if you had any information on that order.

Mr. PORTER. No, sir; I do not, Mr. Priest.

Mr. PRIEST. I am sure that the order was issued that members should not appear on television programs. That is all, Mr. Chairman.

Mr. WOLVERTON. It seems to me that Mr. Porter has laid a foundation that is broad and all-inclusive. He has pointed out the dangers. I think the committee should give careful consideration to what he has set forth in his statement.

The CHAIRMAN. Thank you, Mr. Porter.

The next witness is Mr. Maddy.

STATEMENT OF JOSEPH E. MADDY, PRESIDENT, NATIONAL MUSIC CAMP OF INTERLOCHEN, MICH.

Mr. MADDY. My name is Joseph E. Maddy; I am president of the National Music Camp at Interlochen, Mich.; also professor of radio music instruction at the University of Michigan. I have a prepared statement which I would like to read, and perhaps since time is short, I will be allowed to complete this statement before questioning.

The CHAIRMAN. Proceed in your own way.

Mr. MADDY. The bill under consideration by the committee (H. R. 1648), introduced in the House by Hon. George A. Dondero of the Seventeenth Congressional District of Michigan, is aimed at the curtailment of a malicious domination of radio broadcasting in the United States wherein school children who play musical instruments are forbidden, by fiat, from performing over the radio, even though such performance may not be in the least competitive with paid performance by union musicians. The provisions of this bill specifically protect the right of school musicians to broadcast when not in competition with paid performers on commercial programs.

The issues leading to the introduction of this bill do not in any way involve capital versus labor, working conditions, or employment opportunities of union musicians. The only issue is the controversy between an arrogant labor leader and the school children of the United States who play musical instruments. This controversy was recently intensified by repugnant acts of reprisal that exceed all legal and humanitarian bounds.

The bill is a specific application of the constitutional Bill of Rights guaranteeing freedom of speech and expression to all American citizens. The need for such a law became apparent when in July 1942, after 12 years of weekly summer broadcasts from the National Music Camp at Interlochen, Mich., over an N. B. C. network without protest on the part of anyone, the National Broadcasting Co. was ordered by Mr. James C. Petrillo, president and dictator of the American Federation of Musicians, to cancel all scheduled and future radio programs from Interlochen—on the threat that, if this order were not obeyed a strike would be called in which all union musicians employed by the N. B. C. would leave their jobs. The order was obeyed.

The children of the National Music Camp, aged 12 to 17 years and averaging 15 years, from nearly every State in the Union, who were scheduled to broadcast were at first dumbfounded. They telegraphed Mr. Petrillo asking the reason for this dire ukase, and received no reply. Then they invited the music boss to visit Interlochen and see for himself that they were there to learn and not to cheat union musicians out of work. This invitation was ignored.

A flood of indignation swept the country. The United States Senate ordered an investigation which dragged on for many months and this issue became confused with another raised by the banning of the making of recordings and transcriptions.

Having survived the ordeal of public condemnation Mr. Petrillo, in the fall of 1942, extended this broadcast ban to include all children's music groups throughout the entire United States. In January

1944 he boasted in a report published in the *International Musician*, official publication of the American Federation of Musicians, that—

However, when all the shooting was over and we came to the summer of 1943, there was no Interlochen High School Orchestra on the air. Nor was there in the year 1943 any other school band or orchestra on the networks and there never will be without the permission of the American Federation of Musicians.

In June 1944, nearly 2 years after the banning of the Interlochen broadcasts, the children of Wichita, Kans., took the first active steps to combat the Petrillo tyranny by adopting the following resolution:

Whereas we the music students of Wichita, Kans., in common with all music students of America have been denied the right of the use of the air in broadcasting; therefore we demand of the Congress of the United States that they enforce the Bill of Rights by enacting legislation that will prevent interference with the broadcasting of noncommercial programs when presented by academically accredited, tax-exempt, educational institutions not in competition with professional talent.

Is there anything antiunion in that resolution?

A few weeks later the music students at Interlochen prepared, and circulated, among music students of their home communities, petitions based upon the above resolution. I prepared a petition for adults. In December 1944 I circulated a paper entitled "Emancipate American Youth," quoting the above resolution and including a draft of the bill now under consideration.

There is not one word in any of these publications, or in any other publication of the National Music Camp, that is in the least "detrimental or antagonistic" to the American Federation of Musicians. I would like to have copies of the above-mentioned petitions made a part of the record of this hearing; also copies of all promotional publications issued by the National Music Camp since the summer of 1942 and a copy of a statement entitled "Battle for Freedom of the Air," presented before the Senate subcommittee of the Interstate Commerce Committee last March. Copies of this statement were mailed to the members of this committee and I have additional copies here, so it would seem unnecessary for me to review this testimony now unless it should be the wish of the members of the committee.

A companion bill of the bill under consideration here passed the Senate of the Seventy-eighth Congress a few days before adjournment last December, and was reintroduced in the Seventy-ninth Congress on January 6 and was again passed by the Senate on January 15, 1945, without a dissenting vote. For protesting his actions, for exercising the inalienable American right of free speech, and for the purpose of nullifying the provisions of this bill before it can become a law, Mr. Petrillo 4 days later, on January 19, evoked the most drastic and punitive reprisal at his command by placing the National Music Camp on the national unfair list of the American Federation of Musicians. The effect of this edict, if unchallenged, will be to deprive the student of the National Music Camp, inclusive of University of Michigan students taking the course offered by the university at Interlocken, of instruction of members of the American Federation of Musicians, and to deprive the members of the A. F. of M. who have been members of the National Music Camp faculty of the right to teach there on the threat of suspension from the union.

Seeking court action to set aside this obviously unfair and despotic decree aimed at the destruction of a nationally respected educational institution by punitive attrition, I learned that Mr. Petrillo is protected to a large degree in his tyranny by the provisions of various congressional acts relating to legitimate labor practices. It appears that through perversion of the intent of our national laws it is possible for unscrupulous leaders like Mr. Petrillo to establish themselves as dictators over large sections of our populace and to usurp powers even broader than those permitted the Congress by the Constitution of the United States.

It is worthy of note that since I first appealed for a law granting music education a right to use the radio air without interference the Federal Communications Commission has adopted a similar viewpoint by assigning 20 channels or wave lengths in the new frequency modulation band for exclusive use by educational institutions. There are no wave lengths reserved for educational use in the present conventional broadcasting band.

If this bill with amendments I wish to propose today becomes a law it seems quite probable that, even if boss Petrillo succeeds in secretly intimidating commercial broadcasting interests as well as the members of his union, the advent of educational broadcasting on exclusive channels may be allowed to develop without the restrictions now placed on commercial broadcasting by him. Whether or not we ever again broadcast from Interlochen on any commercial network is of no great consequence. It is for the protection of post-war noncommercial broadcasting that I believe this bill will, if enacted, serve the Nation.

When I first joined the A. F. of M., in 1909, and for many years thereafter it was a democratic organization, governed by its members. In recent years, however, the A. F. of M. has become a despotic dictatorship to which I, as a member of 36 years standing, vehemently object. More than a year ago, before a Senate subcommittee, Mr. Petrillo admitted that he had the power personally to alter the constitution and bylaws of the A. F. of M., and to spend all of the money in its treasury without accounting or reporting the same to anyone. I hereby refer you, for confirmation of this statement, to the transcript of the Senate Interstate Commerce Commission hearing of January 13, 1943, at page 303.

To substantiate the truth of Mr. Petrillo's statements as to his autocratic power over the affairs of the A. F. of M., I would like to quote a few passages from article I of the bylaws of the A. F. of M. concerning the duties of the president:

It shall be his duty and prerogative to exercise supervision over the affairs of the federation; to make decisions in cases where, in his opinion, an emergency exists; and to give effect to such decisions he is authorized and empowered to promulgate and issue executive orders, which shall be conclusive and binding upon all members and/or locals; any such order may by its terms (a) enforce the constitution, bylaws, standing resolutions, or other laws, resolutions, or rules of the federation, or (b) may annul and set aside same or any portion thereof, except such which treat with the finances of the organization and substitute therefore other and different provisions of his own making, in which case such change shall be published in the next issue of the International Musician after its promulgation; the power so to do is hereby made absolute in the president when, in his opinion such orders are necessary to conserve and safeguard the interests of the federation, the locals and/or the members; and the said power shall in like manner extend to and include cases where existing laws are inadequate or provide no methods of dealing with a situation.

I should like to enter this copy of the constitution and bylaws of the A. F. of M. in support of my testimony.

The CHAIRMAN. That may be filed with the committee.

Mr. MADDY. The question is frequently asked "Why do the members of the A. F. of M. support this high-handed czar of American music?" The answer is that they are afraid of his vengeance, for he has the power to expel any member of any local without reason and without trial. No musician who is dependent upon musical performance for a livelihood can afford to incur the displeasure of boss Petrillo, for no such musician can secure employment unless he is a member of the A. F. of M. The members of the A. F. of M. enjoy about the same measure of freedom as the members of Hitler's Reich. They obey him, or else.

At a faculty meeting at Interlochen last summer the A. F. of M. members pointed out to me that if I continued to protest the Petrillo broadcast ban Petrillo would punish them for being associated with the institution. Their fear was well founded. Mr. Petrillo has punished them by his edict of January 19, forbidding them to earn their summer livelihood at the camp hereafter.

Announcement of this blacklisting was made in letters sent to the four major radio networks and to all locals of the A. F. of M. I have a photostatic copy of a letter sent to one of the locals, which reads as follows:

FEBRUARY 7, 1945.

To All Locals of the American Federation of Musicians:

DEAR SIRS AND BROTHERS: You are hereby advised that the National Music Camp of Interlochen, Mich., has been placed on the national unfair list of the American Federation of Musicians. This act was taken by the international executive board at its meeting in New York, N. Y., on January 19, 1945, due to the fact that the National Music Camp through its officers has adopted means and methods and indulged in activities highly detrimental and antagonistic to the Federation.

Under the laws of the American Federation of Musicians its members are prohibited from rendering services for anyone or any establishment on its national unfair list. This of course means that members cannot teach, coach, conduct, or play an instrument, etc., at the National Music Camp of Interlochen, Mich.

Fraternally yours,

LEO. CLUESMANN,

Secretary, American Federation of Musicians.

Placing the National Music Camp on the national unfair list of the A. F. of M. without notification or even a hearing is a flagrant violation of all laws, both union and national. It is plain tyranny—a pernicious conspiracy to destroy the National Music Camp.

My first information regarding this subversive act was a news release stating that the four networks had been notified of such action. The only charge I know about is that contained in the notice sent to all locals of the A. F. of M.—charges that are wholly false in every respect.

The National Music Camp has always operated in full accord with the principles of the A. F. of M. Instructors of band and orchestral instruments have always been members of the A. F. of M. These faculty members have never been asked to do anything in the least inimical with the best interests of the A. F. of M. Students of the camp who contemplate musical careers are always advised to join the A. F. of M.

It is clear that the term "officers" applies to me personally, for no other officer of the camp has made any public statements, or has been quoted in the press or over the radio. I deny emphatically that I have "adopted means and methods and indulged in activities highly detrimental and antagonistic to the federation." I challenge Mr. Petrillo or anyone else to cite a single instance wherein I have indulged in any such activities.

I have been a loyal member of the A. F. of M. in continuous good standing for the past 36 years, or since 1909; this record in itself should serve as ample evidence that I am in sympathy with the objectives of the A. F. of M., but since I have repeatedly been called a "labor baiter" because I exercised the constitutional right of free speech, I would like to insert into the record of this hearing a 6-page statement describing 20 incidents in which I have supported the A. F. of M., even at the risk of losing my teaching position, and in spite of frequent instances of unfair treatment and abuse at the hands of the president and dictator of the A. F. of M., Mr. James C. Petrillo.

I have not been guilty of infraction of the A. F. of M. rules. If I were, the constitution and bylaws of the A. F. of M. provide specifically for the bringing of charges and for trial and appeal. I was indicted, tried, convicted, and sentenced without my knowledge and without an opportunity to defend myself—in violation of all laws and rules. And the penalty is being passed on to the innocent children of America who desire to study at the National Music Camp and to the members of the A. F. of M. who desire to teach there, some of whom own their own homes at Interlochen.

The punishment goes further than that. It includes some 3,000,000 American school children who are members of school bands and orchestras. It includes college students who are enrolled at the University of Michigan. It includes all of the people in America who like to hear young musicians perform.

Mr. Petrillo is continually expanding his field of autocratic control.

Article III of the constitution of the A. F. of M. now extends union jurisdiction not only over instrumental performance, but also over copying and arranging music and music librarian services. Copying, arranging, and librarian services have been recent additions to A. F. of M. control. The turning of phonograph records—pancake turning—in radio stations is now the subject of a jurisdictional dispute between the A. F. of M. and an electricians' union.

As late as last November Mr. Petrillo was quoted in the press as emphatically denying that he had ordered the members of the United States Marine Band to cease giving music lessons. He was quoted as having said, "We don't stop anybody from giving lessons." Two months later he stepped into the field of music teaching by threatening to suspend any member of the A. F. of M. who dares to teach at Interlochen.

By prohibiting A. F. of M. members from teaching at the National Music Camp Mr. Petrillo is for the first time extending his autocratic control into the field of education. If he succeeds in enforcing this latest mandate we can expect nothing else than the expansion of his control to include all music teaching in the United States. No child

in America may then receive music lessons without Boss Petrillo's permission. This insidious growth of Petrillo's despotic rule reaches further and further into the lives of all Americans.

About half of the instrumental music teachers in the public schools of the United States are members of the A. F. of M. If this bill becomes a law without amendment, Mr. Petrillo can still exercise powerful control over a large portion of music education in America. This is how it can be done.

. Let us suppose the high-school band of Santa Rosa is scheduled to broadcast a concert—freed from interference by the proposed law. Mr. Petrillo can place the school on the unfair list, forcing the director of the band either to resign from his teaching job or lose his membership in the A. F. of M.—and the privilege of ever again earning money as a musical performer.

I therefore suggest for your consideration the following amendments to the bill H. R. 1648 to protect the music teachers of the country from enforced domination by this czar of American music:

(1) Page 2, line 9, after the word "station," the insertion of the words: "or any educational institution."

(2) Page 2, line 11, after the word "programs," the insertion of the words: "including training, coaching, instruction, and/or other types of preparation for broadcasting".

(3) Page 2, line 14, after the word "broadcasting", insertion of the words "or preparation for broadcasting".

These amendments are designed to prevent the blacklisting of any educational institution in advance of any scheduled or contemplated broadcasts by musical organizations of schools.

The Constitution of the United States provides that "Congress shall make no law abridging the freedom of speech or of the press." Yet Mr. Petrillo has made such a law, and is enforcing it by threat. How long will the people of America continue to submit to such usurpation of governmental powers? I have here a scrapbook containing nearly 1,000 editorials, not news stories, clipped from newspapers in every State in the Union, expressing almost universal demand for corrective legislation that will protect the American people from such outrages as practiced by Boss Petrillo.

Even the members of our armed services have become aroused by such tyrannies. I would like to quote a portion of a V-mail letter received day before yesterday from a front-line soldier in the European theater:

FEBRUARY 8, 1945.

DEAR MR. MADDY: I have just read in the Army newspaper, Stars and Stripes, a news release concerning the recent action of the American Federation of Labor Musicians' Union in blacklisting the National Music Camp.

That action comes as a distinct blow to me and to all of the alumni of the camp. We who are in the Army, and especially those of us in front-line combat sometimes wonder about this democracy we are fighting for, when such things can happen at home. Surely the record of service and sacrifice on your part and on the part of those who placed their ideals above those of personal gain is well known to all parties. * * *

Over here, it is usually darkest before the dawn, and the attack usually comes when things look darkest. But we've learned that the principle of "might makes right" once more can be proven false.

Fraternally yours,

Cpl. HENRY A. BRUINSMA.

Corporal Bruinsma attended the National Music Camp in 1929 and 1930, continued his music education at the University of Michigan, and was a member of the music faculty of Duke University when the war broke out.

It is perfectly clear that the National Music Camp has been black-listed by Mr. Petrillo to punish me for exercising my constitutional rights. By distorting powers and immunities properly conferred by Congress upon labor unions in general and by perversive use of these powers, Mr. Petrillo now operates a \$4,000,000 extortion racket, dominates the recording and broadcasting industries, and controls the lives of many thousands of American citizens.

Through unrestrained exercise of these powers, Mr. Petrillo has been able, with impunity, to defy the War Labor Board, the National Labor Relations Board, the Economic Stabilization Director, the courts of justice, and the President of the United States. It is with superlative arrogance that he now defies the Congress by circumventing pending national legislation with his own nefarious tyranny. With the millions collected in the form of tribute from the music lovers of America, Dictator Petrillo has now become a major menace to the freedom of all Americans.

I am sure that it is the desire as well as the bounden duty of Congress to abrogate these powers which threaten the destruction of the very foundations of American liberty. Only such action can preserve for posterity the glorious heritage of constitutional government that has made the United States the greatest nation on earth.

The CHAIRMAN. Mr. Maddy, can you appear at 10 o'clock tomorrow morning?

Mr. MADDY. Yes, sir.

The CHAIRMAN. We will adjourn until 10 o'clock tomorrow morning.

(Thereupon, at 12:05 p. m., an adjournment was taken until tomorrow, Friday, February 23, 1945, at 10 a. m.)

INTERFERENCE WITH BROADCASTING OF NONCOMMERCIAL EDUCATIONAL PROGRAMS

FRIDAY, FEBRUARY 23, 1945

HOUSE OF REPRESENTATIVES,
COMMITTEE ON INTERSTATE AND FOREIGN COMMERCE,
Washington, D. C.

The committee met, pursuant to adjournment, at 10 o'clock a. m., in the committee room, New House Office Building, Hon. Clarence F. Lea (chairman) presiding.

The CHAIRMAN. The committee will please come to order.

We have several representatives of the military organizations here this morning and as a matter of convenience in order that they may not be unduly detained here, with the consent of Mr. Maddy, he will step aside temporarily, while we hear from these representatives of the military departments.

I am advised that all matters relating to bands of the Navy, Coast Guard, and Marine Corps are cleared through the office of Chief of Naval Operations of the Navy Department. Captain Gary, I understand, has been designated by the Navy Department to give us information in reference to the matters now before the committee. So, Captain Gary, may we hear from you at this time?

STATEMENT OF CAPT. FRANK GARY, UNITED STATES NAVY, OFFICE OF CHIEF OF NAVAL OPERATIONS, NAVY DEPARTMENT

Captain GARY. Mr. Chairman and gentlemen—

The CHAIRMAN. Captain, I understand that you are from the Office of Naval Operations, Navy Department.

Captain GARY. Yes, sir.

The CHAIRMAN. Captain, you have seen the bill which is under consideration here?

Captain GARY. Yes, sir; I have.

The CHAIRMAN. Very well, you may proceed.

Captain GARY. My understanding, sir, is that this committee has requested information as to any interference by the unions, for broadcasts by the Navy, Marine Corps, and Coast Guard bands.

The CHAIRMAN. That is right.

Captain GARY. Our records indicate that there has been no interference with any of the Navy bands; or any of the Coast Guard bands. There have been two protests in connection with the playing of the Marine Corps Band. We have the details of those, if you would like to have them.

The CHAIRMAN. Very well, if you will give us the information.

Captain GARY. Lieutenant Colonel Masters, will you come forward, please?

This is Lieutenant Colonel Masters, who is one of the aides to the Commandant of the Marine Corps.

**STATEMENT OF LT. COL. JOHN H. MASTERS, UNITED STATES
MARINE CORPS**

The CHAIRMAN. You heard the testimony of the preceding witness? Colonel MASTERS. Yes.

The CHAIRMAN. So, if you will go ahead in your own way and tell us about the occasions in which this alleged interference with the band occurred.

Colonel MASTERS. Yes, sir.

The CHAIRMAN. Or attempted interference.

Mr. PRIEST. Mr. Chairman, before he starts, may I ask one question to get it clear?

The CHAIRMAN. Mr. Priest.

Mr. PRIEST. I understood that this was with reference to broadcasting only.

Colonel MASTERS. To my knowledge, there has only been one real protest by the union concerning the broadcasting by a marine band and that protest was not concerned with the United States Marine Band of Washington. It was concerned with a broadcast of the San Diego Marine Band.

The CHAIRMAN. Will you read the circumstances; tell us what occurred?

Colonel MASTERS. Yes, sir. I have several letters here. I will refer to those.

On September 11, 1941, Mr. S. T. Ansell, who is general counsel, American Federation of Musicians wrote a letter to the Secretary of the Navy protesting about the marine band at San Diego furnishing musicians upon the occasion of the opening of radio station KFMB at San Diego. That was a commercial broadcasting station. This letter goes on to state:

On August 19, 1941, a band stationed at the marine base in San Diego, Calif., furnished music upon the occasion of the opening of radio station KFMB—

that is a commercial broadcasting station.

This letter goes on to state:

It is reported that Mr. Wayne Dillard, manager of the station, first requested the consent of San Diego local (No. 325) of the federation for the use of the band, which, being a matter within official naval jurisdiction, could not be and was not granted. The naval authorities then voluntarily offered the services of the band for the occasion.

The executive council of the American Federation of Musicians has requested me to bring the subject (which is of vast importance to the federation, especially in the radio field) before you for your consideration.

The CHAIRMAN. Do you have a copy of the correspondence there?

Colonel MASTERS. Yes, sir.

The CHAIRMAN. Would you mind reading it?

Colonel MASTERS. Verbatim, sir?

The CHAIRMAN. Yes.

Colonel MASTERS (reading) :

ANSELL, ANSELL & MARSHALL,
Washington, D. C., September 11, 1941.

The Honorable the SECRETARY OF THE NAVY,
Washington, D. C.

MY DEAR MR. SECRETARY: AS general counsel of the American Federation of Musicians, I wish respectfully to invite your attention to some reported uses of Navy bands or orchestras which appear to be legally unjustifiable and are certainly injurious to civilian musicians:

1. On August 18, 1941, a band stationed at the marine base in San Diego, Calif., furnished music upon the occasion of the opening of radio station KFMB, San Diego, Calif., a commercial broadcasting station. It is reported that Mr. Wayne Dailard, manager of the station, first requested the consent of San Diego local (No. 325) of the federation for the use of the band, which being a matter within official naval jurisdiction, could not be and was not granted. The naval authorities then voluntarily offered the services of the band for the occasion.

2. On September 27, next, according to the reports, the United States Marine Band is scheduled to give a concert in the Industrial Mutual Auditorium under the sponsorship of the Flint (Mich.) Firefighters Association, the proceeds of which are to go to the treasury of that organization.

3. Recent reports of other similar uses of Navy bands have come to my attention but, as yet, they are not dependably identified.

The executive council of the American Federation of Musicians has requested me to bring the subject (which is of vast importance to the federation, especially in the radio field) before you for your consideration; and it also suggests that I point out the fact that though the Navy Department and the War Department, with respect to this subject, operate under substantially identical laws, they do not seem to have similar policies. The War Department, under date of April 18, last, published instructions to its commanding officers governing the subject in detail. Similar Navy instructions governing the subject of the use of Navy bands would prohibit the uses of Navy bands herein brought to your attention.

With high regard, I am,
Very respectfully,

S. T. ANSELL,
General Counsel, American Federation of Musicians.

The CHAIRMAN. Was there a response to that?

Colonel MASTERS. Yes, sir.

The CHAIRMAN. Will you read the response?

Colonel MASTERS. That letter was referred to the Commandant of the Marine Corps, Maj. Gen. T. Holcombe, Commandant. [Reading:]

1190-40-10
AQ-291-pt 1

SEPTEMBER 18, 1941,

MY DEAR GENERAL ANSELL: Your letter of September 11, 1941, addressed to the Secretary of the Navy, protesting the use of a band stationed at the Marine Base, San Diego, during the dedicatory ceremonies of radio station KFMB on August 19, 1941, and questioning the propriety, if not the legality, of a scheduled concert to be given by the United States Marine Band in Flint, Mich., on September 27, has been referred to this office.

Concerning the participation of the base band in the dedicatory ceremonies of the radio station, I have caused inquiry to be made as to the employment of the above-mentioned band on the occasion in question.

With regard to your protestations over the concert the United States Marine Band is scheduled to play during its current tour in the Industrial Mutual Auditorium at Flint, Mich., under the auspices of the Flint Firefighters Association, the proceeds of which will go to the treasury of that organization, I am pleased to refer you to a letter (copy attached) from the Assistant Secretary of the Navy to the Honorable Robert Ramspeck. This is a statement of the policy of the Navy Department concerning tours of the United States Navy and United States Marine Bands.

With best wishes, I am,
Most sincerely,

T. HOLCOMB,
Major General Commandant.

The CHAIRMAN. Now, if you will read that enclosure that you refer to.

Colonel MASTERS (reading) :

Op-13B/bbs Aug. 5.
Serial No. 81813
D1/P10-4 (410728)

MY DEAR MR. RAMSPECK: Receipt is acknowledged of your letter dated July 28, 1941, requesting a statement of the policy of the Navy Department concerning tours by the Navy Band.

The annual tours of the Navy and Marine Bands are authorized by the Congress (34 U. S. C., sec. 596) and approved by the President. The limitation upon their activities, as found in the act of June 3, 1914, and interpreted in various opinions of the Judge Advocate General, is considered by the Navy Department to be against enlisted men in the active service of the Navy interfering with the customary employment and regular engagement of local musicians of the place where the services are to be rendered and not against the men giving concerts in a particular locality where civilian musicians from other localities might secure an engagement in case the services of a naval band could not be had.

In localities where local civilian musicians are not customarily employed and regularly engaged in the giving of band concerts, the Navy Department considers that the giving of concerts by the Navy Band does not interfere with the local civilian musicians, and unless it is shown that the civilian musicians of the locality are actually prohibited from organizing a municipal band which would be customarily employed and regularly engaged in giving band concerts such as are now being given by the Navy and Marine Bands, no actual interference with the civilian musicians has occurred.

The members of the band on tour are paid from the proceeds of the tour a regular salary and expenses in addition to their Navy pay and allowances. For this they are rendering a service in addition to that required in the regular line of duty which necessitates their being absent from home for extended periods.

It is generally recognized that the service bands are among the best in the United States and in view of the scarcity of civilian bands organized to give regular concerts, it is believed that the tours of the Navy and Marine Bands are rendering a very real educational and cultural service to the people in the localities visited. Many people over the country thus are enabled to hear these fine bands which would otherwise be heard only in the vicinity of Washington. In addition, the Navy Department considers that the tours made by the Navy and Marine Bands are material factors in stimulating recruiting and interest in national defense.

Sincerely yours,

RALPH A. BARD,
Acting Secretary of the Navy.

Hon. ROBERT RAMSPECK,
House of Representatives, Washington, D. C.

cc: Bunav.
M. G. G.

The CHAIRMAN. Did the band appear at this entertainment referred to?

Colonel MASTERS. Yes, sir; to the best of my knowledge. However, that was not a broadcast.

The CHAIRMAN. You referred to the law there relating to the Navy and War Departments. I believe that statute or provision, or those provisions, were put into the record yesterday, as I understand.

Does that letter give a fair synopsis of what those provisions are?

Colonel MASTERS. Yes, sir; I think so.

The CHAIRMAN. In substance?

Colonel MASTERS. Yes, sir.

The CHAIRMAN. Will you tell us what those provisions are relating to the subject?

Mr. BULWINKLE. Can you not just read them? He has it there before him.

The CHAIRMAN. You have the section there before you?

Colonel MASTERS. No, sir.

The CHAIRMAN. Section of the law governing?

Colonel MASTERS. No, sir; I do not have all of those with me. I have some of those sections which I keep in my band book, for information, that I will be glad to read to the committee if you want me to.

The CHAIRMAN. Perhaps, Colonel, that would give us that information more fully.

Do you have it as to the Navy Department and the Coast Guard also?

Colonel MASTERS. Yes, sir.

The CHAIRMAN. You have those provisions as to the Navy and the Coast Guard?

Captain GARY. Primarily as to the Navy.

The CHAIRMAN. If you will read that language then.

Colonel MASTERS. Title 34, section 449, U. S. Code—article 1-24 (1) M. C. M.:

No enlisted man in the active service of the United States in the Navy, and Marine Corps, whether a noncommissioned officer, musician, or private, shall be detailed, ordered, or permitted to leave his post to engage in any pursuit, business, or performance in civil life for emolument, hire, or otherwise, when same shall interfere with the customary employment and regular engagement of local civilians in the respective arts, trades, or professions.

Article 1-24 (3), Marine Corps Manual:

Post and regimental bands, or members thereof, shall not receive remuneration for furnishing music outside the limits of their respective commands when the furnishing of such music places them in competition with local civilian musicians.

Mr. Chairman, I have also the letter here written to Mr. Ansell by the Commandant of the Marine Corps after he had made inquiry into the circumstances of the San Diego Marine Band playing at the broadcast.

The CHAIRMAN. Could you please read that?

Colonel MASTERS. Yes, sir. [Reading:]

1190-40-10.

AQ-311-rwg.

OCTOBER 22, 1941.

Mr. SAMUEL T. ANSELL,

Ansell, Ansell & Marshall, Washington, D. C.

MY DEAR GENERAL ANSELL: Referring again to your letter of September 11, 1941, to the Secretary of the Navy and my reply of September 18 in which you were informed that inquiry would be made as to the employment of the band at San Diego during the dedicatory ceremonies of radio station KFMB on August 19, 1941, I am glad to inform you that the commanding general of the Marine Corps base has investigated the facts and his inquiry discloses that every care was used to prevent the band from competing with civilian musicians.

A week prior to the program in which the band took part the matter was taken up with the local musician's union in an attempt to obtain official union clearance. Mr. Grove, president of the local union, advised the representative of the broadcasting station that the union had no jurisdiction over such an appearance, and he suggested that inasmuch as the program was a noncommercial presentation the station should contact the commanding general at San Diego.

The following is quoted from the commanding general's letter:

"The participation of our band in the opening ceremonies of KFMB was cleared in accordance with legal requirements for such participation. Consideration was first given to the nature of the program. It was historical in its outline of the history of San Diego, and patriotic in its support of the armed services and national defense. It did not sponsor any commercial activity. It did not replace any union musical organization. A union orchestra participated. The local

musician's union did not offer any objection to our participation. The Commandant, Eleventh Naval District, authorized our participation."

I hope that this will fully explain the position taken by the Marine Corps in this matter.

With best wishes, I am

Sincerely,

T. HOLCOMB, *Major General, Commandant.*

Mr. MURPHY. Mr. Chairman.

The CHAIRMAN. Mr. Murphy.

Mr. MURPHY. Was that a benefit for the fire fighters; I did not understand you.

Colonel MASTERS. Yes, sir; that was a fire fighters' benefit, fire fighters of Flint, Mich.

Mr. BROWN. This last letter was written relative to the San Diego broadcast?

Colonel MASTERS. Yes, sir; relating to the broadcasting.

The Flint, Mich., matter was not a broadcast.

Mr. BROWN. That was a benefit.

Colonel MASTERS. Yes, sir.

Mr. BULWINKLE. May I ask the naval officer a question?

The CHAIRMAN. Mr. Bulwinkle.

Mr. BULWINKLE. What about this thing last summer up in Michigan that Mr. Dondero spoke about yesterday, at Royal Oaks?

Captain GARY. I do not believe I am familiar with that, sir.

Mr. BULWINKLE. That, Congressman Dondero said, that they requested the services of a band for a patriotic celebration there.

Mr. BROWN. Dedication of an honor roll, I think it was.

Mr. BULWINKLE. Has anyone any information on that?

Captain GARY. I will be glad to try to get it.

STATEMENT OF CAPT. WILLIAM F. LOVENTHAL, UNITED STATES NAVY (RETIRED), OFFICER IN CHARGE, UNITED STATES NAVY BAND

Captain LOVENTHAL. Mr. Chairman, perhaps I can answer that question.

The CHAIRMAN. Very well, if you will tell us.

Captain LOVENTHAL. I have a little information on that subject. I was called by Commander Click, who was an assistant to the Assistant Secretary of the Navy, Mr. Bard. He had received a telephone call from a Congressman—I think Mr. Dondero. They had asked the Navy Band at the Great Lakes to participate in this program at Royal Oaks and apparently the union had protested, and he asked my advice on the matter. I said, "Refer the matter to the commandant of the Ninth Naval District who has jurisdiction, that he was in a position to know the circumstances, and it was his responsibility, being in his territory." As to what they did, I do not know. I did not feel that we were in a position in Washington to judge the circumstances.

Now, whether or not they got it in the district, I do not know.

The CHAIRMAN. Captain, could you secure and furnish the committee with the information from your files, in connection with your statement, as to what was done in this case?

Captain LOVENTHAL. Yes, sir; I think it is possible.

The CHAIRMAN. We would be glad to have you do it if you will.

Captain LOVENTHAL. Yes, sir.

Mr. BULWINKLE. You might give him a copy of the hearings, so far as Mr. Dondero's statement goes, so that he will know what was said about that.

That was purely a patriotic celebration.

Captain LOVENTHAL. I do not know what the celebration was.

Mr. HARRIS. Mr. Chairman.

The CHAIRMAN. Mr. Harris.

Mr. HARRIS. Captain, I would like to ask you about the policy that has just been referred to here, established under the code, and permitting members of your organization to participate in noncommercial programs.

What is your policy with reference to the Navy Department permitting members of your organization to appear before religious groups and taking part in church programs?

Captain GARY. The policy generally is that in order for a navy band to participate it must be a patriotic or charitable occasion or the President or Vice President or Secretary of the Navy must be present.

Mr. HARRIS. What about when a request is made of one of your members to participate in a program?

Captain GARY. That would have to go to his commanding officer to permit him to do it and generally speaking it is not permitted.

Mr. HARRIS. Now, I asked, because I happen to know about a specific case where a member of the band is a member of a Sunday school class in Washington, in the District here. They were having a program some year or so ago and he wanted to participate in the program and the program committee wanted him to participate, but the Navy Department would not permit him to do it, because of their policy, or else for fear they might run into some opposition with local unions. Is that true?

Captain GARY. I do not know that I can answer that question, Mr. Harris. There are all kinds of cases that come up from time to time and the general policy is not to permit them to participate.

Now, what they did in that individual case I do not know.

Mr. HARRIS. Evidently that was the decision.

Captain GARY. Yes, sir.

Mr. HARRIS. On a ruling of the Navy Department.

Captain GARY. On the basis of a general policy; yes, sir.

Mr. HARRIS. It seems to me it is a very unjustified policy for the Navy Department to adopt. It seems to me, as long as it is a program whereby, as citizens, members could participate in, the Navy Department should permit them to do so.

Mr. BULWINKLE. May I ask, are you speaking of broadcasts?

Mr. HARRIS. No; I am speaking of a program before a large men's Sunday-school class here in the District of Columbia.

Mr. BECKWORTH. Mr. Chairman.

The CHAIRMAN. Mr. Beckworth.

Mr. BECKWORTH. I want to ask the captain this question: Is it the policy of the Navy ordinarily to confer with the unions and ascertain whether or not it is all right to appear?

Captain GARY. That is done in some instances and in some instances it is not.

Mr. BECKWORTH. Would you say that it is the general policy?

Captain GARY. I do not think there is any general policy on it, Mr. Beckworth. It is based upon the views of the individual who has to make the decision.

Mr. BECKWORTH. In other words, so far as you know, you do not have a general policy of determining whether or not you will appear in—

Captain GARY (interposing). The general policy as to what we will do.

Now, in the administration of that policy as in other matters, we have a general policy.

Mr. BECKWORTH. It occurs to me that there ought to be a framework within which you in the Navy would have a right to determine whether or not you appear, because as the situation might stand, from your description, you would never know exactly whether you have the right or not.

Captain GARY. We have a definite stated general policy on the question.

Mr. BECKWORTH. What?

Captain GARY. We have a definite stated general policy on such matters in the Navy Department.

Mr. BECKWORTH. You have?

Captain GARY. Oh, yes, sir; but the difficulty is, where most of the controversy comes up, is in the twilight-zone cases, where it is very difficult to determine whether it comes within the framework of that policy or not.

Mr. BECKWORTH. You have a further statement?

Captain GARY. I have a very short statement on the matter of broadcasts. I take it that you are generally or primarily interested in broadcasting.

Mr. BECKWORTH. Not alone, because more than that has been discussed here.

Does your statement relate only to broadcasting?

Captain GARY. I am prepared here to talk just on the broadcasting. I did not bring the whole policy on it with me.

Mr. BECKWORTH. I am asking if the statement that you have in mind relates only to broadcasting.

Captain GARY. No; the statement covers everything, but this is an excerpt.

Mr. BECKWORTH. Of course, I am interested in this other question.

Mr. PRIEST. Mr. Chairman.

The CHAIRMAN. Mr. Priest.

Mr. PRIEST. That is the one question that I was about to ask, Mr. Chairman, whether the Navy's general policy applies both to broadcasting and nonbroadcasting programs, equally and alike.

Captain GARY. Yes.

Mr. PRIEST. That is all.

Captain GARY. I can leave that here if you would like to have it.

Mr. HALLECK. Mr. Chairman.

Mr. PATRICK. Mr. Chairman.

The CHAIRMAN. Mr. Halleck.

Mr. HALLECK. As I understand it, you state here the policy of the Navy Department in respect to the sort of programs or occasions on which or in which a Navy band might participate.

Captain GARY. Yes, sir.

Mr. HALLECK. I think I would like to know about or have set forth that general outline of policy which I understood you had to do with patriotic occasions or something of that sort.

Captain GARY. That is correct.

Mr. HALLECK. And where some high-ranking man from the Navy Department is present.

Captain GARY. Secretary of the Navy.

Mr. HALLECK. Secretary of the Navy.

Captain GARY. Yes, sir.

Mr. HALLECK. You have stated the general policy which seems to me to be reasonable. On what other limitations, or what other authority or what other insistence does the Navy back away from participation in the type of program that you have said is permitted?

Captain GARY. Suppose I read the specific policy. Perhaps that would answer some of your questions.

Mr. HALLECK. And you may have some further information on that.

Captain GARY (reading):

First, the occasion be solely for the benefit of naval personnel, or that it be for a patriotic or charitable purpose.

Second, no admission be charged except for charity.

Third, transportation to be furnished by the requesting organization.

Fourth, meals to be provided by the requesting organization when missed from regular activity to which attached; and if the use of band or orchestra, other than at official functions, interferes with the customary employment and regular engagement of local musicians, as outlined in paragraph (1) above, the band or orchestra shall not be detailed or permitted to play.

Now, that is the policy.

The CHAIRMAN. You have a further statement?

Captain GARY. Yes.

The CHAIRMAN. Will you proceed with your statement and then answer questions after you have completed your statement?

Captain GARY. All right.

Radio broadcasting of regular band concerts performed at routine times on naval stations when the privilege of broadcasting is made available to all responsible broadcasters at no cost and under agreement that the broadcast will not be used in connection with any advertising—

is—

not contrary to law in any case where their performance is given without remuneration.

Now, that is the general policy on broadcasting.

The CHAIRMAN. Does that complete your statement?

Mr. BULWINKLE. Now, just a minute. I want to ask a question.

The CHAIRMAN. Mr. Bulwinkle.

Mr. BULWINKLE. Under existing law then if the Marine Band should go out of Washington, as it has done in the past, a special act of Congress is passed permitting them to do so.

Captain GARY. That is correct.

Mr. HALLECK. I would like to have you read again that provision about interference in regular employment of civilian musicians.

Captain GARY. All right, sir:

If the use of band or orchestra, other than at official functions, interferes with the customary employment and regular engagement of local musicians, as outlined in paragraph (1) above, the band or orchestra shall not be detailed or permitted to play.

Mr. HALLECK. What is "(1) above"; will you read that again; do you have that?

Captain GARY. Yes; I have it.

(a) The occasion be solely for the benefit of naval personnel or that it be for a patriotic or charitable purpose.

Mr. HALLECK. Are there any rules or regulations that go any more into detail about the matters of interference with regular employment?

Captain GARY. No, sir; not that I know of.

Mr. HALLECK. Then beyond that it involves—

Captain GARY. A matter of application.

Mr. HALLECK. Discretion and judgment.

Captain GARY. Yes, sir.

Mr. HALLECK. Of the particular individual who has the responsibility to determine, based on that language, as reported by you?

Captain GARY. Yes, sir.

Mr. HALLECK. Do you frequently have objections from the American Federation of Musicians about the proposed appearance of Navy bands at patriotic organizations?

Captain GARY. We have had objections and we have had protests after they have played, sir. We have had both.

Mr. HALLECK. How many such objections or protests have you had?

Captain GARY. I do not think I can answer that definitely, sir. There have not been a great many in the last year or so, sir.

Mr. HALLECK. I think that is all.

Mr. MURPHY. Mr. Chairman.

The CHAIRMAN. Mr. Murphy.

Mr. MURPHY. I would like to inquire if the articles read by the representative of the Marine Corps were part of the Marine Manual or part of some legal provision of the statute.

Colonel MASTERS. One of them is from the United States Code, I believe, sir, and the gist of that was incorporated in the Marine Corps Manual.

I quoted two passages from the Marine Corps Manual.

Mr. MURPHY. My understanding, Mr. Chairman, of this difficulty that the services are confronted with and the matter about which they are being questioned arises from the statute more so than from any department regulation.

May I inquire of the clerk, Mr. Randolph, if he has the particular section in the code to which reference was made?

May I just refer to what I was speaking of particularly?

The CHAIRMAN. Certainly.

Mr. MURPHY. In answer to the question of the gentleman from Indiana (Mr. Halleck) about permitting the members of a band to play and in answer to a question by the gentleman from Arkansas (Mr. Harris):

The particular provision in section 609 of title 10, United States Code, relating to the Army, which I understand is similar, says that:

No enlisted men in the active service of the United States in the Army, whether a noncommissioned officer, musician, or private, shall be detailed, ordered, or permitted to leave his post to engage in any pursuit, business, or performance in civil life, for emolument, hire, or otherwise, when the same shall interfere with the customary employment and regular engagement of local civilians in the respective arts, trades, or professions.

So, in my judgment, the difficulty arises from this rather than from naval regulations.

Mr. BECKWORTH. That does not mention employment?

Mr. MURPHY. It says "for hire or otherwise."

Mr. BECKWORTH. But, there is one limitation, where it would interfere with civilian employment. Is not that a limitation, Mr. Murphy? That is in a part of the paragraph that you read.

Mr. MURPHY. The wording is "customary employment and regular engagement of local civilians in the respective arts, trades, or professions."

Now, I am just trying to find light myself.

Mr. BECKWORTH. Surely.

Mr. MURPHY. May I read, Mr. Chairman, from the Navy provision?

Mr. HARRIS. Mr. Chairman, before he leaves there, will the gentleman yield?

Mr. MURPHY. Surely.

Mr. HARRIS. The case had reference to seemed very obvious did not come within the limitations there.

Now there was no emolument; there was nothing for hire, there was no interference whatsoever with employment of local talent, arts, or otherwise, and it seems to me like it is purely in the interpretation that the Navy Department has placed on it which is an arbitrary policy, in my opinion.

Mr. MURPHY. May I read, Mr. Chairman, from the Navy provision?

The CHAIRMAN. You may.

Mr. MURPHY. Section 702, title 34, United States Code:

A member of the said band shall not, as an individual, furnish music, or accept an engagement to furnish music, when such furnishing of music places him in competition with any civilian musician or musicians, and shall not accept or receive remuneration for furnishing music except under special circumstances when authorized by the President.

And I am not arguing the merits or lack of merits of the position of the gentleman. I am trying to make it clear what our problem is.

Mr. HALLECK. Mr. Chairman, Mr. Murphy is an able lawyer. What he has read—and this is the first time I ever heard it—seems to apply to individual participation. Is it broad enough that you think it covers participation by musical organizations in a patriotic program?

Mr. MURPHY. It does say "a member of the said band shall not, as an individual, furnish music," If you prohibit a part, you certainly would prohibit the whole, I would think.

The CHAIRMAN. I take it that that is subject to the general provision of the statute which authorizes the Navy Department to decide a circumstance under which a band may be permitted to participate.

Mr. HALLECK. Yes.

Captain GARY. Yes.

The CHAIRMAN. And that involves a question of determination of what would interfere with private employment.

Has the Navy prescribed any particular rule that would cover that?

Captain GARY. No, sir.

The CHAIRMAN. It is left to the discretion of the commanding officer in the area involved.

Captain GARY. Yes.

The CHAIRMAN. And what, as a matter of fact, is the situation or is there any determining factor that the Navy follows or accepts in deciding whether or not a band shall participate?

Captain GARY. There is no general factor. We try to examine each case on its merits and decide whether or not they will participate on that occasion.

The CHAIRMAN. Suppose there was a question of participation of some function, that is a patriotic function, but it might be that a private band would be employed or might be employed, if protest were made, that it would interfere with private employment; but it might be that a private band would be or would not be employed; what would the Navy Department do in deciding an application of that kind?

Captain GARY. Mr. Chairman, that is the kind of a case I was talking about as being right in the twilight zone, where you are right on the line, and I can think of circumstances which might make for a decision either way on that, sir.

The CHAIRMAN. It might be decided either way and would be a matter of discretion, and there would be no discrimination.

Captain GARY. That is right. I do not think it would be possible to avoid that.

The CHAIRMAN. Now, there is more or less of a feeling or criticism—and there is both—that the departments are yielding beyond what was required in determining the right of naval bands to participate. Can you say anything in response to that question?

Captain GARY. No, sir; I could not, because we have not had any protests one way or the other, sir.

The CHAIRMAN. And there is no further policy except what you have presented?

Captain GARY. No, sir.

The CHAIRMAN. It is apparent there is a broad discretion there.

Captain GARY. There is bound to be, sir.

The CHAIRMAN. Are there any further questions?

Mr. HALL. I want to ask one question. In arriving at your determination, did I understand you to say, Captain, at times before you arrive at that determination you discuss the question of the band with the American Federation of Musicians?

Captain GARY. That has been done, sir. As Colonel Masters read in the letters, that was taken up with the American Federation of Musicians' Union out there in San Diego before they played at that opening of that broadcasting station.

Mr. HALL. Is that how you arrive at your policy in certain cases?

Captain GARY. No, sir.

Mr. HALL. In other words, it would seem to me that the determination there is made by someone without the Government.

Captain GARY. No, sir; that is not the way that we arrive at the policy at all.

Mr. HALL. That is, rather than the Navy Department.

Captain GARY. I do not think that has anything to do with the policy. As I said a little while ago, sir, there was no policy in the Navy Department about doing that. The matter has never come up as a matter of policy about their being consulted; that is, the union, you understand.

Mr. HALL. I understand that they have been consulted in certain instances.

Captain GARY. I am not certain about the instances in which it has been done. I have been in the Navy Department about 3½ years and on the close cases a great many of them have come to me, and I have never consulted the union.

Mr. HALL. What have you to say with respect to that policy on the part of the commandant of certain naval districts?

Captain GARY. I am not prepared to speak on that, Mr. Hall.

Mr. HALL. Do you think, in view of the regulations and the wording of the law, it is a good policy on the part of the Navy Department, through its commandants to discuss the interpretation of that policy with representatives of the American Federation of Musicians before they make the determination?

Captain GARY. I think that is the same question put in another way, and that is an expression of an opinion as to the over-all Navy Department policy, which I am not prepared to make, sir.

Mr. BULWINKLE. Mr. Chairman.

The CHAIRMAN. Mr. Bulwinkle.

Mr. BULWINKLE. So, after all, it just simmers down to this: That if everybody who asked some member or individual member of a band to play some solo at his church or some meeting, there would not be anybody left at all, would there, for duty?

Captain GARY. Not many, I do not guess, sir.

Mr. BULWINKLE. And it is left with the commanding officer, so that if he can accommodate them by letting some of these men out at various times, he does.

Captain GARY. Well, I do not think there is any well-defined policy on the matter that Mr. Harris brought up about this man playing at the church social. In that instance, as he says, he was not permitted to do it, as being contrary to the policy; but I do not think there is any written policy.

Mr. HARRIS. Captain, I understood you to say that the general policy did not permit it.

Captain GARY. Yes, sir; that is right.

Mr. HARRIS. It seems to me the general policy that does not permit a man to participate in a program of a Sunday school to which he belongs, is highly arbitrary.

Captain GARY. I did not refer to the Sunday-school class. I said an individual playing, that is not necessarily before a Sunday-school class.

Mr. HARRIS. I am speaking of a Sunday-school class of which he was a member, and had been a member for many years.

Captain GARY. There is not any general policy referring to that.

Mr. HARRIS. They would not permit him to participate in that program. I can tell you that.

The CHAIRMAN. Of course, I take, in fairness to the Navy Department, that could not be considered in determining the application of any particular organization you decided against, and necessarily you have to put a limitation on the privileges you granted and your determination could not be construed ordinarily as an act or particular type of application that is made.

Captain GARY. Yes, sir.

Mr. MURPHY. Mr. Chairman, I want to refer to the provisions in regard to the Army. I do not want to anticipate the position of the Army, but the Army has a similar provision governing it where they set forth the provisions of the law and then they say this—the law is intended to prevent competition of military personnel with civilians. I wonder if the Navy has any such circular.

Captain GARY. I do not think we have, sir.

Mr. BROWN. Mr. Chairman.

The CHAIRMAN. Mr. BROWN.

Mr. BROWN. I want to go back to the Sunday-school class for just a little while, Captain.

The members of these various service bands do not spend all of their time on active duty, do they? The ones in Washington, for instance, go to church and may even go to an Elks lodge, I do not know, or to a clam bake, or something of that kind, in their off hours.

Captain GARY. I expect so, sir.

Mr. BROWN. Is that right?

Captain GARY. Yes, sir.

Mr. BROWN. They have the privilege, when off duty, to go to church, or to go to Sunday school, or to the Elks lodge, or to a clam bake, or to join the Thomas Jefferson Walking Club, if they want to?

Captain GARY. Yes, sir.

Mr. BROWN. Now, what I want to know is, when they enjoy these privileges to which they are entitled, such as attending these different functions as individuals and citizens, during the hours they are off duty, and they are called on to get up and sing a solo or play a piano, or a fiddle, or a flute, or any instrument they might want to play, do you mean to tell me that the Navy says to them, "Now, you can't do that?"

Captain GARY. No, sir. No, sir; I do not mean to say that. I mean in this particular instance where an official request was made for this man to be detailed to this.

Mr. BROWN. To this Sunday school.

Captain GARY. Yes, sir.

Mr. BROWN. I did not understand that at all. I understood this man was a member of the Sunday school class, this program was planned and he was invited to participate; and that he wanted to participate, but said that they would have to take it up with his commanding officer, which was done, and he was denied the privilege.

Captain GARY. There certainly is not anything that will keep him from getting up and singing if he is there, sir, or playing the piano.

Mr. BROWN. How about playing the flute?

Captain GARY. I do not think that it would stop him from playing the flute, sir.

Mr. BROWN. And, he can do so whether Mr. Petrillo likes it or does not like it; is that it?

Captain GARY. I think so; I think on his own time.

Mr. BROWN. And what about two members of the band going to the same church or to the same Elks lodge, where they get up and decide to play a duet; how about that?

Captain GARY. I think it would permit them to play.

Mr. BROWN. In other words, is not the test, Captain, whether their performance interferes with employment?

Captain GARY. That is correct.

Mr. BROWN. That is the only test.

Captain GARY. That is right; and whether he can get off.

Mr. BROWN. Whether it would interfere with the man's duty.

Captain GARY. Yes, sir.

Mr. BROWN. If he is on duty, that is different.

Captain GARY. Surely.

Mr. BROWN. And, that is the real test.

Captain GARY. Yes, sir.

Mr. PATRICK. Mr. Chairman, will the gentleman yield? There is another test, whether if he wants to participate it will interfere with other people, or whether he is engaging in a contest as has already been brought out. That might come up in cases like that.

Captain GARY. Yes.

Mr. PATRICK. Or if it is commercial.

Mr. BROWN. I brought that out for the record thoroughly. I think the committee understands it.

Mr. PATRICK. You just put that out in generalities and I did not want it to stand that way.

Mr. MURPHY. Will the gentleman from Ohio yield?

Mr. BROWN. Yes.

The CHAIRMAN. Mr. Murphy.

Mr. MURPHY. Is not the problem, however, of the service the fact that the Congress has said what shall be done?

Mr. BROWN. Congress did not say that such shall not be done.

Mr. MURPHY. I am talking about competition.

Mr. BROWN. The law makes just two provisos, which I have stated to the Captain. First, that the performance does not interfere with the employment of individuals. I pointed that out. And second, it is not commercial, and so forth. In either case nothing interferes with employment of other musicians.

STATEMENT OF CAPT. LAWRENCE J. BERNARD, ASSISTANT COMMANDANT, UNITED STATES COAST GUARD

The CHAIRMAN. Captain Bernard, we will be glad to hear you.

Captain BERNARD. My name is Capt. Lawrence J. Bernard, special assistant to the Commandant, United States Coast Guard.

The Coast Guard is a service in the Navy, and as such is bound by the same rules and regulations as regulate the Navy and the general policies which have been expressed by these gentlemen apply equally to us.

I may say that we have not had any difficulty on this score. We are a much smaller organization and we have fewer bands and musicians than the other services. We have checked our records and really have not found where any protests have been made by the musicians' unions, and I do not know of any instance where we have taken it upon ourselves to consult with them in an effort to determine whether or not compliance with a particular request would be in violation of the general policy or law or regulation.

The CHAIRMAN. And has there been any instance in which Mr. Petrillo and his organization has consulted with your office or the Coast Guard as to whether or not the given program should be produced?

Captain BERNARD. I do not know of any instance where Mr. Petrillo or anybody's organization has protested against the Coast Guard taking part in a particular celebration or activity.

I think there have been occasions where members of his organization have consulted the Coast Guard. In other words, they have taken the initiative.

The CHAIRMAN. And, for what purpose did they consult you?

Captain BERNARD. Well, perhaps Captain Reed-Hill should answer that. He is in a much better position to give the details of it than I am. If I am in error, will you correct me, Captain Reed-Hill?

Captain REED-HILL. Yes, sir.

Captain BERNARD. We have had for the purpose of recruiting SPARS a show on the road for some time. They play, have played, in a number of theaters all over the country and in those instances, why, the Coast Guard received compensation from the theaters and our musicians in those instances are in direct competition with the civilian musicians, and I think there have been discussions about those situations; but for the most part those discussions have been, as I understand it, between the musicians' organizations and the theater owners. They have made the arrangements.

The CHAIRMAN. In what way were they in direct competition?

Captain BERNARD. Well, our show was put on, for example, it was down here at the Capitol Theater. The management charged admission just as they do for any other stage show that goes to the Capitol Theater, and we have musicians in the cast of the show as well as other personnel.

The CHAIRMAN. Who would get the benefit of the money paid for admission in that case?

Captain BERNARD. That goes to the Coast Guard charity.

The CHAIRMAN. And the protest was made against what?

Captain BERNARD. I do not know that there has ever been any protests in that regard. Apparently the arrangements were made between the musicians' union and the operators of the theaters.

The CHAIRMAN. Perhaps Captain Reed-Hill would like to add something.

STATEMENT OF CAPT. ELLIS REED-HILL, UNITED STATES COAST GUARD

Captain REED-HILL. Mr. Chairman and gentlemen, the arrangement we have had has been that the theaters have cleared everything with the union before ever putting the show on. Before putting the show on we came up here and talked with the Naval Affairs Committee and it was understood that we were doing it. The show has not cost the Government anything; that is, so far as transportation and subsistence of the people is concerned, but the theaters—the general rule is that they have had to pay a stand-by orchestra for the number of pieces we have, and that is the general rule throughout, wherever you put an orchestra on, or a service band, the general policy is that it is in competition with local unions, then our people will require from them a statement or will ask them if this is in competition; do you consider this is, and if it is, the organization that puts it on pays the radio station, or anybody, pays the local unions an amount

equal to the number of service people that are put on. That is the same in the Navy.

The CHAIRMAN. In the case referred to, did your organization pay for a standby orchestra?

Captain REED-HILL. No, sir; and I think most of the theaters we have played in had their own orchestra, so that has not developed; but in some places the union has been paid by the theaters. We had nothing to do with it. We never paid the union anything.

The CHAIRMAN. Would you request the theaters to do that?

Captain REED-HILL. No, sir. That is something we do not have anything to do with except that be assured that there is no question of violation of the law or competition.

The CHAIRMAN. Has it been the common practice in theaters where they do not have their own orchestra?

Captain REED-HILL. Yes, sir; if they did not have an orchestra of their own.

The CHAIRMAN. That has been the practice so far as you know?

Captain REED-HILL. Yes, sir.

The CHAIRMAN. And why?

Captain REED-HILL. Because the law says that we cannot compete and then the fourth paragraph in the policy of the Navy policy provides, which is the same as ours:

If the use of a band or orchestra, other than at official functions, interferes with the customary employment and regular engagement of local musicians, as outlined in paragraph (1) above, the band or orchestra shall not be detailed or permitted to play.

But if that is waived, does not interfere, then if they pay for it, that is called the stand-by.

The CHAIRMAN. That is on the theory that if it had not been for your show with your musicians, the local musicians might have been occupied in another show?

Captain REED-HILL. Yes.

The CHAIRMAN. Are there any other facts you think pertinent to this inquiry, any experience of your organization?

Captain REED-HILL. No, sir; I don't think so. We usually see that there is no interference by asking the local musicians' union. If there was no local musicians' union there, and there was a band that could be hired, I suppose we would ask that band if we were interfering with their chances of employment; but if the unions are there, they are the people you can contact. It doesn't make any difference if it is a musicians' union or any other union.

Mr. BROWN. Doesn't the law read "customarily and regularly employed"; not whether there is a band that might be available, one that has not been playing regularly?

Captain REED-HILL. "With the customary and regular employment by local civilians in the arts and professions."

Mr. BROWN. If you had a band that was not customarily or regularly employed, would you still go to that band and pay them?

Captain REED-HILL. We wouldn't pay them.

Mr. BROWN. Or would anybody else pay them?

Captain REED-HILL. If there was a band organized, a band that was paid and regularly employed—it doesn't have to be in one job.

Mr. BROWN. My question is where there may be a band, but it is not—the laws says “customarily employed or regularly engaged”—it is not customarily employed or regularly engaged, then what difference would it make under the law?

Captain REED-HILL. It wouldn't make any.

Mr. BROWN. Whether there is 1 band or 50 there?

Captain REED-HILL. It wouldn't make any.

Mr. BROWN. Then why do you pay a band, to clear your appearance, which was not regularly employed or engaged, as provided under the statute?

Captain REED-HILL. Well, if it was a regularly—

Mr. BROWN. Well, if it isn't. That is what I am bringing out.

Captain REED-HILL. Then we wouldn't. It would not be a commercial band—

Mr. BROWN. Oh, yes, it would be; but it is not employed regularly.

Captain REED-HILL. Yes.

Mr. PRIEST. As I understand, the Navy Department leaves that to the discretion of the local theater owner or operator as to whether or not any such arrangement will be made.

Mr. BROWN. And the local theater takes the easiest way out.

The CHAIRMAN. We thank you.

Captain LOVENTHAL. I have an additional statement I would like to make.

The CHAIRMAN. Very well.

Captain LOVENTHAL. I represent the United States Navy Band in Washington, as representative of the commandant of the Washington Navy Yard. I am responsible to him for all the engagements of the United States Navy Band, and the United States Navy School of Music in Washington, and I may state that we have a large number of engagements. The question as to whether or not music will be furnished usually falls upon my shoulders.

There are many border line cases that probably do not fall within the law. The question arises as to whether or not we shall furnish the music in those cases. Since the beginning of the war we have a liberal attitude toward this, and we have furnished in some border-line cases where we may not have if the war had not been going on.

We do that in the over-all picture for the entertainment of the public and for national defense and things of that nature.

In reference to referring matters to the union, to ask the union whether or not the United States Navy will furnish music at this place or that place, I do not. This is an executive part of the Government, and we should not ask the musicians' union whether or not we should play.

Mr. BULWINKLE. Well, do you?

Captain LOVENTHAL. No, sir; not in Washington.

Mr. BULWINKLE. Do you at any other place?

Captain LOVENTHAL. I don't know, but I have never—and I have been running these engagements for 3 years—I have never called the local musicians' union and asked permission to do anything. I have, in border-line cases, asked the people who have asked for the music to get a waiver from the union in their name and not in the name of the Navy.

Mr. BULWINKLE. What would you call a border-line case?

Captain LOVENTHAL. Well, say there is a community-war-fund luncheon at the Mayflower Hotel. Now, there is an orchestra at the Mayflower Hotel. The community war fund asks the Navy to furnish the music. Well, the question arises as to the propriety of furnishing the music. Would you or would you not? Ordinarily, if it is during a campaign of the national war fund, we furnish the music. We have been reported for furnishing music for a War bond rally at the Mayflower Hotel by the union, but we took the ground that it was cooperation with the Treasury Department in national defense.

I may state also that the local musicians' union is very fair, and they take the attitude that what we do is our business. We endeavor, as closely as possible, to follow that law, which has been read here about interference with the customary employment and regular engagement of local civilians in the respective arts, trades, and professions. The responsibility for carrying out that law rests upon the commanding officer.

Mr. HARRIS brought out the question of these men playing at a church.

Mr. HARRIS. Yes.

Captain LOVENTHAL. The Navy didn't turn them down; I turned that man down.

Mr. HARRIS. Why?

Captain LOVENTHAL. In error. I admit that was wrong. That was one individual case. The reason it was turned down—it was turned down probably in haste, without investigating it. We had at that time many requests from churches all over the city of Washington to furnish a chorus to sing for their congregations. It necessitated the use of our men on official engagements with the Government furnishing the transportation and so forth, and the requests became so numerous that we found it necessary to discontinue doing it.

It is not our policy to prevent a man from playing his own instrument in his church. If he wants to take his own instrument and go out there and play for a Sunday-school class, or for the church, that is his responsibility.

Mr. HARRIS. I can appreciate, Captain, where you have so many requests, errors can be made.

Captain LOVENTHAL. That is right.

You must understand, if we furnish music to one church in Washington, every other church has the same hold on us. We belong to the people, and if we furnish music to one church, we establish a policy, and all other churches have the same right to ask and expect to get the music. That applies to many engagements which we have to curtail, because we do not have enough music to furnish to everybody what they want.

Mr. BULWINKLE. I think that your appearance here and the explanation you have made has been very fine, and I, for one, wish to thank you.

Mr. PRIEST. I want to ask the captain one question on these borderline cases. This is a specific case—I will not mention name or place, but I would like to ask your opinion of the situation I mention.

The Elks Club regularly sponsors Flag Day exercises, and in the previous year it had hired a local orchestra, which was regularly em-

ployed for this service on Flag Day. The following year, on which Flag Day came on Sunday, this club was sponsoring a Flag Day service at a city park, and at that time they wanted the Navy Band stationed nearby to play for the services. A controversy developed there which I will not go into, but I want your judgment as to whether or not that was one of those border-line cases.

Captain LOVENTHAL. That is a border-line case; yes.

Mr. HALL. Did you hear the testimony of the previous witness with relation to the Coast Guard show?

Captain LOVENTHAL. Yes, sir.

Mr. HALL. Does that come within your jurisdiction?

Captain LOVENTHAL. No; I only handle it for the United States Navy Band and the Navy School of Music, which are under the jurisdiction of the commandant of the Washington Navy Yard.

Mr. HARRIS. I, too, want to express my appreciation for your frankness and fairness. But you said a moment ago that you had never requested or asked the union, or any officer of the union, about any engagement, but that you did sometimes ask the parties who were extending the invitation to clear it with the union?

Captain LOVENTHAL. Yes, sir.

Mr. HARRIS. From a practical standpoint, what would be the difference?

Captain LOVENTHAL. Well, a difference in principle, I guess.

Mr. HARRIS. It is a matter of clearance, either way?

Captain LOVENTHAL. It is a matter of clearance, but it is also a matter of principle. An executive department of the Government, I don't think should go on record as asking a civilian organization like a union permission to do anything.

Mr. HARRIS. I thoroughly agree with you.

Captain LOVENTHAL. In these border-line cases the president of the local union is also on a spot, because if we furnish the music his members probably will be there and see that we are furnishing the music, and they go to him and say, "Why, the Navy furnished the music. Why didn't we play there to get some money out of it?"

If the question has been cleared through him by the people that asked for the music and he has given his permission, he can say, "I know all about that. I gave permission." If we didn't get that permission, he is more or less bound by his position as being president, an elected position, to take some action, and he usually refers the matter to the headquarters of the musicians' union in New York, and they usually write a letter to the Secretary of the Navy, and it finally simmers down to me to prepare the answer. So the question arises—it is a question of keeping out of trouble.

Mr. HARRIS. Captain, I think that is an excellent explanation.

Captain LOVENTHAL. There is one thing I want to bring out about broadcasting. That is the question before the committee, isn't it?

The CHAIRMAN. Yes.

Captain LOVENTHAL. The United States Navy Band broadcasts four times a week, 30 minutes each, and we provide music for N. B. C., M. B. S., and Columbia, and the local station, WINX.

These are educational broadcasts. We are affiliated with the Office of War Information and the office of the Director of Public Relations of the Navy. We put out information on those broadcasts for

the United States Government which the United States Government wants the people to know, information of a general character. I will itemize some of the things that we "plug," you might say: War bonds, the Red Cross, the blood bank, National War Fund, recruiting of all descriptions, not only for the Navy, but for the Army, the Marine Corps, the merchant marine, the Coast Guard, Cadet Nurses—we are now plugging, trying to get nurses for the Navy.

We also put out information from the O. P. A. with reference to rationing, salvage, conservation of fuel.

We have a listening public of approximately 20,000,000, and it is an excellent means by which we can get information to the people, and that service is provided free, and we don't have any commercial advertising whatsoever. We have been broadcasting for 20 years, and to my knowledge the unions have not protested.

The CHAIRMAN. They have not protested as to this class—

Captain LOVENTHAL. Or the fact that we are broadcasting.

The CHAIRMAN. Thank you, Captain.

The next witness is Colonel Kirby.

STATEMENT OF COL. E. M. KIRBY, CHIEF, RADIO BRANCH, WAR DEPARTMENT PUBLIC RELATIONS

Colonel KIRBY. May I say at the start that due to the shortage of time of the announcement of this hearing I have been unable to procure a determination from the Bureau of the Budget as to whether or not any remarks I will make in this matter are in accord with the program of the President. Therefore anything I may say should not be considered as reflecting the views of that agency.

Mr. BULWINKLE. You are not asking for any appropriation.

Colonel KIRBY. Mr. Chairman, the Army policy with reference to the use of Army bands is based upon the law which has been quoted here, and in the enforcement of that law we have a circular in War Department Regulations which specifies the conditions under which bands may play in public, both for broadcasting and otherwise, and also stating the occasion upon which they may not play. If you would like, sir, I can read this circular. It lays out exactly the use of service bands on the air and in public.

The CHAIRMAN. You may read it.

Colonel KIRBY (reading):

II. PARTICIPATION OF ARMY BANDS AND INDIVIDUAL MUSICIANS OFF MILITARY RESERVATIONS

2. *Competition with civilian bands.*—*a.* No enlisted man in the active service of the United States in the Army, * * * whether a noncommissioned officer, musician, or private, shall be detailed, ordered, or permitted to leave his post to engage in any pursuit, business, or performance in civil life for emolument, hire, or otherwise, when the same shall interfere with the customary employment and regular engagement of local civilians in the respective arts, trades, or professions (see 35. act June 3, 1916 (39 Stat. 188; 10 U. S. C. 609)).

b. This law is intended to prevent the competition of military personnel with civilians.

3. *Instructions governing.*—The following instructions pertaining to the use of bands or individual musicians which conform to the law quoted above will govern:

a. Bands or individual musicians may be furnished on the following occasions:

(1) All military uses and occasions; that is, whenever or wherever a service band functions as part of the Nation's military forces.

(2) All uses upon military and naval reservations, military and naval vessels, and other places or circumstances where a band is on duty with service forces.

(3) Official occasions attended by the superior officers of the Government and of the Army, Navy, and Marine Corps in their official capacities and in the performance of official duties, but such occasions do not include social occasions and entertainments, such as dinners, luncheons, etc., given by civilians or civic associations with such officers as guests.

(4) The occasions under (1) and (3) may include ceremonies in which music is an appropriate part. In such cases the music may be broadcast with the other features of the official program for the occasion.

(5) Broadcasts from a military reservation of concerts by Army bands and music furnished by an Army band as part of an entertainment program when such program conforms to (2) above.

(6) Broadcasts off a military reservation of concerts by Army bands or any part thereof for purely recruiting drives when not a part of and not connected in any way with a commercial enterprise.

(7) Musical programs at any United States hospital for the entertainment of its inmates.

(8) Concerts in the Capitol grounds, Capitol Building, and public parks of the City of Washington only.

(9) At free social and entertainment activities conducted exclusively for the benefit of enlisted men and their guests in service clubs and social centers maintained for the use of enlisted men in the vicinity of military reservations. Since it is contemplated that such service will not be furnished when it would interfere with the normal military duties of bandsmen, furnishing of musicians on such occasions is discretionary with the commanding officer having jurisdiction in the matter.

(10) For parades and ceremonies incident to national gatherings of officers of the Army of the United States, veterans and patriotic organizations. These occasions do not include dinners, dances, or luncheons.

(11) At public rallies and parades held exclusively for the sale of War Bonds and Stamps. If admission is charged the entire proceeds must be used for the purchase of stamps and bonds. The commanding officer having jurisdiction may determine the extent of participation with due consideration being given to interference with training. The cost of transporting the band for such activities may be charged against appropriated funds.

(12) At public rallies and parades to stimulate munitions production. This applies particularly to such celebrations held at manufacturing plants in connection with plant awards.

(13) The Army Relief, the Army Emergency Relief, and the National Red Cross, when the entire proceeds are donated to these agencies. Local charities and community chests are not included.

(14) *a.* At official occasions and free social and entertainment activities held either on or off the post, provided that such free social and entertainment activities are conducted exclusively for the benefit of officer personnel and their guests. The furnishing of bands or musicians on such occasions is discretionary with the commanding officer having jurisdiction in the matter.

b. Bands or individual musicians will not be furnished on the following occasions:

(1) For civic parades, ceremonies, expositions, etc., except as provided under a (11) and (12) above, regattas, contests, festivals, local baseball or football games, activities or celebrations, and the like.

(2) 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) For any occasion that is partisan or sectarian in character or purpose.

(4) For civilian clubs, societies, civic or fraternal organizations.

(5) For so-called charitable purposes of a local, sectarian, or partisan character or any so-called charity that is not of a national character.

(6) For broadcasts off a military reservation, except as stated in a (6) above.

(7) Any occasion where there will in fact be competition with civilians.

3½. *Responsibility for enforcement of instructions.*—The enforcement of the instructions in paragraph 3 is a command function and the responsibility therefor rests with appropriate commanders.

I might say that about the only difficulty we have had in recent years—some 2 or 3 years ago, when the Army-Navy E awards were

established, we had a variance of opinion with several local unions. One I particularly remember was in Detroit, and the problem presented there was this: It was a large plant which employed three shifts of workers, and they had been awarded this Army-Navy E award for good work, and it was the desire of both the Army and, I recall, the Navy, to have a proper ceremony which would stimulate production and keep people on the job and give them the recognition they felt due. They desired to have in connection with this ceremony the Army band. The local union said that would be a violation of this regulation and that a local civilian band would have to be employed, and, furthermore, that if the ceremonies were broadcast and a local civilian band was not employed, they threatened some reprisal.

We took the matter to the Judge Advocate's office, which gave a ruling which seemed to straighten out the matter; that is, that Army-Navy E award ceremonies are a military ceremony and therefore bands can be used for such occasions.

We have had very little difficulty that I can recall in the last year or so.

I might also make a distinction here. These regulations cover what we call service bands, the official service bands.

Now, we have within the Army certain glee clubs, some little organization that will be developed by the men voluntarily. Company D may get up a glee club of its own, or have a little five-man dance unit, and that sort of thing. Those men can play on their own time, when it doesn't interfere with duty. They can go around to the different organizations where they are invited to go, and we have had very little difficulty or protest that that is in any way interfering with civilian employment.

The same policies apply on the radio. We do not permit a serviceman to go on a commercially sponsored show, but we will permit the occasional appearance of these individual entertainment units that the men themselves have gotten up, and we specify that in the Radio Guide that goes out to public-relations officers, which carry in detail these different instructions I have mentioned.

I have a copy of that here if you wish.

The CHAIRMAN. That may be filed with the committee.

Mr. MURPHY. There is one pertinent point that I think you could very well add. That is, section 4, the Army's policy. I will read it, if I may:

It is not the policy of the War Department for officials of the Army to ask permission from or the approval of musicians' unions for Army bands to play on or off military reservations.

Colonel KIRBY. Yes; I overlooked reading that. It is the last one mentioned here. That is part of our regulations. We do not go to the union at all. Of course, that is for clearance. If, for example, we had an inquiry from a radio station or a plant, where a protest was being made about the appearance of a service band, we simply tell the commanding officer involved that that is in accord with regulations, and we will protect both him and the station, if necessary.

Mr. PRIEST. Just one observation. Colonel Kirby identified himself when he started his testimony as being in charge of radio service in the Army. I want further to identify him as a very distinguished fellow townsman and to say that down in Nashville we are right proud of the record he has made in the radio service of the Army.

The CHAIRMAN. Thank you.

Mr. Maddy, will you take the stand now? Mr. Maddy, the members will recall, was on the stand yesterday and had completed his statement. He is ready now to respond to questions.

**FURTHER STATEMENT OF JOSEPH E. MADDY, PRESIDENT,
NATIONAL MUSIC CAMP, INTERLOCHEN, MICH.**

Mr. MADDY. Mr. Chairman, may I refer to the amendments that I suggested, which I left out in the reading of the statement? You will find those on the bottom of page 7.

After hearing the testimony of Commissioner Porter of the F. C. C.—I have a feeling that these amendments I have to suggest, as well as the amendments that were suggested yesterday morning, are possibly not needed. If the bill will do, as Chairman Porter seems to feel it would do without amendments, it would be far better to leave it as it is.

There are one or two comments I would like to make, because I have been on the firing line in this dispute, and have had a little bit to do with the drafting of this bill.

It was suggested yesterday morning by Representative Dondero that the word "noncommercial" be taken out on page 2, in lines 2, 10, and 15.

I would like to differentiate between a noncommercial educational program and an educational broadcast. I would like to cite two instances in my experience, which I believe would clarify the distinction.

For a number of years the National Broadcasting Co. carried a weekly feature on Sunday morning, which in the parlance of the broadcaster is called a sustaining program. It was called Music and American Youth. It was broadcast from 11 to 12, eastern standard time, on a coast-to-coast network. For 2 years I was in charge of that program. It consisted of a musical program from a different city of the United States each week, one week it would come from Virginia, next week it might come from Minneapolis, Minn., or California. It consisted of a demonstration of the type of music being taught in the schools of that community, or in certain schools or colleges, with a brief talk by the college president or the Governor, or the superintendent of schools on the value of musical education to the children of that community.

That is strictly a noncommercial educational broadcast. That program was on the air for 8 or 9 years and was taken off by Mr. Petrillo in 1942 at the issuance of his order.

Another type of educational program is one wherein they go to the different colleges and have the students broadcast. I can give a specific example of that type of program with which I was connected with at one time.

For a number of years I was in charge of the State and National school band and orchestra contests. Because of that connection and my familiarity with the different school bands and orchestras throughout the country, a member of an advertising agency approached me to get up a program featuring these school bands and orchestras throughout the country. I suspicioned they were trying to get free music. I got up a presentation which I submitted to them, and it is in the files of the National Broadcasting Co. now. The program I

outlined would include 20 minutes by the best school band of the community, followed by some individual performance by the best individual musician, as a result of contests among the school musicians, and the public was supposed to vote on certain scholarship awards which would be given to the ones considered best. That was to be followed, in my presentation, by a program by the leading professional symphony orchestra of that locality, say the St. Louis Symphony Orchestra, that orchestra to be paid for that performance, which would be a full hour's performance. It would act as a standby, as well as a performing group. That would have cost about \$2,000 a program, the way I wanted to do it. That is commercial educational program.

If you take out the word "noncommercial" from this bill, it would permit the broadcasting of such programs from schools as commercial programs sponsored by a commercial agency. I believe that to take out the word "noncommercial" from this bill would damage it very much, as it would be injurious to the legitimate interests of the professional musicians of this country.

Mr. BULWINKLE. I would like to ask you about line 11. I have sympathy with your objection. Beginning in line 11, with the words "unless such interference," and so forth. Explain that.

Mr. MADDY. I was coming to that. I am responsible for that clause in this bill. When this bill was sent to me for my approval, my attorney said that this bill, without such a clause, would be unconstitutional, inasmuch as it would prohibit the right of radio-station employees to strike under any circumstances if they had a noncommercial educational program on its schedule. It certainly is not my intention or anybody's intention here to interfere with labor's right to strike under legitimate conditions, and in order to save that right I inserted that clause which reads—

unless such interference, work stoppage, or group action is part of a general action for other purposes and is of general and broader nature or purpose than to prevent or interfere with the broadcasting of such noncommercial educational and cultural programs.

That was the purpose of that provision. If you change the wording to "whether or not," as suggested, it would change the meaning of the whole thing and render the bill unconstitutional in the opinion of my attorney.

Mr. BULWINKLE. The only idea you had in inserting that part of the sentence was that you did not want to interfere with strikes by any organization that might come under it.

Mr. MADDY. That is right. I wanted to protect labor against any provision that would interfere with the right to strike for legitimate purposes.

Mr. BULWINKLE. Do you think that you will make it constitutional by putting that in here?

Mr. MADDY. I don't know. You folks know much more about that than I do. I was trying to protect labor as well as education. I am very much concerned with the future of professional musicians. I don't know what we would do without a musicians' union. The fact that it is in the wrong hands right now does not make it a bad organization. I think it could be made a fine organization. I am a member and have been for many years, although I don't know whether I can be much longer. I may be thrown out.

Mr. BULWINKLE (reading) :

unless such interference, work stoppage, or group action is part of a general action for other purposes—

What do you mean by "other purposes"?

Mr. MADDY. There are others affected by this bill; musicians, electricians, announcers, and other employees of a radio station might go on a strike for higher wages. If there happened to be an educational program scheduled during that strike, this provision would protect the strikers from the penalties of the law. Otherwise, they would have to go back and put on this particular educational program and then go back on strike again.

Mr. BULWINKLE. It continues "and is of general and broader nature or purpose." What do you mean by "general and broader nature"?

Mr. MADDY. A general strike against a radio station.

Mr. BULWINKLE. What do you mean by "nature"? Just the word "strike"? Didn't you want to use the word "strike" when you put it in there?

Mr. MADDY. It implies the same thing, any kind of action a labor group might want to take against a radio station that would be of a more general nature than merely to try to stop a noncommercial educational program.

Mr. PRIEST. Mr. Chairman, Dr. Maddy just answered the question I was about to ask. That is, assuming a general strike may be on, and a noncommercial program was scheduled at 10:15 in the morning, as I understand it unless a provision of this sort is in the bill, it is your opinion that those engaged in the strike would have to come back into the station, put on that program, and then resume their strike, if they desired to—but at least they would have to come back or be subject to the penalties provided in this bill, without this language?

Mr. MADDY. That was the opinion of my attorney.

Mr. PRIEST. That was my understanding of what you had in mind.

Mr. BULWINKLE. Did you draw this bill?

Mr. MADDY. No; the bill was sent to me. I made certain suggestions.

Mr. BULWINKLE. Who drew it?

Mr. MADDY. I do not know. I used the word "noncommercial," because that is the phraseology or term used by the Federal Communications Commission in all its literature.

The CHAIRMAN. If you were thrown out of the union on account of your activities in this case, would you still think the union was acting within its rules?

Mr. MADDY. Under the A. F. M. constitution Mr. Petrillo has the right to throw anyone out.

The CHAIRMAN. Where is the provision that gives him that authority?

Mr. MADDY. I quoted that yesterday.

The CHAIRMAN. Would you mind reading that again?

Mr. MADDY. This is from article 1 of the bylaws of the American Federation of Musicians:

It shall be his duty and prerogative to exercise supervision over the affairs of the federation; to make decisions in cases where, in his opinion, an emergency exists; and to give effect to such decisions he is authorized and empowered to promulgate and issue executive orders, which shall be conclusive and binding

upon all members and/or locals; any such order may by its terms (a) enforce the constitution, bylaws, standing resolutions, or other laws, resolutions, or rules of the federation; or (b) may annul and set aside same or any portion thereof, except such which treat with the finances of the organization and substitute therefor other and different provisions of his own making, in which case such change shall be published in the next issue of the International Musician after its promulgation; the power so to do is hereby made absolute in the president when, in his opinion, such orders are necessary to conserve and safeguard the interests of the federation, the locals, and/or the members; and the said power shall in like manner extend to and include cases where existing laws are inadequate or provide no methods of dealing with a situation.

I believe that gives him the right to expel any member of the union.

Mr. BULWINKLE. Did you give him that power to do so?

Mr. MADDY. No.

Mr. BULWINKLE. Were you a member of the organization when it was given?

Mr. MADDY. No. I did not give him the power. I was a member; yes.

Mr. BULWINKLE. Did you object to it.

Mr. MADDY. I had no opportunity to object. The organization is not a democratic organization. I never saw a copy of the constitution and bylaws until I got a copy last week by rather circuitous methods. I wouldn't like to state where I got it.

Mr. BOREN. And you mean to say that is the kind of organization you are proud to be a member of?

Mr. MADDY. It was at one time a democratic organization. I am trying to make it a democratic organization again. You can't do that by getting out of it.

Mr. BOREN. When was it a democratic organization?

Mr. MADDY. When I joined it in 1909, and up until about 1920.

Mr. BOREN. You are still an active member?

Mr. MADDY. So far as I know. I recall, in Chicago, before Mr. Petrillo took over, it was very difficult to get a union meeting. They would call a union meeting, and nobody would come. That makes for the sort of a situation where a dictator can step in and take over. The only way they could hold a meeting of the union was to get a group together, lock the doors, and announce: "Nobody is allowed to leave; we will have a union meeting." With that kind of a situation, there is no wonder that they accepted a dictator.

The CHAIRMAN. Have you finished your statement?

Mr. MADDY. I would like to say, since the Federal Communications Commissioner has approved of this bill, and the Attorney General of the United States has said he believes it would do what it is supposed to do, I would rather see the bill enacted without any amendment.

The CHAIRMAN. I am satisfied the committee feels the necessity of further revising the bill and considering the scope of its application, and to carry out this purpose will require detailed consideration of the bill. We will be glad to have recommendations from any person interested before we finally act upon the measure. I am giving notice today that the committee is going to engage in that activity.

We will give consideration to your suggestion.

Mr. HALLECK. Mr. Chairman, I would like to inquire about certain provisions of this bill. Possibly Mr. Maddy can advise us. In section 330, it is apparent that there are two provisos for unlawful con-

duct. And then directing your attention to line 11, on page 2, there is there, beginning with "unless such interference, work stoppage or group action," and so forth, which seems to provide an exception to the conduct otherwise made unlawful. What I would like to know is, is that provision for an exception applicable to both of the provisions for unlawful conduct, or just to the latter?

Mr. MADDY. It should apply to both.

Mr. HALLECK. We can fix it so that it will or will not. What I would like to know is, Should it apply to both?

Mr. MADDY. I would think it should; yes.

Mr. HALLECK. Mr. Maddy, if you were not interested directly in the Interlochen operation, would you still be as interested in this matter as you are?

Mr. MADDY. I have been very active in trying to keep peace between the musicians' union and the music educators for the past 25 years, long before Interlochen was ever dreamed of. I have prepared a statement entitled "My record as a member of the A. F. M.," which I believe has been distributed to the members of the committee.

Mr. HALLECK. I have just been reading that. It would appear from that that sometimes you have been right vigorous on the side of certain union restrictions and limitations, which possibly is to your credit, I don't know, although it might be subject to some contention that you have not been as vigorous against some of these activities as you might have been.

Mr. MADDY. I have always been against the practices of the union that I considered bad for the union and for the people of America.

Mr. HALLECK. What, generally, do you find is the attitude of the individuals in the musicians' union with respect, say, to this order of Mr. Petrillo against your operation?

Mr. MADDY. I have never been able to find anyone who would admit to me that he was for Mr. Petrillo's banning of the broadcast from Interlochen, but they all say they are afraid to speak out loud on that.

Mr. HALLECK. Have you talked to some of them?

Mr. MADDY. A great many of them.

Mr. HALLECK. You have talked to a great many of them?

Mr. MADDY. Yes.

Mr. HALLECK. About your problem and your difficulties?

Mr. MADDY. Yes. Only last week I met up with the Minneapolis Symphony organization, which was on the road. I played with the Minneapolis Symphony Orchestra a great many years ago, and about 25 members of the orchestra, including my own brother, had a meeting in Battle Creek last week and talked about Petrillo. They said, "We think it is terrible to ban those broadcasts from Interlochen." However, they all seemed to think it was fair enough to tax recordings. They thought they were going to get some of that money in pensions.

Mr. BULWINKLE. Mr. Maddy, in your opinion, does this bill apply to other things besides music?

Mr. MADDY. Yes; it does.

Mr. BULWINKLE. For instance, in a case that I might cite; if I wanted to give a violin recital, which I would call cultural and educational, and they raised objection, the broadcasting company wouldn't take it?

Mr. MADDY. The broadcast company might refuse you for fear of union reprisals.

Mr. BULWINKLE. It could by the law—somebody might protest against it.

Mr. MADDY. Would you be representing a tax-exempt noncommercial educational—

Mr. BULWINKLE. Yet I am trying to find out. This bill is broader than just music, is it not?

Mr. MADDY. Yes.

Mr. BULWINKLE. It takes in the whole field?

Mr. MADDY. It takes in all noncommercial educational programs, which might be plays put on by school children, speeches put on by school children, or by faculty members.

Mr. ROGERS. Unless they belong to a tax-exempt institution, according to this bill.

Mr. MADDY. Yes. The original bill drawn specified "recognized educational institutions." I attempted to define that by calling it "academically accredited tax-exempt educational institutions." That defines an educational institution that is an educational institution beyond any doubt.

Mr. ROGERS. You wouldn't have any objection if that "tax-exempt" was taken out?

Mr. MADDY. The "tax exempt" could be taken out and it wouldn't affect this bill at all.

Mr. ROGERS. The reason I say that, there is an institution in the State of Florida that I know of—you have a son attending it—that has recently been taxed, and under this bill they could not put on a program, unless you wanted to modify this by leaving out "tax exempt."

Mr. MADDY. "Tax-exempt" could be left out, if it was an academically accredited institution. I think that would suffice.

Mr. BECKWORTH. Down in Dallas we have the Stamp-Baxter Music Co., and for many years they have supplied quartets which sing and entertain throughout the South. So far as I know there is no accredited standing to that institution in the sense that college courses are accredited. Each summer they teach students for about 6 weeks, and they have students from all sections of Texas, from Oklahoma, and the South. What would you do with an institution of that type?

Mr. MADDY. I don't know enough about the institution.

Mr. BECKWORTH. I will describe it to you.

Mr. MADDY. Do the students receive school credit?

Mr. BECKWORTH. So far as I know it is not accredited.

Mr. MADDY. It would be pretty difficult, then.

Mr. BECKWORTH. But it is an institution that is well known, and lots of singers have been trained there, primarily in gospel music.

Mr. MADDY. It might easily become accredited if it is conducting educational courses that are acceptable for school credit.

Mr. BECKWORTH. My point is, If it is not accredited, what would you do with it?

Mr. MADDY. Get it accredited.

Mr. BECKWORTH. Well, I don't know about that. We have a fine commercial college in Texas that has been in existence over 40 years, and one man has been president of it since 1908. It is not accredited in the sense that a college is accredited.

Mr. MADDY. How would you describe an educational institution?

Mr. BECKWORTH. That is what I am asking you. Would you object to a provision being in this bill that would take care of an institution like the two I have mentioned, even though they are not accredited?

Mr. MADDY. I would have no objection. I just wanted to define "educational institution" so that everyone would know what is meant.

Mr. BECKWORTH. The Commercial College also has taught radio since about 1922, and for the Army has trained some 2,000 radio operators since the war began, to my certain knowledge. The college, so I understand, has featured some radio programs from time to time. Again I say it is not accredited. Would you have any objection to including a provision that would permit that type of institution to sponsor at any time a program?

Mr. MADDY. No.

Mr. BECKWORTH. I wouldn't think so.

The CHAIRMAN. Mr. Maddy, I will ask you some questions about your organization. Our time is rather brief and I would appreciate it if you would answer them as briefly as you can.

How is your plan financed?

Mr. MADDY. From the tuitions paid by the students, from donations and from earnings of a small summer hotel that we operate, and appropriations from the State Legislature of Michigan.

The CHAIRMAN. How much are the tuition fees?

Mr. MADDY. \$300 for 8 weeks' tuition, which includes the clothes they wear, board, the use of all the musical instruments, library, and all the facilities of the camp. It includes instruction in everything, except private lessons. If they want private lessons, they may take them by paying a private-lesson fee.

The CHAIRMAN. It includes uniforms and everything—

Mr. MADDY. It includes everything. It doesn't cost as much to provide facilities for the university students. You do not have to provide such close supervision. This cost amounts to about \$100 for board, and \$60 for the use of instruments and other camp privileges, plus the tuition which is paid to the University of Michigan for whatever courses they take. The cost to the university students amounts to from \$200 to \$230.

The CHAIRMAN. What is the relation of this camp to the University of Michigan?

Mr. MADDY. The University of Michigan conducts about 40 courses at the camp. Last summer there were 186 college students enrolled.

The CHAIRMAN. How near is the university?

Mr. MADDY. Two hundred and fifty miles. The university offers these course there because they have the advantage of these very fine instructors, members of the musicians' union, whom they could not afford to have at the university because they do not have enough students of any particular instrument to support full-time instructors. Yesterday you saw in the movie the oboe teacher working with five students. The university could not afford to have such a teacher, but the university can combine with the camp and afford such a teacher. They can't afford to have such teachers for one or two students, but by putting them in with the larger number in the high school and junior camps the university students get superior instruction.

The CHAIRMAN. Is the camp confined to the summer courses?

Mr. MADDY. Yes, sir; summer courses only.

The CHAIRMAN. How many instructors have you?

Mr. MADDY. Fifty—twenty-eight of whom are members of the American Federation of Musicians.

The CHAIRMAN. All paid?

Mr. MADDY. All paid; yes.

The CHAIRMAN. Do you have any volunteer instructors?

Mr. MADDY. Yes, guest conductors, like Walter Damrosch and Frederick Stock, great musicians, who come and conduct for a week. They are never paid.

The CHAIRMAN. Why so many instructors?

Mr. MADDY. We provide, as I said a moment ago, a full time artist instructor for every instrument in the band or orchestra. There is no other music school in America that does that.

The CHAIRMAN. How many pupils attend this camp?

Mr. MADDY. Last summer there were 650 high school and junior campers, and 186 university students, plus about 275 part-time, short-period students, taking courses offered to high-school students by the university.

The CHAIRMAN. Where do those students come from?

Mr. MADDY. About 80 percent of them come from outside Michigan, about half of them from the South, about 20 percent from the State of Michigan.

The CHAIRMAN. What salaries are paid the instructors in these classes?

Mr. MADDY. From \$75 to \$300 a week.

The CHAIRMAN. Are there many of the \$300 men?

Mr. MADDY. Only one, Percy Granger.

The CHAIRMAN. About how much is the total paid for instructors?

Mr. MADDY. Something over \$25,000 in salaries last summer. I could give you a break-down as to the percentage of the tuition fee that went to each department.

The CHAIRMAN. You may insert that when you revise your statement.

Mr. MADDY. Of the total fees 25.5 percent was paid out for instruction last summer.

The CHAIRMAN. What was done with the other funds received from the camp?

Mr. MADDY. There are items of depreciation, counsellors' salaries, supplies and expenses; food, 21.1 percent; general maintenance, 10 percent; and administration and supervision, 13 percent.

The CHAIRMAN. Do you have stockholders in your organization?

Mr. MADDY. No, it is a nonprofit organization. I have passed out the articles of incorporation. I would like to refer to article 10. This shows that provision is made for this property to revert to the State of Michigan to be disposed of by the legislature if anything happens to the organization as it is operating at present.

The CHAIRMAN. There is no distribution of the funds except in salaries and expenses?

Mr. MADDY. That is all.

The CHAIRMAN. Does the State maintain it?

Mr. MADDY. Since 1939 each session—each session of the State legislature has made an appropriation, but always for some specific purpose. They have always given everything I have asked, but I have never asked for anything except motion pictures like the ones we saw yesterday and for broadcasting expenses.

The CHAIRMAN. Is the income of the institution tax exempt?

Mr. MADDY. Yes.

The CHAIRMAN. In whose opinion?

Mr. MADDY. The United States Attorney General and the attorney general of Michigan.

The CHAIRMAN. On what basis was the exemption made?

Mr. MADDY. As a nonprofit educational institution.

The CHAIRMAN. What property does the organization own?

Mr. MADDY. About 500 acres of land and 153 buildings now. We have funds contributed for several other buildings, but we have not been able to build them yet.

The CHAIRMAN. And what is the total capitalization of the school?

Mr. MADDY. Between \$350,000 and \$400,000.

The CHAIRMAN. Is the camp paid anything for broadcasting these Nation-wide broadcasts?

Mr. MADDY. I mention one in my prepared record wherein we were paid for the first broadcast we ever made. By special permission from the national executive board of the musicians' union, the camp was paid for the first broadcast we ever made, but I agreed not to ask for that privilege again.

The CHAIRMAN. Have any broadcasts been made since the ban by Mr. Petrillo?

Mr. MADDY. Since the ban by Mr. Petrillo?

The CHAIRMAN. Yes.

Mr. MADDY. There is a station at Lansing, Mich., operated by an educational institution, Michigan State College, which is not subject to Mr. Petrillo's rule. We have been broadcasting over that station about 4 hours a week, which is about eight times as much broadcasting as we did over the network. That is just as good for Interlochen, because the students get more radio training.

The CHAIRMAN. Do you understand that under the present rules of the musicians' union Mr. Petrillo has the right to order members of the union not to be employed at your camp?

Mr. MADDY. I left as an exhibit yesterday a photostatic copy of the letter of instructions to his union. I believe I read extracts from it. Would you like to hear it again?

The CHAIRMAN. You may read that extract.

Mr. MADDY (reading):

Under the laws of the American Federation of Musicians its members are prohibited from rendering services for any one or any establishment on its national unfair list. This, of course, means that members cannot teach, coach, conduct, or play an instrument, etc., at the National Music Camp of Interlochen.

The CHAIRMAN. And according to your view, that would bar employment of union members by your organization?

Mr. MADDY. Yes; this is an order to that effect.

The CHAIRMAN. That was from his last instruction?

Mr. MADDY. Yes; it was made on January 19, and the local unions were notified on February 7, 2 weeks ago.

The CHAIRMAN. Have you made any response to that communication?

Mr. MADDY. No; there isn't any use. We have never had replies from him. I was advised by a local union official to go down and see Mr. Petrillo and ask him to relent. I am not doing that.

The CHAIRMAN. Then you have no remedy from this——

Mr. MADDY. Apparently not, unless this law is passed; unless there is some law that will protect us.

The CHAIRMAN. Are there any other music camps in the country similar to this one at Interlochen?

Mr. MADDY. There have been altogether probably two or three hundred, but I know of only one or two that are operating now. There is one up in New York State. Is there still one down in Texas?

Mr. BECKWORTH. Not that I know of. There could be and I wouldn't know about it.

Mr. MADDY. I helped to get one started down near San Antonio one time.

Mr. BECKWORTH. What was that?

Mr. MADDY. It was down where the deer run across the road when you drive through at night.

Mr. BECKWORTH. That must be Kerrville. I do know of a camp at Kerrville where young people go each summer which is somewhat similar to the one you head. I can conceive of an activity, just as you describe, taking place at Interlochen, being carried on there. It occurs to me that there is or has been a camp at Kerrville which features the teaching of music.

Mr. MADDY. I have helped organize camps in Georgia, California, and other States.

The CHAIRMAN. In referring to the number of camps that have been discontinued, do you mean to infer that this regulation by Petrillo was responsible in any way for that?

Mr. MADDY. I don't believe so. No; it is just that they did not have the proper financial backing, or anybody who was willing to live and die for them. Interlochen has been bankrupt time and again.

The CHAIRMAN. To what extent are the schools of the country engaged in broadcasting at the present time?

Mr. MADDY. Not at all because of the recent order of Petrillo, but they were doing this Sunday morning broadcast I spoke of, "Music and American Youth," and an occasional broadcast here and there, but since Petrillo has become president of the American Federation of Musicians they have stopped all of those except those over the small local stations that have no closed shop agreement with the union. All the larger stations have a closed shop agreement.

The CHAIRMAN. Does that order bar local symphony orchestras from going on the air?

Mr. MADDY. Local symphony orchestras?

The CHAIRMAN. Yes.

Mr. MADDY. Not if they are union musicians.

The CHAIRMAN. Not if what?

Mr. MADDY. Not if the members of the symphony are union musicians.

The CHAIRMAN. What I meant was school organizations, high school, junior college, and university. Do they bar such organizations?

Mr. MADDY. Yes, all of them are barred from any network programs, and all of them are barred from any radio station that has a

closed shop agreement with the union. That includes all the larger stations, San Francisco and Los Angeles, for example.

The CHAIRMAN. I believe that is all.

I have received a telegram from Mrs. Malcolm McClellan, chairman of legislation, National Congress of Parents and Teachers, which reads as follows:

JACKSONVILLE, FLA., February 23, 1945.

HON. CLARENCE F. LEA,

Chairman, House Committee on Interstate and Foreign Commerce.

The National Congress of Parents and Teachers urges passage of S. 63 to amend the Communications Act of 1934 to prohibit interference with broadcasting of noncommercial cultural or educational programs. School children should not have to suffer present interference with broadcasting of their programs. Please insert this in record of hearing.

MRS. MALCOLM MCCLELLAN,

Chairman of Legislation, National Congress of Parents and Teachers.

The CHAIRMAN. I also have a statement from Stanley E. Hubbard, president and general manager of KSTP, which may become a part of the record.

(The statement is as follows:)

STATEMENT ISSUED BY STANLEY E. HUBBARD, PRESIDENT AND GENERAL MANAGER OF KSTP

For nearly 11 months we have been fighting Petrilloism and defending the American principle of freedom. We have sought justice through the proper legal and administrative channels afforded us—the State labor conciliator, the Federal labor conciliator, the regional War Labor Board, and the National War Labor Board—and we have had unqualified decisions from every one of these agencies but to no avail because Petrillo has demonstrated to the world he has more power than all of them. He has circumvented our courts and defied the regional and National War Labor Boards. He has successfully and daringly defied the President of the United States. Now he is successfully defying and outwitting Congress by his recent action barring high-school children from the air.

The American public and the working men and women of America, as well as the majority of the unions, have told us that they are with us in this fight but in these 11 months the Government has done nothing to force Petrillo to change his demands and methods.

While our boys are overseas fighting for freedom, we at home are losing our independence. Individualism is gone. We have fought for a fundamental American principle but after all these months it has been made quite clear to us that the Government is unable to assist us. As long as matters are as they are at present, we had no alternative but to at least temporarily accept the situation. We, therefore, have capitulated and accepted Petrillo's terms and have today signed a contract with his union acceding to his demands that we employ men under contract regardless of whether or not we need them. If the Petrillo system of forcing an employer to contract for men he does not need, and to pay royalties directly to the union because union members are employed in the manufacture of his commodity, is adopted by other unions, it means the finish of American business.

We fully recognize the reasonable rights of labor and by the same token labor should recognize the problems and rights of management. The difficulty which exists today in our country is that labor and management cannot deal on a parity. The remedy to this situation lies in the hands of the legislative branch of our Government and that is where immediate relief should be worked out.

FEBRUARY 16, 1945.

The CHAIRMAN. Dr. Dushayne was expected to be a witness here. It is possible that he may be heard later, but he has made the request

that if he is not heard as a witness, he may have the privilege of filing a statement. That may be done.

Mr. MADDY. Mr. Chairman, may I insert two pages of information concerning the music camp? These may answer questions that may be asked. One is about my remuneration as president of the camp. I have been accused of making a million dollars from it. The other is a financial history of the camp, showing the amount of its indebtedness, and how it is financed.

The CHAIRMAN. You may include that. You have a right to revise your statement, if you wish.

(The matter referred to is as follows:)

REMUNERATION OF J. E. MADDY FROM NATIONAL MUSIC CAMP

When the National Music Camp was founded in 1928, as a nonprofit corporation, the salaries of the officers were established temporarily as follows:

Joseph E. Maddy, president and musical director, \$2,000 annually.

Willis Pennington, business manager, \$2,000 annually.

Thaddeus P. Giddings, vice president, \$1,000 annually.

Mr. Pennington had asked for \$5,000 but we decided to keep all salaries to a minimum until such a time as the camp might become financially stable and free from pressing indebtedness. At that time, 1928, my salary from the University of Michigan was \$6,000 per year and I was receiving about \$3,000 per year from royalties on published works, in addition to payment for teaching during the summer months. (I taught at Columbia University during the summer of 1927 and at other universities for a number of summers prior to 1927.)

The conduct of the camp required more and more of my time and attention as the organization developed and I assumed entire management of the undertaking. I was forced to curtail some of my university work and to practically stop writing for publication. In 1934 my university salary was reduced to \$3,500 per year, and by 1942 royalties on publications had dwindled to around \$800.

Because of the world-wide depression the camp was unable to meet its financial obligations and meet the interest payments at 7 percent. In 1934 a reorganization was affected whereby interest was reduced to 3 percent and payments drastically reduced for a 10-year period.

Although my personal income had been reduced from \$11,000 to \$6,300 per year, it became necessary for me to advance more than \$3,000 to the camp in 1937 to save the institution from bankruptcy.

In 1941 my National Music Camp salary was raised to \$2,500 with a provision that I should receive an additional \$500 if I succeeded in reducing the camp's indebtedness by at least \$10,000. This bonus plan was adopted for the purpose of focusing my attention on debt reduction rather than providing additional opportunities for the campers. My thoughts and interests were always with the students and some of the directors of the camp thought I should seek donations toward the debt rather than for buildings and equipment—an extremely difficult thing to do.

The indebtedness was reduced \$10,000 in 1941 and I received the \$500 bonus. I contributed \$1,000 to the debt-reduction fund of the camp that year.

My National Music Camp salary was raised to \$3,000 in 1942, with the bonus arrangement still in effect. Another \$10,000 reduction in indebtedness that year enabled me to earn the \$500 bonus, and again I contributed \$1,000 to the debt-reduction fund of the camp.

The years 1943 and 1944 were affluent years for the National Music Camp and I received bonuses amounting to \$1,372 in 1943 and \$2,737 in 1944—based on 5 percent of the amount by which the camp's indebtedness was reduced those years.

Having placed the camp on a solid financial basis by the end of the 1944 season, the trustees decided to abandon the bonus arrangement and establish my salary at a figure that would bring my income back to the 1928 level, or \$6,500 per year.

FINANCIAL HISTORY OF NATIONAL MUSIC CAMP

In 1926 I organized the first national high school orchestra, a group of 230 high-school musicians selected from more than 30 States, for the purpose of demonstrating the possibilities of school orchestras to the delegates of the Music Educators National Conference assembled at Detroit. The following year, 1927, I organized a similar group for a demonstration at the convention of the school superintendents of the country, at Dallas, Tex.

These children sold the idea to the superintendents and since that time school bands and orchestras have become an integral part of the high-school curriculum throughout the United States. But the children were not satisfied to assemble once a year for 4 days of joyous participation in a great symphony orchestra playing the world's greatest music. They demanded a longer period of musical training—a summer camp for young musicians. And they insisted that I establish such a camp for them.

Acting on this mandate from the children I succeeded in forming a nonprofit educational corporation and begged and borrowed money enough to start the National Music Camp in 1928. By the close of the first summer we owed \$40,000. We issued 5-year debentures bearing 7 percent interest to cover this deficit and enable us to attempt another season.

By the end of the second season the debt had risen to \$67,000, but we managed to reduce this to \$38,000 in 1930—due to a radio contract made possible by the cooperation of the American Federation of Musicians.

In 1932 we were forced to either buy the property on which the camp was located or lose our investment in buildings and equipment. By further begging and borrowing we acquired the property—a summer hotel, 500 acres of land, and some 40 buildings—for \$104,000. As the depression deepened, enrollment dropped, and the debt reached a peak of \$145,000 in 1934—with an annual interest charge of \$9,000, plus year-round insurance, upkeep, and depreciation—to be gleaned from an 8-week operating season.

In keeping with the lowering interest rates throughout the country, we managed to reduce our interest charges to 3 percent, scaled down the property payments, and extended the debentures for 10 years, or until 1944. With this reduced load we managed to meet operating expenses except in 1937 when Mr. Giddings (vice president) and I advanced \$7,000 to enable the camp to open the following year.

By 1938 the tide had turned and we were able to scale down the debt by about \$10,000 each year. Contributions enabled us to expand our plant materially and we were able to take over two adjoining camps to serve as junior divisions of the music camp, in 1942 and 1943. By the end of the 1944 season we had redeemed all of the debentures and had reduced the total indebtedness of the camp to \$60,000.

The camp property now includes 500 acres of woodland, 155 buildings, a fine music library, hundreds of musical instruments, modern water systems and sanitation—complete facilities for operation of a highly specialized educational institution. Nearly \$200,000 in contributions have made this growth possible. Contributors include foundations, individuals, business firms, students, alumni, faculty, and friends of the camp. Affiliation with the University of Michigan in 1942, enabled us to share our faculty with the university effecting economies that have been reflected in the camp's financial reports recently.

NATIONAL COMMISSION FOR THE DEFENSE OF
DEMOCRACY THROUGH EDUCATION,
Washington, D. C., February 27, 1945.

HON. CLARENCE FREDERICK LEA,
House Office Building, Washington, D. C.

DEAR MR. LEA: Our commission wishes to file the enclosed statement in favor of H. R. 1648 with the Committee on Interstate and Foreign Commerce as a part of its hearings on this bill. Permission was given by the secretary of the committee to file this statement not later than today.

Hoping that it will be possible to include it in the committee proceedings, I am,
Sincerely yours,

DONALD DUSHANE

(Enclosure.)

IN SUPPORT OF H. R. 1648

In supporting H. R. 1648, the Commission for the Defense of Democracy Through Education is speaking not only for itself, but for the National Education Association.

This bill is an attempt to protect the freedom of speech and the freedom of expression on the air of the schools of this country. In the early days of radio, many educational institutions installed broadcasting stations and obtained Government approval for direct broadcasting. Because of the increasing expenses and other difficulties involved, most of these stations have ceased operating and the schools have become more and more dependent upon commercial broadcasting in presenting their educational and cultural programs to the public. Fortunately commercial broadcasts, as a matter of policy, have encouraged the use of the radio for school programs by granting free time and offering directional advice and assistance. Recently, the use of the air by educational institutions in the musical field has been restricted and in many cases prohibited by the American Federation of Musicians acting through its president, James C. Petrillo.

The schools have no desire to compete for profit with professional musicians, but they do insist that they be given adequate opportunity to be heard over the air on a nonprofit basis in order to contribute to the cultural life of the country and to afford their students the stimulus afforded by large audiences. If Mr. Petrillo succeeds in shutting school music off the air, it is not only possible but probable that other forms of air expression will be closed to the schools for the same or other reasons.

There are many reasons why educational institutions should be protected in their right to broadcast to the public. The schools belong to the public and the radio affords an unexcelled means by which the public can be kept informed of the work and purposes of American education. All American education depends to a large extent upon public understanding and approval. One of the shocking revelations of the war has been the lack of educational opportunities by a large percentage of our population. One of our great educational needs is a wide expansion of adult education and in this field radio offers great possibilities. Any restriction of school use of radio at this time should be prevented if possible.

Another outcome of the war has been the realization that our national security and the protection of our liberties and democracy are to a considerable extent, dependent upon a broader and better education of the masses of our people than we have ever had. The protection of the right of education to address the American people over the air is but one of a number of steps which should be taken to assist in the better functioning of education.

H. R. 1648 might well be amended by including a penalty clause and by more complete protection of both radio stations and schools from coercion and punishment. Nevertheless, this bill represents a step in the right direction and will be of real assistance in helping to secure for the schools increased public understanding and support, necessary freedom of speech and expression, and a better opportunity to use the air for public cultural enjoyment and for adult education.

The Commission for the Defense of Democracy Through Education advocates the passage of this bill with strengthening amendments.

DONALD DUSHANE, *Executive Secretary.*

(The text of a petition that has been filed with the committee:)

A PETITION

YOUTH WANTS ITS SHARE OF RADIO AIR

Whereas we the music students of Marietta High School, in common with all music students of America, have been denied the right of the use of the air in broadcasting; therefore we demand of the Congress of the United States that they enforce the Bill of Rights by enacting legislation that will prevent interference with the broadcasting of noncommercial programs when presented by academically accredited, tax-exempt educational institutions not in competition with professional talent.

(This petition was followed by 55 signatures with local address of each signer.)

(The complete petition is on file with the committee.)

The CHAIRMAN. The reports received from the Federal Communications Commission and from the Department of Justice will be inserted at this point in the record.

(The reports are as follows:)

OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., February 20, 1945.

HON. CLARENCE F. LEA,
*Chairman, Committee on Interstate and Foreign Commerce,
House of Representatives, Washington, D. C.*

MY DEAR MR. CHAIRMAN: This is in response to your request for my views concerning a bill (S. 63) to amend the Communications Act of 1934, so as to prohibit interference with the broadcasting of noncommercial cultural or educational programs.

The bill would make it unlawful to interfere with, intimidate any person or persons, hinder, extort, delay, prevent, or conspire with other persons for the purpose of hindering, delaying, interfering with, or stopping the production or transmission, by means of any radio station of any noncommercial educational or cultural program presented by an educational institution if the station proposes to broadcast the program without charge and the program is not receiving any commercial sponsorship.

The last sentence of the bill contains a definition of the words "to conspire." The words "to conspire" and "conspiracy" are commonly used in Federal criminal statutes. They are not defined in these statutes, their application and construction being left to judicial determination. It would likewise seem best not to define them in the present legislation, particularly since an attempt at definition frequently has the unintended effect of restricting the meaning of the term sought to be defined. It is, therefore, suggested that the definition of "to conspire" be stricken from the bill, if the legislation receives favorable consideration.

I have been advised by the Director of the Bureau of the Budget that there is no objection to the submission of this report.

Sincerely yours,

FRANCIS BIDDLE, *Attorney General.*

FEDERAL COMMUNICATIONS COMMISSION,
Washington, D. C., February 12, 1945.

HON. CLARENCE F. LEA,
*Chairman, Committee on Interstate and Foreign Commerce,
House of Representatives, Washington, D. C.*

MY DEAR CONGRESSMAN LEA: Reference is made to your letter of January 24, 1945, submitting for comment H. R. 1648, a bill to amend the Communications Act of 1934, as amended, so as to prohibit interference with the broadcasting of noncommercial cultural or educational programs.

H. R. 1648 is similar to S. 1957, introduced in the Seventy-eight Congress and passed by the Senate on December 14, 1944. The Commission's views concerning that bill, which are also applicable to H. R. 1648, are contained in a letter to the Honorable Burton K. Wheeler, chairman, Senate Committee on Interstate Commerce, dated August 1, 1944, a copy of which is attached.

Sincerely yours,

PAUL A. PORTER, *Chairman.*

FEDERAL COMMUNICATIONS COMMISSION,
Washington, D. C., August 1, 1945.

HON. BURTON K. WHEELER,
United States Senate, Washington, D. C.

MY DEAR SENATOR WHEELER: This is in further reply to your letter of May 31, 1944, in which you invite the Commission's comments concerning the proposed amendments to the Communications Act embodied in S. 1957 entitled "a bill to amend the Communications Act of 1934, as amended, so as to prohibit interference with the broadcasting of noncommercial cultural or educational programs."

It appears that the proposed amendment is designed primarily to prevent the occurrence of incidents similar to that which occurred at Interlochen, Mich.,

a few years ago. At that time, as you will recall, a scheduled broadcast over the network of the National Broadcasting Co. by the National High School Symphony Orchestra from the National Music Camp at Interlochen was canceled because of the objection of the American Federation of Musicians that broadcasts by amateur musicians might result in competition with broadcasts by professionals.

Insofar as the proposed bill (S. 1957) is designed to prevent the recurrence of such an incident, it represents a desirable objective and merits consideration by your committee.

The Bureau of the Budget advises that it has no objection to the submission of these comments.

Sincerely yours,

JAMES LAWRENCE FLY, *Chairman.*

The CHAIRMAN. The committee will adjourn at this time.
(Thereupon, at 12:05 p. m., the committee adjourned.)

INTERFERENCE WITH BROADCASTING OF NONCOMMERCIAL EDUCATIONAL PROGRAMS

TUESDAY, MAY 8, 1945

HOUSE OF REPRESENTATIVES,
COMMITTEE ON INTERSTATE AND FOREIGN COMMERCE,
Washington, D. C.

The committee met, pursuant to call, at 10 a. m., in the committee room, New House Office Building, Hon. Clarence F. Lea (chairman) presiding.

The CHAIRMAN. The committee will please come to order.

We are meeting this morning to supplement the hearing on Senate bill 63 and H. R. 1648, which bills, I believe, have a common title, "to amend the Communications Act of 1934, as amended, so as to prohibit interference with the broadcasting of noncommercial cultural or educational programs."

Mr. Ryan, we will be glad to hear from you.

STATEMENT OF J. HAROLD RYAN, PRESIDENT, NATIONAL ASSO- CIATION OF BROADCASTERS, WASHINGTON, D. C.

Mr. RYAN. Mr. Chairman, my name is J. Harold Ryan, and I am president of the National Association of Broadcasters, which is the trade association of the broadcasting industry. We are delighted to have this opportunity of availing ourselves of the courteous invitation of your chairman to set forth before you the facts which underlie the relationship between broadcasters and the American Federation of Musicians.

Generally speaking, the radio broadcasting industry has been fortunate in its employee relations, and we live on amicable terms with many labor unions. With the exception of our conflicts with the American Federation of Musicians, there have not been protracted strikes or acrimonious controversies. Indeed, not only the records of our industry but the statistics of the Department of Commerce support our statement that we pay to all classes of employees high wages and afford excellent working conditions. This general situation high-lights our difficulties with the musicians' union and renders more important the presentation to you of the facts which will enable you to assess the grievances of our industry, and to determine how they should be remedied.

There is, and indeed there can be, no dissatisfaction among the musicians whom we employ, either as to hours or conditions of labor. The report of the panel of the National War Labor Board, which held extensive hearings in the electrical transcription and recording

strike, shows that the undisputed testimony is that radio pays to members of this union \$30,000,000 a year, an amount, incidentally, which is almost one-half as great as the entire net profits of the radio industry before the deduction of tax.

The official report of the Federal Communications Commission for 1944 shows that the average weekly wage of musicians employed by radio licensees is \$76.20. Our own surveys and studies, based on questionnaires sent to all broadcasting stations, indicate that this wage is paid for an average workweek of 20 hours, including time spent both in rehearsals and for actual performances. This does not however, indicate the full benefits which these union members receive. A large part of the revenue derived directly from radio by members of the A. F. of M. results from the employment of musicians by the sponsors of commercial radio programs, and, generally speaking, the rate of pay for such employment is even higher than that paid by radio stations. Nor does even this demonstrate the full economic gain to musicians as the result of radio broadcasting. A very substantial amount of employment of musicians, such as the employment of orchestras at high salaries by hotels, restaurants, and the like, is dependent upon radio. Those establishments could not afford to pay the enormous salaries commanded by the name bands if it were not for the incidental publicity which their establishments receive from the broadcasting of the music which originates at these places of amusement. When, on occasion, locals of the American Federation of Musicians have forbidden broadcasts from such places, the employment of such orchestras within the jurisdiction of such locals has promptly come to an end. Thirty million dollars a year is, therefore, only the beginning of the story. Moreover, the picture which I am painting is not one of gradual deterioration but one of constant improvement. The wages paid to union musicians have steadily risen. The gross amount paid by radio stations and sponsors for the services of musicians has shown a steady uptrend. This increase has been in the face of the fact that more time is now devoted to news, speeches, drama, and the like, than was formerly the case, so that the contribution of the musician has diminished while his rewards have increased.

The American Federation of Musicians, despite this, has from time to time claimed that radio has in some way injured the professional musician. This question was thrashed out very thoroughly before what Chairman Davis described as the blue ribbon panel of the National War Labor Board in the recording case, and that dispassionate body found that the introduction and use of radio had not decreased the employment of musicians. This is a conservative statement of the fact. It is within the knowledge of every citizen of our country that radio broadcasting has enormously increased general interest in music and, as a natural consequence, has improved the opportunities and raised the status of the performing musician. This has been true of every aspect of the musical art. Approximately as many new symphony orchestras were founded during the period which marked the growth of radio broadcasting as were founded during the whole previous history of our country. The broadcasting of operas and symphony concerts has stimulated both attendance and interest. The sale of musical instruments and phonograph recordings has increased. The so-called name band leaders, with earnings of literally

millions of dollars a year, have been the creation of the familiarity which radio has given the entire country with the performances of the best instrumentalists in every portion of the musical field, from symphonic to popular.

We must seek, in the structure of the American Federation of Musicians, some answer to this paradox, some answer to the question why the broadcasting industry, in the face of such a showing, is constantly met by a variety of demands which bear no relation either to wages, hours, conditions of labor, or the right of unionization. The key to this problem can, perhaps, be found in the finding of the National War Labor Board that in the American Federation of Musicians approximately two out of three union members do not depend on music for a livelihood.

The American Federation of Musicians rigorously enforces all over the country a 100-percent closed shop. All over the country the persons who have learned and who love music find that they cannot perform on even a single occasion, during a parade down the village street, or at a country dance, or at a fraternity-house party, or on any other occasion, unless they become members of the union. All over the country, therefore, persons whose chief economic interest is in wholly different fields, and who are members of other unions, crafts, professions, callings, and businesses, from which they earn and expect to earn their livings, are members of this union. As a result of this policy the membership of the union has steadily grown. The persons who become members for such incidental and casual purposes retain their membership. Average dues, as estimated by the union, are only \$8 to \$10 a year. The principal income of the union is derived from sources other than dues, such as taxes on employers or taxes on the wages of the members who are employed. The dues, therefore, can be defrayed out of even a single engagement during the year, and persons fully employed in other occupations retain their union memberships, and thousands more are admitted every year.

The finding of the War Labor Board that only one out of three members of the union earns his livelihood as a professional musician is a conservative one. A survey made by an independent research agency on behalf of the National Association of Broadcasters was based on a comparison of official city directories and official union rosters in the 112 cities in the United States in which such official directories and rosters were both available. For the most part this survey was based on inquiries made in 1939 by representatives of the company compiling the directories and asking what the occupation of the resident was. These answers were made, therefore, prior to the full effect of war industry and at a time when the residents of these towns had no reason to falsify. In some of these cities the result of the survey was confirmed by actual house-to-house personal interview. In no city did as many as 45 percent of the persons listed as members of the A. F. M. say that they were professional musicians or music teachers, and in the smaller communities less than 20 percent said that this was their occupation. The rest were fully employed in over 250 separate professions, callings, occupations, and businesses. These were not makeshift occupations but, for the most part, those calling for skill and long training, and they represented the true status of the union members.

The segment of the union membership which was analyzed in this study disclosed that there were included in the union membership 72 accountants, 32 advertising men, 36 bakers, 108 barbers, 134 bookkeepers, 248 business executives, 102 carpenters, 1,298 clerks, 25 contractors, 37 dentists, 56 draftsmen, 64 electricians, 85 engineers, 25 firemen, 78 foremen, 83 government employees, 156 housewives, 120 chemists, 88 lawyers, 316 machinists, 167 mechanics, 86 music dealers, 148 office managers, 45 plumbers, 14 physicians, 40 policemen, 60 public officials, 102 secretaries, and 29 toolmakers. Not only the occupations which one would expect to find represented were included, but men were found who were proprietors of animal hospitals and pet shops, animal keeper in a zoo, cemetery superintendents, members of the clergy, foreign consuls, diamond setters, embalmers, fish graders, geologists, golf professionals, jailers, justices of the peace, lens polishers, pawn-shop proprietors, theatrical costumers, well diggers, and the like.

The control of the union, therefore, is not in the hands of the workers but of the nonworkers. This control is intensified by the manner of voting and organization. The union has over 700 locals, many of which have no more than 10 or 15 members. Any local may cast one vote. No local, however, even in such large cities as New York, Chicago, and Los Angeles, can cast more than 10 votes. It will be remembered that the highest proportion of nonprofessional musicians is in the smaller communities. A handful of union members can, therefore, outvote the concentration of professional musicians in the large centers of population, and, indeed, the New York local, with approximately one-seventh of the union's membership, does not even have one representative of the union's international executive board.

I trust that the committee will not feel that I have gone far afield in thus describing the union's structure because I think it is of importance in substantiating our claims that the multitudinous demands made on us have no relation to wages, hours, or working conditions. Moreover, in its contracts with the union, broadcasters have been compelled to make these contracts subject to the constitution, bylaws, and rules of the union. That these are subject to arbitrary change may be indicated by the fact that article I of the bylaws of the American Federation of Musicians provides that the president is—

empowered to promulgate and issue executive orders which shall be conclusive and binding upon all members and/or locals; any such order may by its terms (a) enforce the constitution, bylaws, standing resolutions or other laws, resolutions or rules of the federation; or (b) may annul and set aside same or any portion thereof, except such which treat with the finances of the organization, and substitute therefor other and different provisions of his own making * * *.

It would be an interesting, a useful but an exhausting task to attempt to lay before this committee even a substantial sample of the striking instances of arbitrary demands with which individual broadcasters have been confronted. These are so widespread that it is probable that a majority of the Members of the Congress now of one or two instances which have occurred in their home communities. Instead, I will try to outline for you the major types of general action which have been taken from time to time against broadcasters.

QUOTAS

In 1937 the A. F. M threatened the broadcasting industry with a general strike unless the employment of staff musicians by broadcasting station was substantially increased throughout the industry. It is important to note that the term "staff musicians." The American Federation of Musicians was talking about persons employed for no less than 9 months of the year at weekly salaries. It took no count, and still takes no count, of employment of musicians for a specific purpose, or a special program, or series of programs, whether sponsored or sustaining. What it wanted was a definite number of men employed at a definite weekly salary for a definite number of months during the year.

Faced by a general strike which would deprive all radio and its listeners of the services of all musicians, a committee composed of independently owned stations affiliated with networks, called the Independent Radio Network Affiliates, and a committee of broadcasters not affiliated with networks, called National Committee of Independent Broadcasters, undertook negotiations with the American Federation of Musicians. A plan was worked out by November 1937 under which the networks very largely increased their employment of staff musicians employed upon a weekly salary, and under which the negotiating committee of the stations affiliated with the networks undertook to allocate to affiliates additional quotas of employment which would increase the expenditures of affiliated stations for musicians by not less than \$1,500,000 per year. Wages, hours, working conditions, and the like, were to be negotiated by the individual stations with the local unions in their areas, and most stations entered into such agreements for a term of 2 years. Subsequently in May 1938 those non-affiliated stations, whose gross income exceeded \$20,000 a year, agreed to expend 5½ percent of that portion of their annual gross income which was in excess of \$15,000 for the employment of staff musicians.

When these contracts expired in 1940, demands for the formal renewal of the quota agreements were originally made by the union, but the Department of Justice raised antitrust questions which resulted in the withdrawal of the demand. The committees of broadcasters at that time wrote to stations that they believed that if stations—

generally are willing to continue employment of staff musicians without compulsion and without reference to any national plan, agreement, or quota, then the American Federation of Musicians locals will in general recommend to American Federation of Musicians that employment should not be established by any national demands or action by American Federation of Musicians. Broadcasters were asked to notify the American Federation of Musicians that they "would continue to employ staff musicians but without reference to a national plan."

Apparently many stations sent such notices. In any event, as I have previously stated, the expenditure by broadcasting stations for the services of staff musicians has increased annually through the years.

The reports of the Federal Communications Commission for typical weeks indicate that the expenditure for staff musicians by broadcasters has gone up from \$153,172 in 1938 (while the quota was in effect) to \$200,570 for a typical week in 1944, or, on an annual basis, from \$7,964,944 in 1937, to \$10,415,240 in 1944.

One of the weapons used by the union in continuing to impose and increase quotas has been the secondary boycott. When the union desired to have a station affiliated with a network hire more men, it notified the network that if the network continued to transmit programs to the station, a strike would take place against the network which would prevent the transmission of any programs using instrumental musicians to any of the stations on the network. In many cases the network, faced with the alternative of depriving one station of network service, or, being unable to broadcast musical programs to all of its stations, has appealed to the station to settle its dispute with the A. F. M. If an impasse was reached, the union's procedure was first to deprive the network of the right to broadcast music of dance orchestras at hotels picked up by so-called "remote control." The second step was to prevent performances by the networks' house orchestras of staff musicians. The third step was an all-out strike of musicians on all programs, commercial and sustaining. It should be pointed out that such pressures were applied not only in the case of demands for increased quotas but in connection with other concessions which were demanded from independently owned stations affiliated with networks.

The 1941 report of the president of the American Federation of Musicians to the forty-sixth annual convention itemizes many of such strikes which had taken place during the prior year. With respect to a strike involving a station in St. Paul and the St. Paul local, the president of the A. F. of M. said :

I notified the National Broadcasting Co. that unless there was a settlement with the station within 24 hours, I would have to discontinue the services of all remote control bands. The strike was not settled within 24 hours, and the remote control bands were ordered on June 28 to discontinue their services.

The A. F. of M. president further says that he advised NBC.

If the strike in St. Paul was not settled by the following day we might have to discontinue the services of the regular studio bands in the key cities involved. and he reports that the strike was then settled.

Similarly he refers to a dispute in Richmond, Va., and states that :

Traveling bands discontinued service by remote control over the Columbia Broadcasting System and the Mutual Broadcasting System with which chains (the station) was affiliated.

The same situation occurred, the president of the A. F. of M. says, in Akron, Ohio, in Scranton, Pa., in St. Louis, Mo., in Salt Lake City, and in other cities.

The 1942 report of the president of the A. F. of M. to the convention again refers to strikes against networks. These took place because of the refusal of stations to increase quotas in St. Petersburg, Fla.; Louisville, Ky.; New Orleans, Pittsburgh, and Nashville, Tenn. In the Nashville case the network was finally coerced into withdrawing service from the station with the result that the matter was finally resolved to the satisfaction of the union.

A conspicuous instance of the operation of such a boycott occurred in the case of a station in Rochester, N. Y., in 1943. The record in a court proceeding which resulted from that case showed that an independent research agency had sent a representative to call at the home of every member of the Rochester local with the result that not one was found to be a professional musician, unemployed as

such. The station employed no musicians, said that it could not get any, and didn't need any. It was admitted that a strike had been called depriving an entire network, and all of its hundreds of stations, of any musical services, and that this strike had been ended only on the withdrawal of network service from the station. There was no dispute as to the facts, and after a prayer for a preliminary injunction, made before a justice of the Supreme Court of the State of New York had been denied, without prejudice, to the right of the plaintiff on trial, the station could not longer endure the absence of both commercial and sustaining network programming and acceded to the union's demands.

There has never been any attempt to gloss over the fact that the imposition of these quotas is a pure "make-work" project, having no relation to safety, health, working conditions, or any incident of employment. It is obvious that these forced quotas are of no benefit to the station or to the public. Broadcasters are eager to utilize the services of trained and competent musicians whose performances attract audience and build commercial sponsorship. That is their business. They do not require artificial stimulus to bring to the American public musicians or comedians or speakers or actors. That is the purpose, both of their public service and their business enterprise. It is my firm conviction that these forced quotas are of no use to the union. If stations were free to build such combinations as they could out of the available musical talent in their communities, they would find musical combinations which would attract listeners and which ultimately would be sold for commercial sponsorship. Then they would find another musical combination, perhaps a large orchestra at one time, perhaps a trio or quartet at another. To force upon a station an inflexible staff orchestra for all, or the greater part of the year, frequently results in the station having an orchestra which is not capable of being utilized for any useful purpose at all, and there are instances in which stations do not even require an orchestra to appear, but just mail out the checks. Obviously such a procedure is both economically and morally unsound.

The claimed justification for these quota demands has been the parlous state of the union and the grave unemployment which exists. I want to make it clear before adducing the facts on this respect that the quota system would be equally unjustifiable if unemployment existed, than if it does not exist. Unemployment, we feel, is a national problem, and to this point I will address myself later. The facts, however, are clear. The War Labor Board panel in March 1944 found that "no present important unemployment of musicians exists." Indeed, we have the record of a steadily growing union, with steadily growing wage scales, and this is contrary to a picture of unemployment, not only for the period at which the Board made its finding, but for many years prior thereto. The union has always tended to call a man an unemployed musician if he was a member of the union and not fully employed in the field of music, regardless of what his true occupation was.

In his testimony before the Senate committee in January 1943, Mr. Petrillo named four cities in which he claimed that 1,330 union members were unemployed. This was part of a list of 20 cities in which he said that 42,920 members of the union were unemployed out of a

total membership of 66,355, or two-thirds of the membership unemployed. The panel of the National War Labor Board had before it this testimony, surveys with respect to this situation made by Hooper-Holmes Bureau, Inc., an independent research agency, and also figures supplied by the union. The panel found:

The union supplied figures for 5 years showing the number of members who derived their livelihood from music, and the number who worked in other fields. The average for the 5 years shows that 36 percent depended on music and 64 percent depended on other types of work. Based on these substantially agreeing figures, the panel concludes that approximately one-third of the members of the union are professional musicians in the sense that they depend on music for their livelihood, and approximately two-thirds depend on some other vocation using music either as a side line or not at all. The four-city survey mentioned above shows an average of 94½ percent employed and 5½ percent of unemployables, grouping as unemployables the disabled, the retired, the pensioned, and married women not seeking jobs. In other words, the four-city survey indicates no present unemployment of employable musicians. Mr. Petrillo's figures for the same four cities at the Senate hearings showed 38 percent employed and 62 percent unemployed. The great discrepancy may perhaps be explained by two facts, first, as already noted, almost two-thirds of the union members work in fields other than music; secondly, the union definition of employment is "if a man is not working full time at music, he is an unemployed musician."

The union's unemployed musicians have always, therefore, been made up of doctors and lawyers and butchers and barbers and housewives. The situation at present is clear. There is not only no unemployment, at most places there is an acute shortage of manpower.

An example is the recent case in New York City before the National War Labor Board of the second region, involving station WOV. The senior hearing officer found as follows:

It is first of all clear that radio station WOV has no need for and cannot use 12 musicians. The requirement that it must hire 12 musicians at all times is thus "make-work" or "feather-bedding" rule which insures a weekly wage to a number of men who do virtually nothing to earn it except to belong to the musicians' union. Any attempt to characterize this provision otherwise just ignores the realities of the situation. * * * This has occurred not only at a time when there is no unemployment of musicians, either nationally or locally, but at a time when the union has secured adequate protection against unemployment contingencies in the future. * * * We are today in this country faced with an extraordinarily serious manpower shortage. Feather-bedding, without a doubt, contributes to this shortage. It has no place in our war effort. Nor can the union argue plausibly that its members are musicians, not factory workers. We have already found that unemployment among musicians is absent. If the musicians herein involved cannot even in the present labor market find employment in their trade, they will find ample opportunity in war work.

The hearing officer, therefore, recommended that the quota should be reduced to the number of musicians actually needed. While the recommendation of the hearing officer was rejected by the National War Labor Board for the second region, the Board did not question any of the findings of fact. The Board said:

It is not our purpose here to justify or advocate feather-bedding.

The Board then stated that the issue before it was whether it should—

diminish privileges won by a local union through collective bargaining, privileges which it may be assumed the employer unaided could not withdraw.

The Board concluded its decision:

It may well be true that contract terms like the one now being discussed should be suspended or modified as a war measure. The resolve to do so must,

however, be reflected in voluntary action of the affected parties or reflected in voluntary action of the affected parties or in legislation rather than in adjudication which touches only the fringes of the problem. Congress has before it for the present consideration proposals which are calculated to curtail job security rules deemed contrary to the public interest.

This decision is presently before the National War Labor Board on a petition for a review of the directive order of the second regional board.

The findings in this case find affirmation in the report of the treasurer of the New York local of the American Federation of Musicians for the year 1944, as contained in the official journal of that local for April 1945. In that report the treasurer calls attention to the fact that a 3-percent tax on the wages of members for the benefit of a relief fund is now financed by charges imposed on employers on—

remote broadcast and stand-by charges paid by employers into the relief fund.

Reference to these remote broadcast and standby charges will be made by me later. The treasurer of the union explains an increase in surplus of over \$75,000 which occurred despite the abolition of the relief tax as follows:

This increase in surplus is due mainly to the reduction in the number of needy members on our relief rolls. At present there are only 550 members on our relief rolls; the majority of them are older men between the ages of 65 and 90 who are no longer able to work in the music industry.

This is the situation in a local union which has more than 23,000 members and which has the highest concentration of truly professional musicians in the entire country. There are 550 unemployed musicians, and the majority of them are between 65 and 90 years old. These are the men, presumably, from which the quota orchestra should be built. It should be noted, moreover, that when the sixth region of the National War Labor Board in 1944, in the case of KSTP in St. Paul, found that there was no reasonable basis for maintaining a minimum quota, and its decision was upheld by the National War Labor Board, the American Federation of Musicians disregarded the decision, defied the order of the War Labor Board, and kept its men out on strike until the station was forced, by economic necessity, to yield to demands which had been disapproved by the Board. Reference to the union's steady policy of disregarding Government orders unwelcome to it will be made later.

It is obvious, of course, that this entire quota system is predicated upon a basic fallacy. Radio never put a single musician out of work. How could it? It is a new science which came into being to create employment where employment did not previously exist. It has created a minimum of \$30,000,000 a year of new employment for musicians alone. It has been officially found, on balance, not to have decreased the employment opportunities of musicians. Even if unemployment existed among members of the American Federation of Musicians, such employment would be part of a national problem not ascribable to the broadcasting industry, certainly not with respect to people whom broadcasting never employed. Quotas of musicians are no more logical than quotas of sopranos and basses and actors and script writers and news commentators and creators and sound-effects men, and all of the other people who contribute to radio and whose performances are transmitted from point to point. Carried

to its logical extent, the theory that radio should be penalized by a quota of employment whenever it carries entertainment or education by radio waves to some point where the performer is not actually present, is to argue that the entire technical and economic and cultural and artistic benefit of radio should be nullified.

RECORDINGS

In June of 1942 the American Federation of Musicians took a step which its president initially stated was aimed at preventing, absolutely and forever, the use of phonograph records and transcriptions by broadcasting stations, and in other forms of commercial use. There was no sound economic basis for this violent disruption of American industry. The previous president of the American Federation of Musicians, who occupied office for 40 years, had rightfully stated in one of his annual reports that the phonograph record had proved to be a boon to the musician by increasing and spreading the love of music with resultant and inevitable benefit to the professional performer.

There are, of course, two types of recording. One is the ordinary phonograph record such as is used in the home, and the other is the electrical transcription, a record made of special material and special size which is intended specifically and solely for use by radio broadcasting stations. As Mr. Fly, then Chairman of the Federal Communications Commission, testified in preliminary hearings before the Senate Interstate Commerce Committee in September 1942, recordings and transcriptions are essential for all broadcasting use, and are peculiarly vital to stations not affiliated with networks, which obtain from this source musical and other material which enables them to compete with network broadcasting. When the American Federation of Musicians made its quota agreement with the unaffiliated stations, it was specifically provided that the right of these stations to use records and transcriptions would be respected.

The cessation of the making of records in August 1942, was not coupled with any demand or any request. It was a mere unqualified direction to the members of the union to cease rendering their services in the making of any type of recording. The ban was imposed despite the appeal of the armed services and of all Government departments connected with the war effort. At preliminary hearings before a subcommittee of the Interstate Commerce Committee of the Senate in September of 1942, the director of the Office of War Information, the Chairman of the Federal Communications Commission, and the assistant attorney in charge of the Antitrust Division of the Department of Justice, joined in deploring the imposition of the ban.

In October of 1942 the Department of Justice commenced an anti-trust action against the American Federation of Musicians arguing that the complete and unqualified cessation of the rendition of services in the recording field did not constitute a labor dispute. The American Federation of Musicians argued that it did. The district judge ruled that the matter did involve a labor dispute, since it involved the contention of the union that music should not be performed by means of phonograph records and electrical transcriptions. The court, therefore, found that the Norris-LaGuardia Act and section

20 of the Clayton Act were applicable, and it granted a motion to dismiss the complaint since, under these circumstances, the court said:

The acts complained of may not be considered or held to be violations of any law of the United States.

This decision was subsequently upheld by the Supreme Court of the United States.

In January of 1943 the president of the American Federation of Musicians, and its counsel, testified before the subcommittee of the Interstate Commerce Committee of the United States Senate. At that hearing the American Federation of Musicians was unable to state against whom it claimed it had its grievance or to give any indication of what it wanted. Repeatedly, in answer to the question, "What do you want and from whom do you want it", Mr. Petrillo said:

That is sort of a hard question. We want more work. I believe that the problem could be solved.

When asked how the industries involved could give him more work, he answered:

That is up to them.

He said that he had never made any demands on any of the affected parties, or asked any of them to discuss the question with him; he said that the union wanted more work and not more money. He said that stations ought to employ more musicians. And in answer to a question as to what survey had been made by the American Federation of Musicians to determine the extent of unemployment before the ban went into effect, he answered:

Well, the only survey we have is that of the resolutions that come in at every convention, and the introducer of a resolution will always start off by saying, "You know, we have to go back home, and we must bring something back home to the boys."

Shortly after the hearings before the Senate committee, the union made proposals with respect to its strike against the recording industry in February 1943. Thus, 6 months after the complete banning of all recordings had been in effect, a first suggestion was made as to what the union wanted. This suggestion was, in the face of the statements originally made by the union, surprising, and it had not been foreshadowed in the slightest at the Senate hearings. The demand was that the manufacturers of every type of recording should pay a fixed fee directly to the American Federation of Musicians.

It may be of interest to point out the background which made this strike possible. The recording companies had never had a contract with the American Federation of Musicians, nor had there ever been a semblance of collective bargaining between the union and these companies. At intervals the companies received a license from the union under which they were privileged to employ members of the union, on a closed shop basis, and on terms set forth by the union, and this license was terminable by the union at will. Mr. Petrillo testified during the War Labor Board hearings on this matter:

We laid down the scales and we laid down the conditions, and they accepted them.

Under the terms of these so-called licenses, musicians were receiving minimum rates of \$15 to \$18 an hour for services in recording,

whether for rehearsing or for actual performances. In addition, on the vast majority of the records made, the leader who was also a member of the union received a royalty of 2½ cents on every record sold, and in the case of symphonic recordings, the nonprofit symphony societies receive a royalty of 10 percent of the retail selling price. It is obvious that such terms and conditions did not leave much leeway for demands for higher wages, shorter hours, or better conditions of labor for the persons actually employed.

The arguments against these demands were well stated in the letter which all recording companies sent to the American Federation of Musicians shortly thereafter. These companies pointed out that the union proposed that a—

sum be cumulated or disbursed in the Union's uncontrolled discretion for the benefit of union members who render no service whatsoever to the recording companies. The destructive and dangerous fallacy of your proposal is that it assumes that a specific industry owes a special obligation to persons not employed by it—an obligation based only on such person's membership in a union.

In addition, the recording companies pointed out the obstruction to technological problems that would result if the manufacturers of new devices were to be saddled with costs of special unemployment relief, in addition to the cost of pioneering, research development, and promotion. They pointed out that members of an industry should not be called upon to subsidize union members who are not and cannot be employed by that industry. They disapproved a private tax, particularly in the face of the obvious fact that records had been the source of profitable employment. They pointed out that private systems of unemployment relief would not only duplicate, but interfere with, governmental functions. They urged that such a payment directly to a union would afford an easy means of evading wage freeze regulations.

In June, 1943, the transcription companies caused the dispute to be certified to the War Labor Board. At a hearing held before the National War Labor Board in July 1943, the American Federation of Musicians, which had successfully contended before the courts that the strike against recordings constituted a labor dispute within the meaning of the law, took the opposite position, and contended that the strike was not a labor dispute and that the War Labor Board could exercise no jurisdiction. The union's counsel stated to the Board that the union would not—

stultify itself to permit any tribunal to violate the Constitution of the United States and impose upon us involuntary servitude.

The National War Labor Board, however, assumed jurisdiction. Hearings began in September 1943.

In March of 1944 the panel of the War Labor Board made its findings and conclusions. It found, among other things, that:

1. No present important unemployment of musicians exists.
2. The over-all use of phonograph records has not, on balance, decreased the employment of musicians.
3. The over-all use of transcriptions has not greatly decreased the employment of musicians.
4. The introduction and use of radio has not decreased the employment of musicians.

5. Approximately two union members out of three do not depend on music for a livelihood.

The panel recommended that the Board should not direct that the companies should pay any money to the union.

Meanwhile, however, one of the recording companies had yielded to the pressure of the union and had entered into a contract with it under which it agreed to pay royalties directly to the union with respect to phonograph records, such royalties ranging from one-fourth cent for records which retailed at 35 cents, to 5 cents for records which cost \$1.50. With respect to electrical transcriptions, it agreed to pay the union 3 percent of the gross revenues derived from the sale, lease, license, or other disposition thereof. This contract contained no provision whatsoever with respect to the use which the union could make of the moneys thus paid to it. The president of the American Federation of Musicians said that during wartime, while there was a ceiling price on records and a limitation on the number of records which could be manufactured, the fund would aggregate only \$4,000,000 a year. The report of the president of the union, as printed in the November 1943 issue of the union's official journal, the *International Musician*, indicates the union's aspirations at a time when price ceilings are removed and the union's demands can be increased. In that report the president of the union said:

If these companies were permitted to increase the price of records anywhere from 5 to 10 cents each then the Federation would probably receive in the neighborhood of from fifteen to twenty million dollars a year.

Shortly thereafter, and under the pressure of having one of their competitors back in a field from which they had been excluded for over 15 months, a substantial number of the transcriptions companies entered into similar agreements with the American Federation of Musicians which provided that the money was to be paid to an employment fund—

for the purpose of fostering and propagating musical culture and the employment by it of five musician members of the Federation for the rendering of live music.

With respect to such a fund, the union agreed—

In administering the fund the American Federation of Musicians will, with a view to best serving the public interest, consult from time to time with an advisory committee to be created forthwith. Such committee shall have no power of vote.

In June 1944 the National War Labor Board ruled that the agreements between the union and the transcription and recording companies settling their disputes did not require the approval of the War Labor Board, since the payments were not wage adjustments within the meaning of the wage-stabilization program. They ordered—

The band upon playing or contracting for recordings, transcriptions, or any other form of mechanical reproduction of music by members of the Federation, resulting from the action of the Federation on June 25, 1942, shall promptly be withdrawn.

The Board further ordered the OFM and the companies which were still parties to the dispute to endeavor to reach an agreement regarding amounts of payments which were to be placed in escrow pending the disposition of the dispute by voluntary agreement, by

arbitration, or by action of the Board. The companies accepted this order, but the union refused to send the men back to work. In August 1944, at a hearing to compel the union to show cause why the Board's directive should not be obeyed, the acting chairman of the Board pointed out that the union was one of "a very small company of people who have not seen fit to follow" the directives of the Board.

The failure of the union to follow the Board's directive was also criticized by President Green of the American Federation of Labor. In October, President Roosevelt addressed a request to the American Federation of Musicians that it obey the directive order of the National War Labor Board. The President said:

In a country which loves democratic government and loves keen competition under the rules of the game, parties to a dispute should adhere to the decision of the Board even though one of the parties may consider the decision wrong. Therefore, in the interest of orderly government and in the interest of respecting the considered decision of the Board, I request your union to accept the directive orders of the National War Labor Board. What you regard as your loss will certainly be your country's gain.

It was expected that this request would be honored. Mr. Petrillo, in his speech to the Forty-seventh Annual Convention of the American Federation of Musicians on June 8, 1942, in announcing the forthcoming imposition of the ban against recordings said, with respect to recordings:

We will make them at any time at the request of our Commander in Chief, the President of the United States.

In the July 1942 issue of the *International Musicians*, the official journal of the American Federation of Musicians, the union, in entering the official notice that members would not be permitted to make phonograph records or transcriptions, again said that this order was subject to "the request of the President of the United States." Mr. Petrillo, in his testimony before the subcommittee of the United States Senate on January 12, 1943, in answer to a question as to whether he would lift the ban at the request of the President, said that if the President requested that the union—

lift the ban and continue the making of transcriptions and recordings for the duration of the war, yes, I say the request will be granted.

As we know, the President's request was not granted.

At this point the recording companies who were still parties to the dispute were helpless and in danger of being put completely out of business. They, therefore, signed a contract with the American Federation of Musicians even more onerous in its terms than that which had previously been signed, and under which all of their contracts with all of their artists came to an automatic end in the event that the American Federation of Musicians should at any time declare that these recording companies were unfair.

The broadcasting industry has never regarded the shifting of the position of the American Federation of Musicians and the imposition of a charge directly upon the recording companies as a victory for the broadcasting industry. We are keenly conscious of the effects on ourselves and on all industry and indeed our country, of such a precedent. From the viewpoint of the employer, it creates an impossible and cumulative burden. There are normal limitations upon

what can be demanded with respect to actual employees. If employees have high wages, short hours, decent working conditions, complete right of unionization, reasonable job security, and the like, the employer's obligation is discharged. There are no natural limitations on payments to a union, whether for the benefit of the union or for the benefit of all of its members. The employer does not control the membership of the union which, if membership becomes sufficiently profitable, will always grow. Such a tax involves no question of employment or unemployment. As the president of the American Federation of Musicians explained in the annual report to members, contained in the November 1943 issue of the *International Musician*, the union is—

paving the way for the next generation in the music business so they will not have to work and fight in competition with a machine that destroys their livelihood.

An editorial in the same issue of the *International Musician* says:

This is not a case of an employer feeling it advisable to recompense a class of workers who have been displaced by a mechanical contrivance * * *. These payments are to be a permanent dispensation for musicians * * *.

In other words, generations still unborn who join the union will become entitled to payment because the phonograph was invented in 1888. I might contrast with this, President Roosevelt's message to the Congress in November 1943. In speaking of the obligation of the Government to the person to whom the Government owes the greatest gratitude, the returning veteran, he spoke of benefit—

for a fixed period of time for all members of the armed forces who after leaving the service are unable to find suitable work—

and further pointed out that such veteran—

following the usual practice in unemployment insurance, must be willing to accept available and suitable employment or to engage in a training course to prepare him for such employment.

The power to tax should be a power inherent in the various units of government. It should not be an incident to membership in an organization. Such a tax, at this time, is worse from the viewpoint of wage stabilization than an increase in the payment of men who are employed. Payment to the workers would at least be subject to income tax, whereas unions do not pay such taxes. The principle is worst of all, however, from the viewpoint of the employee. The function of the union is to act as a collective bargaining agent on behalf of the persons who are employed. Under this scheme, the worker competes for money not only with the employer, but with the union which is supposed to be his representative. There is no way in which the worker can know what salary he could attain, since the union may, on one occasion, choose to get him a raise, and, on another occasion, choose to leave his wage stable, and to obtain a direct payment to the union. When renegotiation of such agreements occurs, it will be a severe temptation to the employer to choose the cheaper of the two plans, and to offer an increased sum directly to a labor union, rather than a larger sum in increased pay to the men whom it employs. The entire theory of collective bargaining, it seems to us, is destroyed by any such concept.

PLATTER TURNERS

The only matter on which the union made a clear concession in the hearings before the subcommittee of the Interstate Commerce Committee of the Senate in January 1943 was with respect to the practice of the union in two cities in demanding that members of the American Federation of Musicians be employed as so-called pancake turners or platter turners. This term relates to the function of placing phonograph records and electrical transcriptions on turntables and placing the needle in the groove so that the record can be played. Such work everywhere else in the country was done by persons who were already present in the studio in connection with another function. In most cases it was done by a studio engineer, who was already in the studio in order to control the volume of the record as it was broadcast. In some other cases it was done by announcers, who announced the name of the selection and artist in connection with placing the recording on the turntable. Stations owned and operated by networks used engineers for this purpose. Senator Tobey interrogated Mr. Petrillo and asked if it were true that in Chicago network stations were compelled to hire a man at \$90 a week for a 25-hour work-week 5 days a week in order to put records on the turntable. Mr. Petrillo, after admitting this, said:

Well, I can only say this to you. In Chicago I happened to negotiate the contract myself and when I made the demands for the pancake turners there was no opposition to it. They gave them to me so I took them. * * * All of the unions are not powerful enough to make these demands, Senator. I probably would have dropped it myself if they said, "You will have to call a strike because I am not going to give you pancake turners," but, as I said, they put it in there and they gave it to me and I couldn't turn it down.

Senator Tobey pressed as to whether this was sound. He asked:

How long is it going to endure, whether it applies to music or anything else, provided it is not sound and not economically feasible, and with an expenditure that is not justified by the facts, just because you are powerful enough to do it? How long would you expect to continue in this country by that method?

Mr. Petrillo answered:

Senator, I agree with you in this particular case it is not sound. * * * I try to be fair but sometimes I make a mistake. * * * In this case I made a mistake but they O. K.'d it.

In December of the same year the American Federation of Musicians called the four national networks into conference and demanded that the networks employ as platter turners in all of the stations owned and operated by networks only members of the American Federation of Musicians. Mr. Petrillo brushed aside contentions that the demand was uneconomic and inconsistent with his statements to the Senate committee. He threatened a series of strikes if his demands were disregarded. He did not threaten a general strike against all four networks at the same time; rather, he threatened to prevent an important commercial show from being broadcast by one network at one time, at another time to deprive another network of all music for a period, and thus to disrupt network broadcasting entirely without the public impact of complete cessation of all network broadcasting at the same moment. That these demands did not exceed his intentions is indicated by the fact that on subsequent occasions he has not only continuously harassed networks with such demands but

has, on occasion, issued such a strike order. Faced with the threat of such destructive action, the networks agreed to the demand but the union told the networks that their acquiescence would not be regarded as a precedent with respect to any stations not owned or operated by networks companies. The agreement with the network companies was concluded in January 1944. The April 1944 issue of the union's official journal contained the following announcement:

In these meetings we discussed the question of our members handling the placing of records and transcriptions on turntables in radio stations. After the conclusion of these meetings I was successful in getting an agreement that the above companies (National Broadcasting Co., Columbia Broadcasting System, Blue Network, and Mutual), beginning June 1, 1944, would employ members of the American Federation of Musicians to do this work in all radio stations owned and controlled by the above companies. Members so employed would not be included in any minimum-number-of-men agreement the locals might have. Also members doing this work would only do that work and nothing else and would not be permitted to play a musical instrument. In other words, this will be a full-time job. The making of wage scales and conditions for these jobs is entirely in the hands of locals wherein stations owned and controlled by the above companies are located * * * In my opinion, if the locals of the American Federation of Musicians are successful in their negotiations with the local radio stations in obtaining similar agreement as those signed by the chain companies with the federation, there would be employed in a period of time some 2,000 men to do these jobs; and, when I say 2,000, I am putting it at a low figure.

In the August issue of *International Musician*, the union advised its members that such exclusive jurisdiction over the handling of records applied to—

the placing of records on turntables in connection with musical and dramatic shows as well as all types of presentations, vaudeville and burlesque shows * * *. This jurisdiction also covers the playing of records in theater lobbies to stimulate the sale of records or for entertaining the patrons of the theater. As a matter of fact, all such jobs, whether they take place in the theater or elsewhere, come within the jurisdiction of the American Federation of Musicians * * *.

Moreover, the American Federation of Musicians subsequently claimed platter-turning jurisdiction in controversies with independent stations in Chicago and in St. Paul. In both cases the National War Labor Board refused to extend their jurisdiction to the American Federation of Musicians. In the case of the networks, jurisdiction was claimed by unions of engineers under existing contracts. One of these unions, the National Association of Broadcast Engineers and Technicians, appealed to the National Labor Relations Board, which decided in November 1944 that the engineers had jurisdiction over the entire job of platter turning at all points except in Chicago, where the musicians had exercised jurisdiction for a term of years and where the Board decided not to disrupt the existing relationship. The American Federation of Musicians declined to accept the decision of the National Labor Relations Board and informed the networks involved that if they negotiated with the engineering union for platter turners there would be strikes against the networks with respect to sustaining and commercial programs. Faced with this dilemma, the networks did not negotiate with anyone, and the engineering union filed a charge before the National Labor Relations Board for refusal to bargain.

In March 1945, as the result of a hearing held in January, the National Labor Relations Board, by final directive order, confirmed the

exclusive jurisdiction of engineers over the function of platter turners and ordered the networks involved to bargain with engineers for that work. The American Federation of Musicians refused to accept this directive, however, and continued its threats of periodic scattered and disruptive strikes if the networks bargained with the engineers. The matter has, therefore, been referred by the National Labor Relations Board to the United States Circuit Court of Appeals for the Second Circuit, on charges of unfair labor practice, and the matter will continue to remain in the present chaotic state at least until the decision of that court.

I do not think that I have to add anything to Mr. Petrillo's own admissions as to the fantastic and uneconomic nature of these demands. Platter turning is no more a full-time job for anyone than would be the placing of paper in a typewriter as separate from stenography. It is a mere incidental amount of time, and which always has been done, and can easily be done by the persons who are already occupied in the studio in connection with the program being broadcast. It must be remembered that the average station is on the air for about 17 hours a day for 7 days a week. During this time there is no extensive period when some type of recording will not have to be handled. Sometimes it may be a Government appeal, sometimes a commercial spot announcement which runs only for a minute, sometimes a 15-minute recorded show.

In order to have musicians available as platter turners through all of this period, every broadcasting station would have to employ a number of shifts of platter turners, and Mr. Petrillo's figure of 2,000 "make work" jobs for such activity is, therefore, a conservative one. To employ high-priced union musicians to sit idle except for the occasional placing of a record upon a turntable is wasteful and uneconomic for all broadcasting stations and would deteriorate the public service rendered by broadcasting. For the smaller stations, however, much forced hiring would be completely ruinous.

SCHOOL ORCHESTRAS

One of the most important steps taken by the musicians' union, particularly from the public viewpoint, is the banning of school orchestras from the air. Broadcasters have always had closed-shop contracts with the A. F. M. However, it was for many years the general policy of the union to permit the orchestras and bands of schools, conservatories, and the like to be broadcast. The stimulus that this gave to musical education and interest was extremely marked. This policy of the union was changed in the summer of 1942, the most conspicuous instance of the change being the notification by the A. F. M. to the National Broadcasting Co. that it must cancel the Saturday afternoon symphonic broadcasts of the high school orchestra from the National Music Camp at Interlochen, Mich. We in broadcasting have the highest respect for the Interlochen Music Camp. It has not only stimulated interest in music on the part of hundreds of thousands of listeners, but it has contributed trained musicians to practically every symphony orchestra in the United States.

It should be remembered, however, that this ban does not apply solely to Interlochen. The January 1944 issue of the International

Musician contained a portion of the president's report to the membership. This report referred to the interest which had been taken in the Interlochen ban by Members of Congress. The report continued:

It would appear that some of these Congressmen and Senators certainly are less worried about winning the war than they are about beating us. These are the gentlemen who call themselves champions of democracy * * * They certainly tried to scare hell out of us. Well, by this time the employers of musicians, and those who do their bidding, know that we do not scare so easily * * *. However, when all the shooting was over and we came to the summer of 1943, there was no Interlochen High School Student Orchestra on the air. Nor was there in the year 1943 any other school band or orchestra on the networks, and there never will be without the permission of the American Federation of Musicians.

Mr. Joseph E. Maddy, president of the National Music Camp of Interlochen, Mich., testified before the subcommittee of the Committee on Interstate Commerce of the United States Senate on March 10, 1944, fully and with great courage. It will be noted that I am specifically omitting throughout this report repetitious testimony which has already been made before this committee and with which this committee is familiar. In this connection, however, I remind the committee of the testimony of Dr. Maddy before it and the clear and unequivocal statement of Chairman Porter, of the Federal Communications Commission.

There are boys and girls, millions of them, in school bands and orchestras in the United States, which represent a large increase in student orchestras, in which the interest in music stimulated by radio has been a decisive factor. A small proportion of these are the raw material for the professional musicians and therefore union members of the future. The balance gain an interest in music which results in enormous stimulus to symphony orchestras, opera companies, summer concerts, classical recordings, and better music generally. All of these things not only improve our musical culture but result in greater opportunity for the professional musicians of today and tomorrow. The broadcasting of these orchestras does not deprive professional musicians of work. The banning of Interlochen did not put a single additional musician on the air waves. All that happens is that the most important factor in stimulating the interests of pupils and their parents, and an important part of the actual training of students, is destroyed. Mr. Maddy challenged the union to cite a single instance in the past 10 years when the broadcasting of any school band or orchestra had deprived any union musician of a dollar of income. He said that he was interested not only in Interlochen but in seeing that—the use of radio, the greatest avenue of communication and culture ever devised by man, shall not be denied to our children * * * and their children * * * and their children's children.

The reply to this was the action of the American Federation of Musicians in placing Interlochen upon its unfair list. The notice of this blacklisting appeared in the *International Musician*, the official journal of the A. F. M., in February 1945. It reads:

The National Music Camp of Interlochen, Mich., has been placed upon the national unfair list of this, the American Federation of Musicians. This action was taken by the international executive board at its meeting in New York, N. Y., on January 19, 1945, due to the fact that the national music camp, through its officers, had adopted means and methods and indulged in activities highly detri-

mental and antagonistic to the federation. Under the laws of the American Federation of Musicians its members are prohibited from rendering services for anyone or any establishment on its national unfair list. This of course means that members cannot teach, coach, conduct, or play an instrument at the National Music Camp of Interlochen, Mich. Members will therefore govern themselves accordingly.

The stimulus of professional musicians at the Interlochen camp was, I am sure, an essential part of the Interlochen program, and the condition of that useful institution at the present time is, therefore, particularly deplorable.

It should be pointed out that the banning of school bands and orchestras is similarly applicable to all amateur musicians. Even a school chorus composed entirely of singers cannot appear on the radio if their piano accompanist is their nonunion teacher. Even an amateur pianist who is studying at a conservatory cannot perform one of her selections on the air.

The prohibition is similarly applicable to the service bands, and this includes, of course, the bands of the Army, Navy, Marines, and Coast Guard. In the case of service bands, some locals have granted occasional permission for their appearance on sustaining programs. Such permission, however, is at the pleasure of the union. In other cases, however, and in the case of all commercial programs, such permission is either denied or is granted only if the broadcaster will pay at the full union scale for the same number of musicians as are included in the service band. This leads to the discussion of the stand-by practice of the American Federation of Musicians.

STAND-BYS

The A. F. M. maintains a sort of closed shop with respect to the members of its own union. A person who joins one local cannot transfer his membership to another without moving to the other city and serving a probationary period of 6 months, during which he is not permitted to perform professionally. A member of one local cannot, therefore, perform in the jurisdiction of another local. This, of course, decreases flexibility in the use of musical talent. If a city, which is required to have a quota orchestra, wishes a horn player for another city, it must then pay a stand-by for the entire orchestra of which such visiting horn player forms a member and thus pay the salaries of two orchestras rather than one. This is not true, of course, after the performer has received a transfer to the new local, but before he can get such a transfer he must support himself in the new city for a full period of 6 months without engaging in his profession.

Stand-by charges are, in certain cases, as high as 100 percent of the salary, at union scale, of a number of men equivalent to those who perform. Orchestras can receive special permits from the union to travel throughout the country as a traveling band. Where an orchestra has received this special permission and is classified as a traveling band, the broadcast station, however, pays directly to the union a sum equal to 15 percent of the local union's scale for the same number of men as are in the traveling orchestra. The income from such stand-by charges is divided equally between the local union and the American Federation of Musicians. It constitutes a major source of revenue to the union and is instrumental in keeping dues low, as I

have previously indicated. Obviously in the musical field, there is a good deal of traveling from place to place by orchestras, and this source of income is, therefore, a steady one to the union and correspondingly a steady drain upon the employer.

Broadcasters have always felt that stand-by requirements are wholly unjustified. The effect on us is not only that we have closed-shop agreements under which we can employ only members of the American Federation of Musicians, we are penalized when we employ members of the American Federation of Musicians who are not members of the local union in the town where the station is located.

The stand-by rule has innumerable repercussions. For instance, a rule has recently been promulgated in Chicago, where the president of the national union has long been president of the local, that if the transcript or recording companies engage, for recording purposes, a person already employed, say as staff musician in a broadcasting station, a stand-by charge must be paid in addition to the recording rate. Trained musicians capable of performing for recording normally have other types of professional employment. In Chicago, therefore, today the transcription company must not only pay \$18 an hour for the services rendered, but must pay a stand-by fee of \$30 a day for services not rendered.

Throughout the country other devices are used with similar effect to the stand-by. It is, for instance, a general practice not to permit employers to contract directly for the services of musicians but to compel them to employ musicians through contractors or stewards who are union members and who act as mere intermediaries. For these services the contractors receive varying amounts which frequently are as much as full union scale.

Similarly one man in every musical combination is termed a leader, and must receive additional compensation whether he actually discharges the function of the conductor or not. This man again receives increased scale which runs up to double salary. In New York, for instance, the employer of a single musician pays $2\frac{1}{4}$ salaries. One salary is paid to the musician for his services as a performer, one salary is paid for his services in acting as a contractor in hiring himself and an extra one-fourth salary for his services in leading himself. Where two men are hired, say a pianist and a violinist, the employer pays $3\frac{1}{2}$ salaries, one salary for each of the performers, one salary for the contractor and an extra one-fourth salary because one of the men is supposed to be the leader of the other. Where a quartet is hired, six salaries are paid for the services of four men since one salary must then be paid for the contractor and one full salary for the leader.

TELEVISION

One of the most striking instances of the exercise of arbitrary power by the union has been with respect to television. Television holds a valuable promise for the future of our country and the world. It involves not only great new developments in science and art but great new opportunities for equipment for many persons in many occupations and belonging to many different unions and crafts. Not least of the promise of television is employment to the members of the musicians' union.

At the present time television is wholly noncommercial and is in a developmental stage. Broadcasters, at enormous expense, are carrying on experiments, not only in the scientific aspects of this field, but with respect to programing. Among the problems involved in the use of musicians in television. The February 1945, issue of the International Musician, the official journal of the A. F. M., carried the following notice:

By order of the International Executive Board, members of the American Federation of Musicians are not permitted to play for television in any form until further notice.

The ban on the performance of instrumental musicians for television purposes was not coupled with any demand or suggestion or request. It is absolute. It has been interpreted in practice to apply to performance by musicians even where their performances are merely heard and where the musician is not included within the field of vision.

The entire program of experimentation in certain aspects of the art is, therefore, being delayed, with resultant loss not only to broadcasters and members of the American Federation of Musicians, but to the citizens of our country who expect to find employment in this new field, and to the great numbers of our citizens who will ultimately reap its benefits as the television audience.

CONCLUSION

I have not appeared before you as the advocate or sponsor of any specific piece of legislation. Nor have I any specific legislation to suggest. I do not believe the bill which is before you successfully meets any phase of the problem which has been outlined. That the problem exists and that it must be remedied, however, I hope that this presentation of the bald facts has made clear. Radio has not harmed, it has rather benefited the professional musician. It has increased his compensation. It has improved his status. Beyond this it has democratized the musical art, and affords the best of every type of music to all of the citizens of our country, not only for those who in the great urban centers can pay the price of admission to the leading places of amusement.

At the present time we have no remedy when we are confronted with demands which are unjust. The Department of Justice has attempted to intervene with respect to this union but the courts have held that no law of the United States is being violated. The National War Labor Board has issued final directives which our industry wholeheartedly obeys and respects. When, however, these directives have not been welcome to the union, the union has disregarded them. The National Labor Relations Board has issued decisions favoring the contentions of broadcasters. When it has pleased the union to do so, these decisions have similarly been disregarded. Not only the armed services, but the governmental agencies which are involved in the war effort, have issued requests to the union. These requests have not been followed.

Finally the President of the United States has urged the union to obey the directive of the National War Labor Board and the answer has been "No." Broadcasters have not failed to comply with any

governmental request, and they obey both the spirit and letter of every governmental directive. From the viewpoint of the public interest, ours is an important industry. We feel our responsibility keenly. Step by step, however, we have been frustrated by the demands of this union and by the helplessness of existing governmental agencies to find a solution to the problems which are involved here. We are, therefore, particularly grateful for the invitation which has been issued to us to lay our problems before you. That the problems exist, no one can deny. The solution we leave in your hands.

The CHAIRMAN. Mr. Ryan, I think the committee agrees that the pending bill is inadequate to meet the situation. The committee intends to go into that question, in considering legislation that we hope will be practically applied to the situation which you have described to us this morning.

Are there any questions?

Mr. BULWINKLE. Mr. Chairman.

The CHAIRMAN. Major Bulwinkle.

Mr. BULWINKLE. Mr. Ryan, you spoke of the Department of Justice. Which Assistant Attorney General or who in the Department of Justice has been on this matter?

Mr. RYAN. The case was begun by Mr. Thurman Arnold when he was with the Department of Justice.

Mr. BULWINKLE. Who followed it up when he went on the bench?

Mr. RYAN. I think it was concluded before he left the Department.

Mr. BULWINKLE. It was?

Mr. RYAN. Yes, sir.

Mr. BULWINKLE. Did he have a report? Did he make a report to the Department on it?

Mr. RYAN. The case finally went to the Supreme Court and it was decided there.

Mr. BULWINKLE. Well, there has been no one on it since that time?

Mr. RYAN. No, sir.

Mr. WOLVERTON. Mr. Chairman.

The CHAIRMAN. Mr. Wolverton.

Mr. WOLVERTON. You made reference to the fact that the Department of Justice had been interested in the matter, but that the courts had held that no law was being violated.

Would you be able to give us the case which you had in mind when you said that the courts had held that no law was being violated?

Mr. RYAN. I wonder if I could ask Mr. Kaye to answer that question.

STATEMENT OF SYDNEY M. KAYE, SPECIAL COUNSEL FOR THE NATIONAL ASSOCIATION OF BROADCASTERS, NEW YORK, N. Y.

Mr. KAYE. The citation of that case is *United States v. American Federation of Musicians, et al.* (47 Fed. Sup. 304), which was the District Court, Northern District of Illinois, in 1942, and the case was affirmed by the Supreme Court of the United States in 138 United States, 741.

The CHAIRMAN. Mr. Kaye, I would like to ask you a question in that connection. What was that suit for; was it an injunction suit?

Mr. KAYE. That was a suit for injunction, restraining the union from a cessation of services to recording companies, on the ground

that an absolute cessation of work, coupled with no demand on an employer, represented a conspiracy, and not a labor dispute. Judge Barnes, the district judge before whom the case was heard, ruled that it involved a labor dispute, under cases which formed a precedent in the Supreme Court of the United States; because, in a sense, it was analogous to a strike against a machine and represented the desires of the members of the American Federation of Labor that all music should be played by musicians in the immediate presence of their audience rather than by recordings. He therefore decided that the antitrust laws were not being violated, and the Supreme Court of the United States sustained that decision.

The case, I may say, has been cited since then in other cases involving activities of labor unions in strikes in connection with improved machinery or processes which were used.

The CHAIRMAN. Does that decision interpret the Norris-LaGuardia Act in that connection?

Mr. KAYE. Both the Norris-LaGuardia Act and section 20 of the Clayton Act were claimed to be applicable, because of the fact that a labor dispute was ruled to be involved.

The CHAIRMAN. So, the finding was that laws had been passed by Congress permitting those acts, or at least, permitting them to the extent that no injunction could be granted on account of them.

Mr. KAYE. Precisely so, sir. The Court held that no law was being violated, because a labor dispute was involved and that neither the Norris-LaGuardia Act nor section 20 of the Clayton Act were applicable.

Mr. BROWN. Was it a unanimous decision of the Court, if I may ask, Mr. Chairman?

Mr. WOLVERTON. I will read the record of the case you have cited.

318 U. S. 741, No. 670.

U. S. v. American Federation of Musicians, et al, appeal from the District Court of the United States for the Northern District of Illinois, February 15, 1943.

Per curiam: The judgment is affirmed. (Act of March 23, 1932, 47 Stat. 70; 29 U. S. C., Secs. 101-115, *New Negro Alliance v. Sanitary Grocery Company*, 303 U. S., 552; *Milk Wagon Drivers' Union v. Lake Valley Company*, 311 U. S., 91.)

Assistant Attorney General Arnold for the United States.

Joseph A. Padway for appellees.

Reported below: 47 F. Sub. 304.

Mr. BROWN. What was the division shown?

Mr. WOLVERTON. It does not give it in this report.

Mr. MURPHY. It is never given in a per curiam. If it is a per curiam it shows lack of decision.

Mr. KAYE. I had forgotten that the case was decided per curiam.

Mr. ROGERS. Mr. Chairman.

The CHAIRMAN. Mr. Rogers.

Mr. ROGERS. Mr. Ryan, you seem to think that this bill is insufficient.

Mr. RYAN. Yes, sir; that is true.

Mr. ROGERS. Can you and your attorney make a suggestion to the committee outlining amendments that would, in your opinion, be sufficient to take care of this situation?

Mr. RYAN. Well, sir, I am not an attorney. I might ask Mr. Kaye if he can answer that question.

Mr. ROGERS. You have got attorneys, I imagine.

Mr. KAYE. We have given that a good deal of thought and we have found ourselves confronted with certain basic difficulties. In the first place, it is obvious that the bill addresses itself to only one of the problems which has been outlined by Mr. Ryan. Starting with that as a basis, however, and addressing myself solely to that problem: This is an amendment to the Federal Communications Act. Therefore, it can be applicable and beneficial only to the licensees of broadcasting stations, and does not apply generally to educational institutions. For instance, even in the case of Interlochen there is a general ban against that institution because it has been unfair to the union by its very appeal to the Congress. I recognize the question of intercommittee jurisdiction which is involved, but, nevertheless, it seems to me a defect of the bill that it does not apply directly to the relief of the institution.

Now, beyond that, the bill contains provisions that it is illegal to conspire to prevent the presentation of a program prepared and planned for presentation by radio, or in the process of being transmitted by radio stations.

Conceivably, it could be argued that a program which was not planned for presentation by radio or in the process of being transmitted by radio, was not within the scope of the legislation if the intimidation had occurred prior to that preparation or broadcast. Indeed, the process of intimidation exists today.

Furthermore, it is illegal to prevent by group action the operation of any broadcasting station while preparing for or in the operation of broadcasting such noncommercial educational or cultural programs.

I again point out that it is probable that the intimidation would occur prior to the time that the station was preparing or in the operation of broadcasting such reports.

There is a proviso that there is no illegal action if the interference is of a general and broader nature or purpose than to prevent or interfere with the broadcasting of such noncommercial, educational, cultural programs. That means that if the interference is part of a broader objective, the bill has no effect, and that seems to us, perhaps, to be a challenge to the ingenuity of persons seeking to evade the act merely by making their interference part of a broader program.

And, finally, the bill is not applicable if any money is paid to any person producing or participating in the program, and in most programs someone who is paid does produce or participate. More than that, I think that it is probable that even if this bill were passed or even if it were passed in an amended form, that a broadcasting station which found itself confronted with a request by an educational institution that a program be broadcast, and desired to afford the educational institution an opportunity to broadcast, might well find that it was subject to some retaliation which did not form a part of an action affecting wages, hours, or working conditions. That and other difficulties in connection with the bill have occurred to us, but we have not had intelligence to find all of the answers, I regret to say.

Mr. MURPHY. Mr. Chairman.

The CHAIRMAN. Mr. Murphy.

Mr. MURPHY. You were discussing the definitions of the bill.

Mr. KAYE. The Senate bill, yes.

Mr. MURPHY. The Senate bill. I do not think the section means much myself.

Mr. KALYE. Well, as I understood it at the previous hearing before you, it was stated that the Attorney General had suggested that the bill would be better if the definition was omitted.

Mr. MURPHY. I would think so.

Mr. RYAN. Might I also add, Mr. Chairman, from a practical viewpoint, that I cannot imagine a radio station that would prepare to broadcast or be in the act of broadcasting a program coming from an organization already on the unfair list.

The CHAIRMAN. That would tend to prevent any man from being employed who was not a member of the union.

Mr. RYAN. That would result in starting trouble with the local American Federation of Labor Musicians in regard to your staff orchestra and all musical employees at the studio.

The CHAIRMAN. So the bill as it stands would not prevent contributions, financial contributions from the musical organization.

Mr. RYAN. That is true.

The CHAIRMAN. So that the American Federation of Musicians would have several other clubs it could use besides this.

Mr. RYAN. That is correct.

The CHAIRMAN. Do you have with you a copy of the demands made by the American Federation of Musicians of 1937 to which you referred?

Mr. KAYE. Yes; we have.

I have, Mr. Chairman, a photostat headed "Radio" which represents the original demands made by the union and handed to the broadcasting stations. That is 2 pages.

I also have the plan of settlement and contract between representatives of radio stations affiliated with radio networks and the A. F. of M. dated November 12, 1937, and the supplementary agreement for stations not affiliated with networks, dated May 6, 1938.

Would the Chairman like me to put those three documents in the record?

The CHAIRMAN. I would like to have those placed in the record, and if it is convenient, you might pick out the significant provisions of them and read them.

Mr. KAYE. Then, I will mark them before I place them in the record, sir. That will be done today.

(The matter referred to is as follows:)

RADIO

1. No records or electrical transcriptions to be used at any stations unless the number of musicians satisfactory to the American Federation of Musicians is employed at same.
2. To have musicians employed at radio stations or to have a station use records or electrical transcriptions of musicians belonging to the American Federation of Musicians, such stations must be licensed by the federation.
3. Radio stations may make records or electrical transcriptions for audition purposes or for their own record but such records or electrical transcriptions must not be commercially used. Furthermore, radio stations desiring to manufacture records or electrical transcriptions must agree to the same rules and regulations as do recording companies or companies manufacturing electrical transcriptions and be licensed by the federation.

4. Members of the federation will not be permitted to play for any broadcasting studio if their services are transmitted to a radio station which uses records or electrical transcriptions but does not employ musicians.

5. Members of the federation can only play for employers who use records which are registered and numbered in accordance with the agreement with the recording or transcription companies and the federation.

6. Members of the federation can only play for the manufacture of records or electrical transcriptions if the company, firm, corporation, or individual making same is licensed by the American Federation of Musicians.

7. Records which are taken from the air or pilfered in any other way are not to be used under any circumstances.

8. Records can only be used at radio stations if same employ a number of musicians satisfactory to the American Federation of Musicians.

9. All contracts with radio stations made with members of the American Federation of Musicians must be under the conditions agreed upon between corporations making records and such as make electrical transcriptions.

10. An announcement of a mechanical production must in all cases be clearly made so as to make the public fully aware of same. Furthermore, each program of a broadcast published or caused to be published in a newspaper or trade publication shall indicate clearly those portions of the program which are broadcast from electrical transcriptions or records.

11. The federation is ready and willing to permit transmission of music made by its members to a radio station which employs an orchestra and which in addition thereto uses nothing but records made by licensed recording companies. In the event that a sponsored program cannot be put on the air at the exact time allotted to it, an electrical transcription may be made of such program to be put on the air on the same day but the American Federation of Musicians must immediately be advised that such has been done and the record of such transcription must be sent to the American Federation of Musicians to be destroyed.

12. All contracts made by members of the federation must contain stipulations in accordance with which records can be made and the stipulations under what conditions the services of studio orchestras may be transmitted to other radio stations.

13. In no jurisdiction of any local of the American Federation of Musicians can members play for an employer in contradiction of any of the above rules.

14. All contracts between members and radio corporations, stations or networks, or trade agreements between members and radio corporations, stations or networks in order to be valid must be approved by the international executive board of the American Federation of Musicians, the President of the federation or any authority designated for that purpose by the federation. Furthermore, the contracts must contain all stipulations under which members of the American Federation of Musicians can make records or render services for radio corporations, stations or networks.

PLAN OF SETTLEMENT BETWEEN REPRESENTATIVES OF RADIO STATIONS AFFILIATED WITH NATIONAL NETWORKS AND AMERICAN FEDERATION OF MUSICIANS PRESENTING A GENERAL PLAN FOR THE SOLUTION OF THE UNEMPLOYMENT PROBLEM OF MUSICIANS

1. The American Federation of Musicians (hereinafter referred to as the Federation), takes the position that the increase in use of network distribution of musical programs and the increase in use of phonograph records and transcriptions has decreased the volume of employment of musicians at radio stations. A large proportion of radio stations in the country receive network programs and use phonograph records and transcriptions, but do not employ a single staff musician.

2. By reason of this complaint, the Federation made a demand addressed to the entire broadcasting industry for the employment of more musicians, such demand being accompanied by the statement that members of the Federation would not perform for stations receiving network programs or using records or transcriptions unless such stations employ the number of musicians or expend an amount for compensation of staff musicians satisfactory to the Federation.

3. The broadcasting industry is composed of approximately 700 independent units, no one of which can bind any other, and any agreement to increase employment must be made by each individual unit for itself.

4. In order to avert such withdrawal of musicians, representatives of a large majority of stations affiliated with the three national networks (hereinafter referred to as Affiliates) selected a committee to negotiate with the Federation to establish a mutually satisfactory basis for the employment of additional musicians by Affiliates. This committee has no power to bind any station. Its function is to recommend to Affiliate stations the execution of a local agreement in the form and on the basis herein contained.

5. At a convention in New York City, September 10th to 12th, 1937, representatives of approximately 200 network affiliated stations, and at meetings at New York City, September 15th, and 16th, 1937, the International Executive Board of the Federation (hereinafter referred to as Federal Board) approved in principle the basis of settlement herein set forth of the requirement for increased employment from Affiliates (excluding Key Stations), that is to say, that the Federation will regard it as a satisfactory increase in the employment of staff musicians by Affiliates if the following result is achieved: That the aggregate expenditure of such Affiliates for staff musicians during the period of this Plan of Settlement shall be not less than One Million Five Hundred Thousand (\$1,500,000.00) Dollars per annum in excess of the amount so spent by them during the year beginning September 1st, 1936, and ending August 31st, 1937; provided, however, that the allocation among Affiliate stations of this increased expenditure shall be made by the Affiliate group of the industry itself and shall be subject to the approval of the Federation in the light of the desire of the Federation to spread increased employment as widely as possible throughout its jurisdiction in the United States and Canada, and provided further, that the aggregate expenditure for staff musicians by Affiliates as a group shall in no event be less than Three Million (\$3,000,000.00) Dollars per annum.

6. It is the desire of the Federation Board and of the Negotiating Committee of the Affiliates to agree upon basic terms and conditions and provisions insofar as staff musicians are concerned which will be used as part of each individual agreement to be executed by the individual Affiliate stations and the respective Local Unions affiliated with the American Federation of Musicians.

All other conditions under which musicians are to be employed by the individual Affiliate stations are to be negotiated between the individual Affiliate stations and the respective Local Unions.

7. The Negotiating Committee of the Affiliates has devised a formula for calculating a quota of expenditure to be allocated to each Affiliate in order to increase by not less than One Million Five Hundred Thousand (\$1,500,000.00) Dollars per annum, the expenditures for staff musicians by Affiliates as a group as compared with such aggregate expenditures during the base year September 1, 1936, to August 31st, 1937, and bring the same up to a total in excess of Three Million (\$3,000,000.00) Dollars per annum, no Affiliate to reduce its expenditures for staff musicians below that made by it during the base year. The Negotiating Committee has applied this formula and submitted to the Federation Board the figures so derived for the allocated quota of annual expenditure for staff musicians to be recommended to each Affiliate under the terms of this Plan of Settlement. This allocation has been approved by the Federation Board.

8. In any case in which net receipts from sale of time of the Affiliate station is used as a factor in arriving at the allocated quota, any such station which has been licensed for operation for less than a full year shall be regarded as if it had been in operation a whole year and the revenue pro rated.

9. Since it is the declared intention of the Federation of Musicians not to perform their services for broadcasting stations unless the Affiliate stations and the network Key stations as herein defined make agreements satisfactory to the Federation, members of the Federation will not perform as herein outlined unless by the dead-line date set forth herein agreements shall have been executed by Affiliate and Key stations satisfactory both as to form and number to the Federation. By a satisfactory number is meant substantially all of the Affiliate and Key stations as demanded by the Federation.

It is understood that no contract will become binding either upon the Federation or any of its Local Unions or upon the Affiliate signing same until the aforementioned satisfactory number of contracts shall have been reached, executed, and actually exchanged. However, since signing of contracts in a form

satisfactory to the Federation will be an evidence of good faith upon the part of individual Affiliates, any Affiliate which executes the approved form of contract prior to the dead-line date, will not be deprived of the services of local Federation musicians in the community in which it operates, irrespective of any action which may be taken whereby Federation musicians decline to render their services with respect to network broadcasting by reason of the failure of Affiliates as a group to sign a satisfactory number of contracts.

10. Wherever the expression "Key stations" is used in this Plan of Settlement it refers to the originating Key stations of the National, Columbia, and Mutual networks as now existing or hereafter may be established in the United States or Canada, and the quota of expenditure referred to in paragraph 5 does not include expenditure for staff musicians at such Key stations. For the purposes of this Plan of Settlement, the Key stations are as follows:

In the City of New York: WEAJ, WJZ, WABC, WOR.
 In the City of Chicago: WMAQ, WENR, WBBM, WGN.
 In the City of Los Angeles: N. B. C. Studios, KNX, KHJ.

11. The scale of wages, hours of employment, and local working conditions for the services of staff and any other instrumental musicians shall be determined by the Local Union of the Federation.

12. The final or dead-line date for the purpose of entering into local contracts in accordance with the Plan of Settlement is December 1st, 1937. All contracts made by individual Affiliates with their Local Unions of the Federation in accordance herewith shall be as of that date, and if the dead-line date for any reason is altered by the Federation Board, the effective date of all such contracts made hereunder shall be correspondingly altered. The provisions of this Plan of Settlement shall, with appropriate provisions with respect to unexpired contracts, run for a period of two (2) years from the final effective dead-line date, as set forth in Article 17 of the annexed schedule.

13. The allocated quota for Affiliate station expenditure for employment of musicians shall be registered with the Federation and the Affiliate. Thereupon, the quantity of service Affiliate shall receive from members of the Local for the expenditure during the full year of the gross amount of the allocated quota shall be as determined under paragraph 11 hereof. In certain cases, however, Affiliates have already expended, during the past year, an amount greater than the allocated quota. Therefore, in no case shall the expenditure for staff musicians by any Affiliate in each year during the term of this agreement be less than it was from September 1st, 1936, to August 31st, 1937, or less than the allocated quota, whichever is higher; and no Local Union of the Federation shall compel any Affiliate to increase these amounts during the term of its individual contract except where a Local has given concessions to an Affiliate with the understanding that the Local could thereafter withdraw the concessions.

14. The Plan of Settlement and the quota of expenditure as set forth herein applies to all Affiliates as above defined, but not to Key stations as above defined, and does not apply to stations not affiliated in the United States or Canada with the three national networks as of November 1st, 1937. It does apply to, however, and there are to be included in the quota distribution hereunder, the following Canadian stations affiliated with the United States national networks:

CKAC—Montreal	CFRB—Toronto
CFCF—Montreal	CRCT—Toronto
CKLW—Windsor	

15. No expenditure made by any station which hereafter becomes an Affiliate as herein defined shall be credited against the agreed expenditure referred to in paragraph 5 hereof.

16. Any agreement entered into between an Affiliate and the Local Union of the Federation in order to be valid must be approved by and registered with the Federation Board, the President of the Federation, or any authority designated for that purpose by the Federation.

17. The annexed Schedule containing the basic terms and conditions growing out of this Plan of Settlement shall form part of each agreement between an Affiliate and the Local Union.

18. The Negotiating Committee and the Federation have agreed that the Negotiating Committee will send a copy of the Plan of Settlement and the Schedule referred to in the preceding paragraph, to the Affiliate stations and the Federa-

tion will send a copy of the Plan of Settlement and the Schedule referred to in the preceding paragraph, to each of the Local Unions.

International Executive Board, American Federation of Musicians: Joseph N. Weber, President; C. L. Bagley, Vice President; Fred W. Birnbach, Secretary; Harry E. Brenton, Fin. Sec'y-Treasurer; C. A. Weaver; A. C. Hayden; James C. Petrillo; J. W. Parks; Walter M. Murdoch.

Negotiating Committee, Independent Radio Networks Affiliates: Samuel R. Rosenbaum, WFIL, Chairman; Emile J. Gough, Hearst Radio, Secretary; Edwin W. Craig, WSM; John J. Gillin, Jr., WOW; George W. Norton, Jr., WAVE; L. B. Wilson, WCKY, Chairman, Finance Committee; John Shepard, 3d, Yankee Network, Quota Allocation Committee; Mark Ethridge, HAS, Ex-Office.

NOVEMBER 12, 1937.

SCHEDULE A, NOVEMBER 12, 1937

1. All the terms, conditions, and provisions of this Schedule shall, for all purposes, be deemed and be part and parcel of the annexed agreement, and whenever and wherever the terms, conditions, and provisions contained in the said annexed agreement are inconsistent with the terms, conditions, and provisions contained in this Schedule, the terms, conditions, and provisions of this Schedule shall obtain and prevail.

2. Whenever the term "Federation" is used herein, same shall refer to and be deemed to mean the American Federation of Musicians. Whenever the term "Local" is used herein, same shall be deemed to mean and refer to the Local unit of the Federation which is a party to the annexed agreement. Wherever the term "Affiliate" is used, same shall be deemed to mean and refer to the owner and/or operator of the Broadcasting Station, which is a contracting party to the agreement to which this Schedule "A" is attached.

3. The entire amount of the allocated quota to be expended by the Affiliate, per annum, for the employment of staff musicians must be so expended during a period extending for not less than nine (9) months in each year, the intention being to provide regular employment for staff musicians. Special exception, shortening the period of nine (9) months, shall be made by the Federation in cases where the Affiliate operates in winter resorts, as, for example, Miami, Florida, where the business season is less than nine (9) months.

4. A staff musician is one who is paid at a weekly rate and not at a single performance rate. Compensation for services of musicians employed as extra men or employed otherwise than to play musical instruments, and compensation to staff musicians for overtime or extra rehearsals is not to be included in the expenditure of the allocated quota of the Affiliate.

5. If a Local requires that a higher rate be paid for the privilege of using staff musicians in commercial programs as well as in sustaining programs, the full amount so paid by Affiliate to staff musicians on a weekly salary (as per Article "4" hereof) shall be credited against Affiliate's allocated quota, regardless of the quantity of commercial services rendered during any one week. It is agreed, however, that staff musicians may be required by Affiliate to play on either or both commercial, and sustaining programs.

It is further agreed that in the event that any Local Union will grant more advantageous rates to advertisers or their agents for commercial programs than the rates charged by such Local for the same kind of service to the Affiliates for commercial programs, then and in such case the Local will give the Affiliate the benefit of such more advantageous rates.

6. In expending the sums of money required to be spent by the Affiliate, as per the terms of the annexed agreement, Affiliate agrees to employ only members in good standing of the Locals affiliated with the Federation as staff musicians. All musicians other than staff musicians employed by Affiliate shall likewise be employed upon terms and conditions as agreed upon between Affiliate and Local Union.

7. The Local will furnish Affiliate competent and qualified musicians in good standing in the Local and members of the Federation, who will be employed by Affiliate through a contracting member or leader. The compensation paid to any contracting member or leader is to be credited against the allocated quota of Affiliate. Affiliate shall have full control of the instrumentation desired. Affiliate shall have full control of program material and selection of music. If Affiliate

has any complaint regarding the ability or competency of a staff musician furnished by a leader or contracting member, Affiliate may first appeal to the Local and then to the Federation for an adjustment. Federation will cause the musician to whom the Affiliate objects to be examined, such examiner not to be a member of Local Union. If the examiner finds that the musician is not competent for the class of service required of him and he cannot be replaced by the Local, Affiliate shall have the right to employ a member of Federation from another Local.

8. Affiliate may give any staff musician employed by it reasonable notice for terminating his employment. Should any controversy develop as to the length of such notice, same shall be determined by the International Executive Board of Federation. The Affiliate may publish reasonable rules and regulations relating to the conduct of employees of Affiliate, and musicians shall conduct themselves while on the premises of Affiliate in accordance with such rules and regulations. For improper deportment demand may be made that the leader discharge the musician and on his failure to do so the Affiliate may appeal to Local and then to Federation. In the event that the employment of a staff musician is terminated, such change of personnel shall in no wise reduce Affiliate's obligation to expend the full amount of his allocated quota or in any other manner alter the provisions of this agreement.

9. Any Affiliate located in the United States or Canada entering into the annexed agreement with the Local Union of the Federation for the expenditure of an allocated quota as provided for therein, may without any objection or demand by the Federation or Local send to and receive from any station in the United States national and regional network broadcast programs.

Against receiving foreign programs, no objection will be raised by the Federation or Local. Canadian programs shall for the purpose of this Article, not be deemed to be foreign programs.

10. Announcement of a mechanical production of music must in all cases be clearly made.

11. Affiliate may make records or electrical transcriptions of a program for audition purposes or filing by Affiliate or agency or client, without extra charge to Affiliate by musicians, provided that such services are rendered during the time for which musicians are being paid, but such records or transcriptions must not be broadcast, and the Federation must be advised when such records are made. Members of the Federation will not render their services to any Affiliate for the manufacture of records or transcriptions of programs for broadcast or any other public performance, unless such Affiliate is licensed by the Federation for that purpose.

12. In the event that a sponsored program cannot be put on the air by Affiliate at the time such Affiliate receives it, an electrical transcription of such program may be made by the receiving station without extra charge by musicians, to be put on the air no later than the seventh day counting from the day that the transcription was made. As soon as the transcription is made, which transcription is not to be duplicated, Federation must be advised thereof, and after such use, the transcription must be sent to it to be destroyed.

13. Records of music which are pilfered are not to be used under any circumstances.

14. Members of the Federation need not render their services to a station originally owned by an Affiliate but transferred or assigned by an Affiliate unless the assignee of such Affiliate shall agree to carry out and assume the unexpired portion of the agreement between said Affiliate and the Local Union of the Federation, in the event of which assumption, the assignor Affiliate shall be relieved of further liability under the said agreement.

15. In the event the Affiliate's Federal license is suspended or terminated, or in the event of the discontinuance of the operation of such station, whether because of fire, war, force majeure, or Acts of God, the allocated quota of expenditure as provided for in the annexed agreement shall be abated or cancelled, as the case may be.

16. Both parties to the annexed agreement, that is, the Affiliate and the Local Union of the Federation, acknowledge that they have received a copy of the "Plan of Settlement" embodying the general plan for the solution of the unemployment problem of musicians.

17. The annexed agreement shall continue for two (2) years from the date hereof and the expenditure undertaken by the Affiliate under such agreement shall be for each of such two (2) years. Nothing therein contained shall be

construed so as to interfere in any way with any existing contract between Local and Affiliate. Neither shall anything therein contained interfere with any right of the Local to fix or change within said two (2) years its scale of wages, hours of employment or local working conditions, or other conditions over which the Local has jurisdiction, unless the Local and Affiliate agree otherwise with respect thereto, provided, however, that in no case shall the agreed expenditure to be made by Affiliate be increased except where a Local has given concessions to an Affiliate with the understanding that the Local could thereafter withdraw the concessions. However, Affiliate shall commence the expenditure of its allocated quota from date that this agreement becomes effective, and to the extent to which such allocated amount exceeds any amount which the Affiliate is required to expend by an existing local contract, the expenditure of such excess shall commence from the date this agreement becomes effective, and from the date of the expiration of any existing agreement such expenditure shall continue to the extent of the entire allocated quota.

18. Federation, subject to the provisions of Article 19 hereof and subject to its obligations to the American Federation of Labor, by its approval and delivery of the annexed agreement, for and on behalf of the Local Union, and the Local Union which is a party to the annexed agreement, both obligate themselves for the full, due and complete performance thereof, and agree that there will be no stoppage of work so long as there is no default in or violation of any of the provisions of such annexed agreement by the Affiliate executing the same. The Local Unions of the Federation and the Federation Board agree to notify Affiliate in writing of what they deem to be a default or violation on the part of such Affiliate, and the Federation agrees that there will be no stoppage of work as in this paragraph specified until such Affiliate shall have had two (2) weeks from and after the receipt of such notice in writing to rectify the default or breach complained of. Notice of a default shall be no presumption of actual default. If in answer to the notice of default the party allegedly in default denies such default, then the Local Union will advise the Federation and Federation will promptly appoint one of its members, not a member of the said Local Union, and the Affiliate will appoint a person engaged in the broadcasting industry (not employed by the Station) to meet within the said fourteen (14) day period, to investigate and determine the disposition of the claimed violation or default. The written determination of the said two parties shall be binding both upon the complainant and the party allegedly in default. Repetition after the expiration of the period of the original notice by the Affiliate of the violation originally complained of by the Federation Local shall thereafter eliminate the necessity of any further notice to Affiliate.

In case the Affiliate shall be in default with respect to moneys owed to musicians for services rendered, the Affiliate shall be entitled to only 24 hours' notice.

19. This agreement is predicated upon mutual good faith between Federation and Affiliates and is intended for the essential purpose of increasing employment of musicians in radio broadcasting.

Affiliate acknowledges and agrees that it executes this contract to take effect simultaneously with similar contracts by other Affiliates and Key Stations or Networks executed in accordance with the general Plan of Settlement referred to in Article 16 hereof.

It is agreed (a) that if a substantial number of Affiliates and/or any network company or corporation executing contracts in pursuance of such Plan of Settlement have defaulted with respect to the expenditure of their respective quotas as provided in their agreements, or (b) that if in the sole judgment of the Federation, the operation of this and other agreements with Affiliate or Key Stations entered into pursuant to the Plan of Settlement fails sufficiently to carry out the purpose of the Federation to increase employment of instrumental staff musicians in the broadcasting industry, then and in its sole determination and option, the Federation shall have the right to cancel and terminate all agreements executed in pursuance of the Plan of Settlement by giving fourteen (14) days' notice to such effect.

With respect to the extent of defaults necessary to create a substantial breach for the purpose of subdivision (a) of this Article, the judgment of the Federation shall likewise be determinative.

With respect to any such breach under subdivision (a) of this Article, nothing in this Article contained shall prejudice any other legal or equitable right of the Federation and/or Local against any Affiliate which may have committed any such default or breach.

The notices referred to in this Article shall be sent in writing by registered mail to all the Key Stations, signatory to agreements pursuant to the Plan of Settlement and to a person, firm or corporation to be designated in writing by the Negotiating Committee of the Independent Radio Networks Affiliates.

20. Nothing in this agreement contained shall be deemed to require the Affiliate or any Local Union to violate any law or any regulation of the Federal Communications Commission.

21. The expenditure for staff musicians to be made by the Affiliate in each year during the terms of the annexed agreement shall not be less than such expenditure made from September 1st, 1936, to August 31st, 1937, or less than the amount mentioned in the annexed agreement as the allocated quota hereunder, whichever is higher. Clause 19 (b) shall not be construed to authorize a general termination for the purpose of increasing the allocated quotas.

PLAN OF SETTLEMENT BETWEEN REPRESENTATIVES OF INDEPENDENT NONNETWORK STATIONS AND AMERICAN FEDERATION OF MUSICIANS, PRESENTING A GENERAL PLAN FOR THE SOLUTION OF THE UNEMPLOYMENT OF MUSICIANS

1. The American Federation of Musicians (hereinafter referred to as the "Federation") takes the position that the increase in use of phonograph records and transcriptions has decreased the volume of employment of musicians at radio stations and that a large proportion of nonnetwork radio stations in the country use phonograph records and transcriptions, but do not directly employ musicians.

2. By reason of this complaint, the Federation made a demand addressed to the entire broadcasting industry for the employment of more Federation musicians, such demand being accompanied by the statement that members of the Federation would not perform for stations receiving network programs or using records or transcriptions, unless such stations employ the number of Federation musicians or expend an amount for compensation of Federation musicians satisfactory to the Federation.

3. The broadcasting industry is composed of approximately 700 independent units, no one of which can bind any other, and any agreement to increase employment must be made by each individual unit for itself.

4. In order to avert such withdrawal of Federation musicians, representatives of a large number of independent nonnetwork stations (hereinafter referred to as "independents") selected a committee to negotiate with the Federation to establish a mutually satisfactory basis for the employment of Federation musicians by independents. This committee has no power to bind any station. Its function is to recommend to independent stations the execution of a local agreement in the form and on the basis herein contained.

5. At meetings in New York City thereafter held, the negotiating committee of the independents and the international executive board of the Federation (hereinafter referred to as "Federation board") approved in principle the basis of settlement hereinafter set forth for the employment of Federation musicians by independents, to wit:

(a) Stations whose gross income in 1937 did not exceed \$20,000 shall be exempted from and shall not be required to expend any money during the term of this agreement for the employment of any musicians.

(b) Each station whose gross income in 1937 exceeded \$20,000 shall have an exemption of \$15,000 annually and shall agree and be required to expend each year for services of regularly employed musicians (known as staff musicians) an amount at least equal to $5\frac{1}{2}\%$ of such part of its 1937 gross income as is in excess of \$15,000; unless in 1937 it expended for services of musicians rendered in 1937 a sum in excess of $5\frac{1}{2}\%$ of its 1937 gross income, in which event its said expenditure each year shall be an amount at least equal to said greater percentage of such part of its 1937 income as exceeds \$15,000.

In no event, however, shall the expenditure of any independent under this subdivision be less than $5\frac{1}{2}\%$ of such part of its 1937 gross income as is in excess of \$15,000, even though in 1937 it expended less than $5\frac{1}{2}\%$ of its gross income.

Gross income as referred to in this Article means income of the station from the sale of time.

(c) Stations which in 1937 were licensed for operation for less than a full year shall be regarded as if they had been in operation a whole year and the revenue prorated.

6. It is the desire of the Federation board and of the negotiating committee of the independents to agree upon basic terms and conditions and provisions insofar

as Federation musicians are concerned which will be used as part of each individual agreement to be executed by the individual independent stations and the respective local unions affiliated with the American Federation of Musicians.

All other conditions under which Federation musicians are to be employed by the individual Independent stations are to be negotiated between the individual Independent stations and the respective Local Unions.

7. The scale of wages, hours of employment and local working conditions for the services of Federation musicians shall be determined by the Local Union of the Federation.

8. The final or deadline date for the purpose of entering into local contracts is in accordance with the Plan of Settlement. All contracts made by individual Independents with their Local Unions of the Federation in accordance herewith shall be as of that date, and if the deadline date for any reason is altered by the Federation Board, the effective date of all such contracts made hereunder shall be correspondingly altered. The provisions of this Plan of Settlement shall, with appropriate provisions with respect to unexpired contracts, run for a period of two (2) years from the final effective deadline date.

9. The allocated quota for Independent station expenditure for employment of Federation musicians shall be registered with the Federation and the Independent. Thereupon the quantity of service Independent shall receive from members of the Local for the expenditure during the full year of the gross amount of the allocated quota shall be as determined under paragraph 7 hereof. In no case shall the expenditure for Federation musicians by any Independent in any year during the term of this agreement be less than that specified in paragraph 5 hereof, and no Local Union of the Federation shall compel any Independent to increase these amounts during the term of its individual contract except where a Local has given concessions to an Independent with the understanding that the Local could thereafter withdraw the concessions.

10. The Plan of Settlement and the quota of expenditures as set forth herein applies to all Independents as above defined, and does not apply to stations affiliated in the United States or Canada with the National, Columbia, and Mutual networks.

11. Any agreement entered into between an Independent and the Local Union of the Federation in order to be valid must be approved by and registered with the Federation Board, the President of the Federation, or any authority designated for that purpose by the Federation.

12. The annexed Schedule containing the basic terms and conditions growing out of this Plan of Settlement shall form part of each agreement between an Independent and the Local Union.

13. The Negotiating Committee and the Federation have agreed that the Negotiating Committee will send a copy of the Plan of Settlement and the Schedule referred to in the preceding paragraph to the Independent stations and the Federation will send a copy of the Plan of Settlement and the Schedule referred to in the preceding paragraph to each of the Local Unions.

International Executive Board American Federation of Musicians:
Joseph N. Weber, President; C. L. Bagley, Vice President; Fred W. Birnbach, Secretary; Harry E. Brenton, Fin. Sec'y-Treasurer; C. A. Weaver; A. C. Hayden; James C. Petrillo; J. W. Parks; Walter M. Murdoch.

National Committee of Independent Broadcasters: Lloyd C. Thomas, WROK, Chairman; Harold A. Lafount, WELI, Vice Chairman; Gregory Gentling, KROC; Stanley Schultz, WLAW; H. Bliss McNaughton, WTBO; C. Alden Baker, WRNL; Frank R. Smith, Jr., WWSW; Jack R. Howard, WCPO; Edgar Shutz, WIL.

MAY 6, 1938.

SCHEDULE A, MAY 6, 1938

1. All the terms, conditions, and provisions of this Schedule shall, for all purpose, be deemed and be part and parcel of the annexed agreement, and whenever and wherever the terms, conditions, and provisions contained in the said annexed agreement are inconsistent with the terms, conditions, and provisions contained in this Schedule, the terms, conditions, and provisions of this Schedule shall obtain and prevail.

2. Whenever the term "Federation" is used herein, same shall refer to and be deemed to mean the American Federation of Musicians. Whenever the term "Local" is used herein, same shall be deemed to mean and refer to the Local

unit of the Federation which is a party to the annexed agreement. Wherever the term "Independent" is used, same shall be deemed to mean and refer to the owner and/or operator of the Broadcasting Station which is a contracting party to the agreement to which this Schedule "A" is attached.

3. If a Local requires that a higher rate be paid for the privilege of using musicians in commercial programs as well as in sustaining programs, the full amount so paid by Independent to musicians shall be credited against Independent's allocated quota, regardless of the quantity of commercial services rendered. It is agreed, however, that musicians may be required by Independent to play on either or both commercial and sustaining programs. In the event Local grants more advantageous rates to advertisers or their agents for commercial programs than the rates charged by Local for the same kind of service to Independent for commercial programs, then and in such case, Local will give Independent the benefit of such more advantageous rates.

4. In expending the sums of money required to be spent by Independent under the terms of the annexed agreement, Independent agrees to employ only members in good standing of the Locals affiliated with the Federation as staff musicians. A staff musician is one who is paid at a weekly rate and not a single performance rate. Compensation for services of musicians employed as extra men or employed for any other purpose than as staff musicians and compensation to staff musicians for overtime or extra rehearsal is not to be included in the expenditure of the allocated quota of the Independent. All musicians other than staff musicians employed by Independent, whether exempt or nonexempt, shall likewise be employed upon terms and conditions agreed upon by the Local Union. If any contracting member or leader is required by the Local, his compensation shall be credited against the allocated quota of Independent. Independent shall have full control of the instrumentation desired and full control of program material, and selection of music. The Local will furnish Independent competent and qualified musicians in good standing in the Local and members of the Federation, who will be employed by Independent through a contracting member or leader. If Independent has any complaint regarding the ability or competency of a staff musician furnished hereunder, Independent may first appeal to the Local and then to the Federation for an adjustment. Federation will cause the musician to whom Independent objects to be examined, such Examiner not to be a member of the Local Union. If the Examiner finds that the musician is not competent for the class of service required of him, and he cannot be replaced by the Local, Independent shall have the right to employ a member of Federation from another Local.

5. Independent may give any musician employed by it reasonable notice for terminating his employment. Should any controversy develop as to length of such notice, same shall be determined by the International Executive Board of Federation. Independent may make reasonable rules and regulations relating to the conduct of employees of Independent, and musicians shall conduct themselves while on the premises of Independent in accordance with such rules and regulations. In the event that the employment of a musician is terminated by Independent, such change of personnel shall in no wise reduce Independent's obligation to expend the full amount of Independent's allocated quota or in any other manner alter the provisions of this agreement.

6. Independent, upon entering into the annexed agreement with Local for the expenditure of an allocated quota, as provided for therein, is granted full rights to send to and receive from any Station in the United States or Canada regional or occasional transcontinental network programs, and to broadcast electrical transcriptions and phonograph records. No objection will be made to receiving and broadcasting programs from foreign countries. Records of pilfered music are not to be used under any circumstances.

7. Announcement of a mechanical production of music must in all cases be clearly made consistent with F. C. C. regulations.

8. Independent may make records or electrical transcriptions of a musical program for audition purposes or filing by Independent or agency or client, without extra charge to Independent by musicians, provided that such services are rendered during the time for which musicians are being paid, but such records or transcriptions must not be broadcast, and the Federation must be advised when such records are made. Members of the Federation will not render their services to any Independent for the manufacture of records or transcriptions of musical programs for broadcast or any other public performance, unless such Independent is licensed by the Federation for that purpose.

9. In the event that a sponsored musical program cannot be put on the air by Independent at the time such Independent receives it, an electrical transcription of such musical program may be made by the receiving station without extra charge by musicians, to be put on the air no later than the seventh day, counting from the day that the transcription was made. As soon as the transcription is made, which transcription is not to be duplicated, Federation must be advised thereof, and after such use, the transcription must be sent to it to be destroyed.

10. Members of the Federation need not render their services to a station originally owned by an Independent but transferred or assigned by an Independent unless the assignee of such Independent shall agree to carry out and assume the unexpired portion of the agreement between said Independent and the Local Union of the Federation, in the event of which assumption, the assignor Independent shall be relieved of further liability under the said agreement.

11. In the event the Independent's Federal license is suspended or terminated, or in the event of the discontinuance of the operation of such station, whether because of fire, war, force majeure, or Acts of God, the allocated quota of expenditure as provided for in the annexed agreement shall be abated or cancelled, as the case may be.

12. Both parties to the annexed agreement, that is, the Independent and the Local Union of the Federation, acknowledge that they have received a copy of the "Plan of Settlement" embodying the general plan for the solution of the unemployment problem of musicians.

13. The annexed agreement shall continue for 2 years from the date hereof and the expenditure undertaken by the Independent under such agreement shall be for each of such 2 years. Nothing therein contained shall be construed so as to interfere in any way with any existing contract between Local and Independent. Neither shall anything therein contained interfere with any right of the Local to fix or change within said 2 years its scale of wages, hours of employment or local working conditions, or other conditions over which the Local has jurisdiction unless the Local and Independent agree otherwise with respect thereto, provided, however, that in no case shall the agreed expenditure to be made by Independent be increased except where a Local has given concessions to an Independent with the understanding that the Local could thereafter withdraw the concessions. However, Independent shall commence the expenditure of its allocated quota from date that this agreement becomes effective, and to the extent to which such allocated amount exceeds any amount which the Independent is required to expend by an existing Local contract, the expenditure of such excess shall commence from the date this agreement becomes effective, and from the date of the expiration of any existing agreement such expenditure shall continue to the extent of the entire allocated quota.

14. Since it is the declared intention of the Federation of Musicians not to perform their services for broadcasting stations unless the Independent stations as herein defined make agreements satisfactory to the Federation, members of the Federation will not perform as herein outlined unless by the dead-line date agreements shall have been executed by Independent stations satisfactory both as to form and number to the Federation. By a satisfactory number is meant a satisfactory majority of the nonexempt Independent stations as demanded by the Federation.

If such satisfactory number of nonexempt stations have signed contracts, then all stations, exempt and nonexempt, are to be considered coming under this contract and entitled to the benefits of all stipulations contained herein in reference to the employing of musicians or in the use of phonograph records and electrical transcriptions.

It is understood that no contract will become binding either upon the Federation or any of its Local Unions or upon the Independent signing same until the afore-mentioned satisfactory number of contracts shall have been reached, executed, and actually exchanged.

The entire amount of the allocated quota to be expended by the Independent, per annum, for the employment of staff musicians must be so expended during a period extending for not less than nine (9) months in each year, the intention being to provide regular employment for staff musicians. Special exception, shortening the period of nine (9) months, shall be made by the Federation in cases where the Independent operates in winter resorts, as, for example, Miami, Florida, where the business season is less than nine (9) months.

15. Federation, subject to its obligations to the American Federation of Labor, by its approval and delivery of the annexed agreement, for and on behalf of the

Local Union, and the Local Union which is a party to the annexed agreement, both obligate themselves for the full, due, and complete performance thereof, and agree that there will be no stoppage of work so long as there is no default in or violation of any of the provisions of such annexed agreement by the Independent executing the same. The Local Unions of the Federation and the Federation Board agree to notify Independent in writing of what they deem to be a default or violation on the part of such Independent, and the Federation agrees, that there will be no stoppage of work as in this paragraph specified until such Independent shall have had two (2) weeks from and after the receipt of such notice in writing to rectify the default or breach complained of. Notice of a default shall be no presumption of actual default. If in answer to the notice of default the party allegedly in default denies such default, then the Local Union will advise the Federation and Federation will promptly appoint one of its members, not a member of the said Local Union, and the Independent will appoint a person engaged in the broadcasting industry (not employed by the Station) to meet within the said fourteen (14) day period, to investigate and determine the disposition of the claimed violation or default. The written determination of the said two parties shall be binding both upon the complainant and the party allegedly in default. Repetition after the expiration of the period of the original notice by the Independent of the violation originally complained of by the Federation Local shall thereafter eliminate the necessity of any further notice to Independent. In case the Independent shall be in default with respect to monies owed to musicians for services rendered, Independent shall be entitled to only twenty-four (24) hours' notice.

16. This agreement is predicated upon mutual good faith between Federation, Local, and Independent and is intended for the essential purpose of increasing employment of musicians in radio broadcasting.

It is agreed—

(a) that if a substantial number of Independents executing contracts in pursuance of such "Plan of Settlement" have defaulted with respect to the expenditure of their respective quotas as provided in their agreements; or

(b) that if in the sole judgment of the Federation the operation of the agreements entered into pursuant to the "Plan of Settlement" fails sufficiently to carry out the purpose of the Federation to increase employment of instrumental staff musicians by Independents, then, and in its sole determination and option, the Federation shall have the right to cancel and terminate all agreements executed in pursuance of the "Plan of Settlement" by giving fourteen (14) days' notice to such effect.

With respect to the extent of defaults necessary to create a substantial breach of contract for the purpose of subdivision (a) of this Article, the judgment of the Federation shall likewise be determinative.

With respect to any such breach under subdivision (a) of this Article, nothing in this article contained shall prejudice any other legal or equitable right of the Federation and /or Local against any Independent which may have committed any such default or breach.

The notices referred to in this Article shall be sent in writing by registered mail to the Independent or Independents involved.

17. Nothing in this agreement contained shall be deemed to require Independent or Local to violate any law or any regulations of the Federal Communications Commission.

Mr. BECKWORTH. Mr. Chairman.

The CHAIRMAN. Mr. Beckworth.

Mr. BECKWORTH. Mr. Ryan, have you or your attorney studied the action of other types of labor organizations to the extent that you know whether or not there are a good many cases parallel to this case in other unions that take in, we will say, other types of employees than musicians?

Mr. RYAN. I do not recall any such, sir.

Mr. BECKWORTH. In other words, you think it is very definite that this stands out as a type of case that has no other parallel in other union activities?

Mr. RYAN. I think that you can again quote from the president of the American Federation of Musicians in his testimony before the

Senate when he said that it is not every union that can demand these things or is strong enough to demand them.

Mr. BECKWORTH. And that is your opinion?

Mr. RYAN. That is my opinion.

Mr. BECKWORTH. Most of them do not do what is being done by this particular one?

Mr. RYAN. No, sir.

Mr. BECKWORTH. That is all.

Mr. MURPHY. Mr. Chairman.

The CHAIRMAN. Mr. Murphy.

Mr. MURPHY. I would like to ask the attorney for the gentleman if at the time the President announced that there was no authority to handle the situation with which the Nation was confronted by Mr. Petrillo, is it your opinion that at that time that there was no authority—was no legal basis for proceeding?

Mr. KAYE. Well, in view of the fact that the courts had finally ruled in this matter, and in view of the fact that there seemed to be no means of enforcing the rulings of the National War Labor Board, in this matter, I should say, it was clearly indicated that existing laws did not meet the situation.

Mr. MURPHY. Is there somewhere in the statement of the gentleman a suggestion, or is there something that you are putting in, that gives us your idea as to how it can be met?

Mr. KAYE. No, sir; we have not ventured to suggest a solution to that complicated problem for you.

The CHAIRMAN. Mr. Patrick, you wanted to ask a question?

Mr. PATRICK. Mr. Murphy asked my question.

Mr. WOLVERTON. Mr. Chairman.

The CHAIRMAN. Mr. Wolverton.

Mr. WOLVERTON. Mr. Kaye, in your opinion, is the decision in the district court, which the Supreme Court affirmed, determinative of the issue that originally brought about this Interlochen situation before the committee in the form of the pending bill?

Mr. KAYE. No, sir; I think it has no relation to it.

The case is one of a line of cases which indicates, as nearly as I can understand it, that any action by a labor union which can be claimed to have any connection with a labor objective is exempt from the present laws, insofar as remedial action is concerned. The decision of the court, however, related solely to the recording issue, and the point upon which it is precisely applicable is the fact that where a union makes a claim with respect to the use of a machine, that is deemed to be a strike against the machine and is a labor dispute. I do not think it is particularly applicable to the educational music point that you inquire about, sir.

Mr. WOLVERTON. Is it your opinion that the action of the American Federation of Musicians in the Interlochen case is contrary to law?

Mr. KAYE. I have come to the point, sir, where I really believe that no action of a labor union, which, by the remotest stretch of the imagination, could be deemed to be related to any interest of any member of the union can be affected by present law.

Mr. WOLVERTON. Is it your opinion that it would be unnecessary to pass additional legislation to deal with that original issue?

Mr. KAYE. Quite the opposite, sir. If you want to reach these issues, it is essential that legislation be passed, because the present laws are wholly ineffective in that direction.

Mr. BROWN. Will the gentleman yield for just one query?

Mr. WOLVERTON. Yes.

Mr. BROWN. Would it be possible to reach some of these situations by repealing a few of the laws we now have?

Mr. KAYE. You mean repealing the exemptive provisions of the present laws?

Mr. BROWN. Yes.

Mr. KAYE. That would certainly be one approach to the problem.

Mr. PATRICK. You are getting into a broad field there.

Mr. KAYE. Yes.

Mr. BROWN. Yes; and it is about time somebody plows it.

Mr. MURPHY. Mr. Chairman.

The CHAIRMAN. Mr. Murphy.

Mr. MURPHY. I would like to ask the gentleman, although I understand that he says that he does not have a definite opinion himself, as to what should be done. Have you, in a research of the law reviews or elsewhere, found a discussion of the subject and suggested remedies?

Mr. KAYE. There are a number of bills before the Congress now which purport, from one aspect or another, to approach the general problem.

Mr. MURPHY. Have you found any article in the reviews, or any discussions?

Mr. KAYE. Yes; there has been a good deal of literature on it recently.

Mr. MURPHY. Can you furnish us a memorandum of that?

Mr. KAYE. I can get together a memorandum of the leading articles for you.

Mr. MURPHY. Will you do that?

Mr. KAYE. Yes; and insert them in the record. (See p. 127.)

Mr. MURPHY. Yes.

The CHAIRMAN. Mr. Ryan, you spoke about the requirement that 5½ percent of the income of certain small stations in excess of \$15,000 be required to be contributed. That was contributed to whom?

Mr. RYAN. That was expended for staff musicians, members of the A. F. of M.

The CHAIRMAN. And is that paid directly to the musicians?

Mr. RYAN. Well, that is handled differently in different locals. Usually it is paid directly to the musicians. In some places the locals require the money to be paid into them, and then they disburse it to the musicians.

The CHAIRMAN. Do they divide that money with the national association?

Mr. RYAN. No. No; that money all goes to the musicians. It goes to them either directly or indirectly through a disbursing agency of their local union.

The CHAIRMAN. Will you explain a little further what you said in reference to the remote-control bands, as to the method applied to them?

Mr. RYAN. I did not get that question, Mr. Chairman.

The CHAIRMAN. As to the remote-control bands, the method of applying these actions to them.

Mr. RYAN. The remote-control bands are the easiest for the unions to cut off from service, and they are the first point at which they attack in case they are putting pressure on to obtain anything that they are anxious to secure.

These remote-control bands are, for instance, bands that are playing in hotels or restaurants that are picked up by what we call remote control, that is, by telephone wire leading to the station—to the radio station that is putting them on the air; and when a dispute exists between either that local station or with the network itself with which the local station is affiliated, the first demand made is that the network or the local station desist from picking up the remote-control band.

The CHAIRMAN. There are a good many speeches picked up in the same way, are there not?

Mr. RYAN. Yes, sir.

The CHAIRMAN. Has there been any demand in connection with speeches so far?

Mr. RYAN. No, sir.

The CHAIRMAN. But, I presume, since it is a similar operation, that it would be possible.

Mr. RYAN. Well, so far, the American Federation of Musicians has not extended its jurisdiction that far, Mr. Chairman.

Mr. HINSHAW. There would have to be an American Federation of Speech Makers to arrive at that point.

The CHAIRMAN. Now, do you know how the money is used, where pay is required for extra musicians who do not perform? What becomes of that money?

Mr. RYAN. You mean in the case of an orchestra that is stipulated as a station orchestra, or a stand-by, that the station does not make use of?

The CHAIRMAN. Yes; that would be one instance.

Mr. RYAN. In the case which I cited, sometimes the checks are sent to the orchestra without their ever appearing.

The CHAIRMAN. Sent them without their appearance?

Mr. RYAN. Yes. That money goes to the orchestra.

Now, on the stand-by, if it is a question of stand-by being furnished, that is divided 50-50 between local and international unions.

The CHAIRMAN. So far as you know, what are the contributions now required from the broadcasting stations that go to the American Federation of Musicians instead of the operators?

Mr. RYAN. In the first place, the stand-by in which the payment for the stand-by is divided between the local and the international, and the main union, on a 50-50 basis. Then, on the remote-control situation, so much is paid a man on that; and then, of course, there comes the question of recordings on which payment is made directly to the union; not, however, by the broadcasting industry, but by the recording industry.

The CHAIRMAN. Is any information available as to the extent of the total contributions taken by the Federation of Musicians?

Mr. RYAN. I do not think we have any figures on that.

The CHAIRMAN. Do you know whether the president of the American Federation of Musicians makes any report to the members as to the money received by the association?

Mr. RYAN. There is a financial statement rendered annually, but it is very difficult to make very much out of it, I think, from what I have seen of the financial statements.

The CHAIRMAN. Do you have any information to show the qualifications required to become a member of the American Federation of Musicians?

Mr. RYAN. I think the main thing is the application; the application is the main requirement.

The CHAIRMAN. Does it require any qualifications as to music?

Mr. RYAN. Not that I have ever heard of.

The CHAIRMAN. So far as you know, there is no specific requirements as to the ability to play music?

Mr. RYAN. That is correct.

The CHAIRMAN. Well, these platter turners—is there anything about that that requires a man to have ability to play a musical instrument or to know anything about music?

Mr. RYAN. Well, I would answer that emphatically in the negative.

The CHAIRMAN. Two thousand of those men are employed?

Mr. RYAN. No; the statement of the union was that in the event this platter-turning operation is extended to all of the stations—the 900 stations throughout the country—there would be a total of 2,000 jobs available. That is in the future.

The CHAIRMAN. You spoke about relief afforded the members by the American Federation of Musicians. Do you know of any public accounting that has been made of funds collected for that purpose?

Mr. RYAN. No, sir.

The CHAIRMAN. As to broadcasters, is there any established rule that is of universal application over the country?

Mr. RYAN. Well, the original establishment of the quota was on the same basis for the unaffiliated stations, namely, 5½ percent of the gross income. That was established in the 1937-38 negotiations but with the proviso that no station which had previously been expending more than the sum of 5½ percent of their gross income could reduce that sum. They had to continue to expend as much as they had been spending, and in most cases it represented an increase in expenditure for staff musicians.

The CHAIRMAN. Mr. Kaye, do you have the text of the demand that was made in reference to recording?

Mr. KAYE. The original demand?

The CHAIRMAN. Yes.

Mr. KAYE. If you will recall, when the ban was first taken up as to recording, it was without demand. The first demand was made subsequent to the hearings before the Senate subcommittee, and that demand was for the payment of the tax. I can insert a copy of that demand in the record, sir, and I will be glad to.

The CHAIRMAN. I would be glad if you would.

(The matter referred to follows:)

FEBRUARY 11, 1943.

GENTLEMEN: Enclosed is a copy of the proposals of the American Federation of Musicians for settlement of the controversy with various branches of the music industry.

We invite you to meet with the executive board of the American Federation of Musicians, Monday, February 15, for the purpose of negotiating respecting these proposals.

The meeting will be held in at the offices of the federation, 1450 Broadway, New York City, at 2 p. m.

Very truly yours,

JAMES C. PETRILLO.

It is a matter of common knowledge, based upon years of experience, that the accomplished musician becomes such only after many years of study and training, which study and training he must continue uninterruptedly thereafter in order to maintain the technique necessary for the accomplished musician. He is, therefore, required for that purpose to maintain his standard and technique, which of necessity are lost by suspending the period of study and training or by devoting any time to any other field or industry.

It is also a matter of common knowledge that practically none of the symphony orchestras composed of accomplished musicians are self-sustaining and in the past have depended upon voluntary contributions and subsidies, which, because of other current conditions and obligations, are continually becoming less and less, thus threatening even the continuance of symphonic and other recognized activities of orchestras necessary for the maintenance of musical culture.

The problem of technological unemployment caused by "canned" music has been with us for many years, resulting in recognized decrease in employment of musicians and their displacement by "canned" music in such places as theaters, hotels, restaurants, dance halls, musical halls, and many others of like nature.

The inroads upon employment of musicians by such "canned" music have been ever-increasing, with no abatement at any time and no evidence of any abatement but rather continual increase for the future. Experience has also shown that in the employment of members, preference is always given to the younger musicians, thus making the unemployment situation aggravated for those men who have devoted years in acquiring their talent and skill and who are no longer in a position, if they were inclined, to become part of or train for any other field of endeavor. This has resulted in the employment exchanges of the different locals of the federation being continually filled to overflowing by musicians looking for employment opportunities, many of which were taken away and displaced by "canned" music. Continuance of this situation must of necessity destroy the incentive for the study of music and eventually would destroy the entire music industry and music culture. Therefore, it becomes necessary for the preservation and maintenance of music culture to alleviate the unemployment situation that means be created for the continued dissemination of music and maintenance of musical culture by employing musicians and furnishing music gratis throughout the United States and Canada, including localities which have not the means financially to provide the advantages of current live music by the use of such fund created for that purpose. Symphony orchestras, bands, and other instrumental combinations would be employed and used to furnish live music throughout the United States and Canada for all classes and all communities.

PROPOSALS

A fund shall be created by the payment of a fixed fee to be agreed upon, for each reproduction of records, transcriptions, mechanical devices, and library service, the master of which was made by members of the American Federation of Musicians. This fund shall be used by the federation for the purposes of reducing unemployment which has been created in the main by the use of the above-mentioned mechanical devices and for fostering and maintaining musical talent and culture and music appreciation; and for furnishing free, live music to the public by means of symphony orchestras, bands, and other instrumental musical combinations.

Canned music includes, among other things, the following branches of the music industry: (1) Records, (2) transcriptions, (3) library service, (4) wired music, (5) juke boxes—(a) common juke box, (b) telephone music box (patron through

telephone device chooses selection), (c) soundies (music box with picture accompaniment).

Recordings: The federation shall receive from the manufacturer of recordings a fixed fee for each side of musical recordings made by members of the American Federation of Musicians, such fee to be agreed upon by negotiation.

Transcriptions and library service of transcriptions: Members of the federation will make commercial or sustaining transcriptions without additional fee to the federation, providing they are played one time only (the number of copies made of transcriptions to be determined by agreement). With respect to other transcriptions used on a rental basis, the federation shall receive from the company engaged in the business of renting out transcriptions a percentage of the rental charge, such percentage to be agreed upon by negotiation.

Wired music: The federation shall receive from the company engaged in the business of selling wired music a percentage of the price charged, such percentage to be agreed upon by negotiation.

Juke boxes: The federation shall receive annually, for each juke box used, a fixed fee, such fee to be agreed upon by negotiation.

Do you have any information as to the total amount of funds paid on account of that demand, in reference to recording?

Mr. KAYE. No. We have the official statement of the president of the American Federation of Musicians to the effect that he expected to get \$4,000,000 a year during the war; but that after the war was over and the recording companies could raise their prices, presumably for the benefit of the union, the tax would yield \$15,000,000 to \$20,000,000 a year for the union. As to the amount of actual collections, we have no information.

The **CHAIRMAN.** And that ban then, of course, is still on?

Mr. KAYE. No; everyone has capitulated. After the President made his request, everyone capitulated.

The **CHAIRMAN.** They have withdrawn that?

Mr. KAYE. After the President's request failed, and after the War Labor Board directive and the President's request had all been disregarded and the companies were about to lose their artists, in order to stay in business they all agreed to the demand, and they are all paying the tax.

The **CHAIRMAN.** To what extent does that exaction go to the man that prepares the transcriptions?

Mr. KAYE. He gets zero percent.

Mr. MURPHY. May I ask a question at that point?

The **CHAIRMAN.** Mr. Murphy.

Mr. MURPHY. Would you say, in your opinion, there is not anything in the law that prevents them from capitulating?

Mr. KAYE. Their counsel advised them that there was nothing in the law, I am informed.

Mr. MURPHY. Would you say that there is anything to prevent them from capitulating or that it is unwise or improper, in your opinion, for them to capitulate?

Mr. KAYE. There was nothing in the law, I am told their counsel advised them, which would give them a remedy against the action of the union and thus relieve them of the necessity, the economic necessity, of capitulating; and similarly, there is nothing in the law, they were advised, which made it illegal for them to yield.

Mr. MURPHY. Do you, or does anyone in the industry, have any suggestions as to how precisely to meet that, and have you made that suggestion here today?

Mr. KAYE. No. We know that a number of bills have been introduced which attempt to meet that situation, but the broadcasters have not, I think, devoted special attention to them.

The CHAIRMAN. If that is all, we thank you, Mr. Ryan.

Mr. RYAN. Thank you.

The CHAIRMAN. The committee will stand adjourned until 10 o'clock tomorrow morning.

(Thereupon, at 11:59 a. m., the committee adjourned, to meet at 10 a. m. the following morning, Wednesday, May 9, 1945.)

INTERFERENCE WITH BROADCASTING OF NONCOMMERCIAL EDUCATIONAL PROGRAMS

THURSDAY, MAY 10, 1945

HOUSE OF REPRESENTATIVES,
COMMITTEE ON INTERSTATE AND FOREIGN COMMERCE,
Washington, D. C.

The committee met, pursuant to adjournment, at 10 a. m. in the committee room, New House Office Building, Hon. Clarence F. Lea (chairman) presiding.

The CHAIRMAN. The committee will please come to order.

Mrs. Hodges, we will be glad to hear you. Give your full name and address to the reporter and proceed in your own way and tell us about the matter that you are interested in.

STATEMENT OF MRS. FLETCHER HODGES, JR., PITTSBURGH, PA.

Mrs. HODGES. Mr. Chairman, my name is Mrs. Fletcher Hodges, Jr., 5812 Kentucky Avenue, Pittsburgh, Pa.

I have come to tell about a radio program which was put on by the Junior League of Pittsburgh. I am here as an individual, I should say right at the start, because the Junior League is very much determined not to get involved in any political controversy or anything remotely suggestive thereof.

But I have a very personal interest, because I have written script for this radio program and have been on the committee for a number of years. This radio program is one of the outstanding contributions of the Junior League of Pittsburgh to our community, and we feel that it has a very real value.

The Children's Bookshelf was a 15-minute program which came over Station KDKA on Saturday mornings. The committee on the Junior League wrote the scripts as part of our volunteer work. We received no remuneration whatever. The material for those scripts was taken from outstanding children's books which we selected in consultation with the Carnegie Library. The dramatized stories were then acted out with a musical backgrounds, and I might say that the musical background has seemed to be an indispensable part of the program.

The scripts were sent down to the radio station and were worked out by the staff. Bernie Armstrong, the studio organist, was paid at union rates to do the musical background. The actors were paid regular AFRA wages.

This was a sustaining program and the station paid all of the expenses which we did not pay, so nobody made any profit out of it,

excepting the fact that the organist was paid and the actors were paid. We believe, therefore, that it is a nonprofit educational program.

As to the quality of the program, we have won prizes three different years in the contests at Columbus, Ohio, for the high quality of our scripts and programs, and two of our script writers have been among those who were chosen to do a series called Books Bring Adventure, which was put on in New York and which was written up in last Sunday's New York Times.

The radio page of the New York Times states that it is the very highest quality of program and something that is a real advance in the field of radio programs for children.

We had an actor problem, as time went on, somewhat because of the war, and because there were not many acting jobs over the radio in Pittsburgh, so that the actors had to have other jobs, too. It was not always convenient for them to come into the station Saturday morning and do a live show. Therefore, we would do the show Wednesday evening and make a record. That record would be played on Saturday morning. Therefore, it was considered a delayed broadcast.

That record was never used again. It was only used locally, that one time, and after it was used it was either scrapped or simply filed away down at KDKA, so that no actor was imposed upon by the use of that record. In fact it was to their advantage. If we had not used the record these actors could not have had that work, since it was not possible for them to work on Saturday morning.

But this year we had communications from Mr. James Petrillo to the effect that from now on a transcription fee would have to be paid because we used that record. Mr. Baudino, at KDKA, wrote to Mr. Petrillo stating all of the facts in the case, and asked that consideration be given to the fact that it was a nonprofit program; that it was educational; that it was very good and that it did not injure the interests of the actors in any way for us to use that record. The actors also wrote and asked that the thing be reconsidered.

Mr. Petrillo wrote back in person—and I have his letter here (reading):

DEAR MR. BAUDINO: Your letter of January 29 addressed to Mr. Meeder has been turned over to me for reply inasmuch as this department handles all transcriptions and recordings.

Mr. Meeder and I have given the matter considerable thought and realize that in this instance, the musicians and actors would be the only ones to benefit if we gave way in their favor, but the problem is broader than that and if a concession should be granted in this instance, we would be in duty bound to make similar decisions in other cases which would lead us into difficulty.

The federation must view each change of ruling in such a manner as to make it applicable in all cases throughout the United States and Canada and cannot make exceptions even though it would favor the musicians in many cases as the danger of a general break-down of our wage scale and working conditions is ever present.

Very truly yours,

JAMES C. PETRILLO, *President.*

We were not able to go on the air after Mr. Petrillo made this decision, because it was felt by the station and by the Junior League that there was a principle involved. It was not that the transcription fee in itself was so very large. I believe, unless I am mistaken—and Mr. Baudino has not said that we are wrong in this—that the

fee was \$18 per transcription. But a worthwhile institution should not have such hindrance put upon it.

Mr. HALLECK. Mr. Chairman.

The CHAIRMAN. Mr. Halleck.

Mr. HALLECK. If I might suggest, and not to interrupt the very splendid statement you are making, I think the committee would be interested in knowing a little more about your program; its purposes.

As I understand it was for the purpose of interesting youngsters in good books, and good literature.

Mrs. HODGES. Yes; that is true.

Mr. HALLECK. I wonder if you would tell us a little more as to the objects of it.

Mr. REECE. And, Mr. Chairman, I wonder if it might not be a good idea also—it does not seem to be very voluminous—to have the review which you referred to made a part of the record.

Mrs. HODGES. That is Mr. Baudino's letter?

Mr. REECE. The New York Times review.

Mrs. HODGES. The New York Times review?

Mr. REECE. Yes.

Mrs. HODGES. I will be very glad to read it.

Mr. REECE. I did not have in mind reading it, but simply have it inserted in the record.

Mrs. HODGES. Shall I hand it over to the reporter?

The CHAIRMAN. Yes.

(The article in The New York Times, Sunday, May 6, 1945, entitled "Designed for Children" by Jack Gould, is as follows:)

DESIGNED FOR CHILDREN

(By Jack Gould)

It is doubtful if any branch of radio programing provokes more controversy than the offerings designed for children. For many years groups of repute and intelligence have entered rather vigorous exceptions to this or that aspect of broadcasting's adolescent fare, most of the fire being directed at those shows dealing in particularly high adventure and excitement.

With what seems a measure of justifiable protest, numerous stations and sponsors have argued that perhaps the complaints are deserved, but that it would be more to the point if the dissenters noted specifically where they had erred and where improvement was possible. In short, the appeal has been made for constructive demonstration rather than just idle damnation, if for no other reason than children themselves have indicated that they think Superman, Jack Armstrong, Captain Midnight and the Lone Ranger are decidedly O. K.

AN ALTERNATIVE

Perhaps the most valid argument of all concerns not so much the context of the pure adventure shows, which in the last analysis might be construed as representing only the up-to-date, 1945 versions of the yesteryear's Frank Merriwell epics, but rather the preponderance of their number on the air waves. What really is needed is some alternative, some second choice, by way of broadening the taste of the younger generation.

To hand this morning are the results of an experiment in that direction, an experiment that did not involve any parental hand-wringing but did call for a tremendous amount of plain hard work which now is paying handsome dividends. It is the series of transcriptions prepared by the Association of the Junior Leagues of America, Inc.

Entitled "Books Bring Adventure," the series consists of dramatizations of excellent children's books, such as Captain Kidd's Cow, Mocha, the Djuka, Gift of the Forest, and Trap Lines North, and is designed to give children a knowl-

edge of many lands besides the United States. It is being carried currently at 9:15 a. m. Sundays by WNEW, one of 82 stations throughout the country that have used the program on a sustained basis.

At the outset it should be stated that purely on the basis of radio entertainment the series may be unhesitatingly recommended. The authors of the script are four Junior Leaguers—Miss Helen Platt of Portland, Oreg.; Mrs. William L. Wolfex of Pittsburgh, Pa.; Mrs. George D. Lochart of Washington, and Mrs. Theodore Off of Los Angeles. Without beating their young audience over the head to attract attention, they have projected most effectively the element of adventure, humor, and education, meanwhile never forgetting the all-important maxim that the show's the thing.

WELL DONE

Under the careful editorship of Charles S. Monroe there has not been any tendency to bite off more than can be consumed in 15 minutes, a far from common attribute in radio dramatization. Claude Morris' production, also is thoroughly professional and the casts are first-rate, their diction and over-all usage of English being particularly commendable. In short, here is a delightful quarter-hour for children.

The key to the Junior League's success in this specialized field, however, is not to be found exclusively in the production per se, important though that is, but also in its broad conception of what its role in radio should be. Miss Gloria Chandler, radio consultant to the Association of the Junior Leagues, noted that the organization has operated on the basic tenet that the series should be promoted as a local project in which the community may have a real sense of participation.

In most communities the local leagues have integrated the series either with school curricula or other community organization programs, using the books dramatized on the air as a stepping stone to the stimulation of wider reading in general by youngsters.

If it is possible to resolve such a project into a simple statement, the keynote of Books Bring Adventure might be described as overcoming through the most modern of media a child's natural reluctance to cope with what so often is viewed as a disagreeable "must" assignment. The Junior League is using radio to make books fun in a way that was hardly possible before the wireless.

BUILDING AN AUDIENCE

The league's approach also encompasses the practical side as seen from the standpoint of the broadcaster, a side which very probably is instrumental in the whole project's success. Recognizing that the broadcasting station is a business operation and that its owner must seek a maximum number of listeners at all times, the league stresses that once a chapter is granted sustaining time, it must do its utmost to attract and hold the audience. Unless the league is able to deliver, Miss Chandler said, it is hardly fair to expect the broadcaster to do so.

This involves not only the presentation of a listenable program but the concurrent task of community-wide promotion of every type. Posters, bulletins, brochures, letters, parent-teacher meetings, and "personal selling" are all part of the agenda. In some communities the policy has been singularly successful, the Junior League program enjoying better ratings than competing network fare.

The moral for other public-spirited groups anxious to receive time on the air would seem self-evident: it is for them to learn the technique of radio if they would ask to use it. Having done just that, the association of the Junior Leagues is reaping the well-deserved benefits and, incidentally, providing a most valuable lesson for broadcaster and listening alike.

Mrs. HODGES. Do you think that it would be advisable to say a little bit more about the purpose of the program and the objectives?

Mr. HALLECK. I think that that would be helpful, Mr. Chairman, if the committee so desires.

The CHAIRMAN. If that suits your convenience, or you can refer to that when you have completed your statement, if you like.

Mrs. HODGES. As you know, the development of the education of children is very much affected by what they read. The libraries try to direct their attention toward worth-while books, both classics and modern, and the purpose of our program is to interest the children in

going to the library and choosing good books. Our program will take such a story as *The King of the Golden River*, or the *Pied Piper of Hamelin*, and there will be a 15-minute dramatization of that story. Then, at the end of the program a speaker says, "If you have enjoyed this story, we suggest that you go to your nearest library and ask for *The Pied Piper of Hamelin* by Robert Browning." And, the children have been so much interested in these dramatizations of the stories that the libraries are wondering what has happened to our program. They miss the influence that we have had. The children come in and say, "What has happened to 'the Children's Bookshelf'? We do not hear it any more on Saturday morning."

Mr. HALLECK. I think that will be very helpful.

Mrs. HODGES. As I said, we have not gone on the air again. We are very anxious to do so. We feel we have not lost our listening public altogether. At least we can get it back. And, speaking as an individual again, I would be very much interested to see the bill which you are considering brought out broadened to include our situation.

I will be very glad to answer any questions about anything that I have not made clear. I believe I have covered the facts.

The CHAIRMAN. Any questions? I would like to ask a question. When did this occur, that you were put off of the air?

Mrs. HODGES. Mr. Petrillo's letter was the end of January. Our series, the second series, which we were not able to do, would have come on about February.

The CHAIRMAN. This year?

Mrs. HODGES. This year. The season began for us last September, but from September to the first of the year, we did not attempt to use our own scripts. So this problem did not come up at that time. We had a series of recordings made in New York and brought on to Pittsburgh for our use, and that series is not in question. That was a totally different arrangement. It was cleared with all of the proper people and Mr. Petrillo, of course, had no objection. All of the proper fees were paid, I believe, by the Junior Leagues of America, Inc., from whom we obtained the records. But the request did come up when we came back to our old arrangement, which would have begun in February, to write our own scripts, and use this single recording, of which I have spoken. We did use it last year and the situation was allowed to go on at that time.

The CHAIRMAN. When you received this notice from Mr. Petrillo, did you take the matter up with the station?

Mrs. HODGES. Yes; we did. Mrs. Charles S. Wunder, whom Mr. Halleck saw when he was in Pittsburgh some time ago, was in close touch with the station the whole time. In fact, most of our correspondence has always been seen by them. We have worked very closely together.

The CHAIRMAN. Well, did they consider putting on the program notwithstanding the Petrillo order?

Mrs. HODGES. No; they did not; and we did not either, because we did not want to be instrumental in destroying the good labor relations which have always, up to this time, existed between KDKA and the unions. We have no desire to get into any unpleasant controversies, and we feel that KDKA has been very kind to us. They have always cooperated with us. And so we just simply stopped.

The CHAIRMAN. You did not want to embarrass the station by doing that.

Mrs. HODGES. No; and in any case, we had no choice. Mrs. Wunder has a letter here to Mr. Baudino in which she says:

As I am retiring as chairman, I wished to leave a correct record of the facts for whoever goes to Washington. I am enclosing a copy of the record and hope you will have time to check it, and add or delete as you see fit. We have no fears of bearding Mr. Petrillo except that we might mar the good labor relations between KDKA and the A. F. M. and the A. F. R. A., which would be inexcusable.

Mr. PRIEST. Mr. Chairman.

The CHAIRMAN. Mr. Priest.

Mr. PRIEST. Mrs. Hodges, I wonder if you can give us approximately the average number of actors who would take part in one of these programs you transcribed?

Mrs. HODGES. We limited them as much as possible in order to limit the expense. I should say probably not more than half a dozen at a time; but they might be different people from one program to the next. They would not always be the same half dozen people.

Mr. PRIEST. It would depend somewhat on the nature of the script and the number of characters involved in the particular book that was dramatized?

Mrs. HODGES. Yes.

Mr. PRIEST. And perhaps sometimes there might be one or two people who could take two minor parts.

Mrs. HODGES. That is true.

Mr. PRIEST. Would you say that the average would be about half a dozen over a period of time?

Mrs. HODGES. Yes, sir; as near as I can give the figure, I should say that probably is about right.

Mr. PRIEST. And, one more question. I understood you to say that it was your understanding that the fee for all of this transcription, that was to be paid to the American Federation of Musicians, was about \$18.

Mrs. HODGES. Yes; Mrs. Wunder said that she understood the fee was \$18 and when she wrote her report, which she handed in to Mr. Baudino, she asked him to correct it if necessary. Mr. Baudino did see the report and returned it and he does not change that figure of \$18. So, I assume that it is correct.

The reason I lay stress on that is the fact that while we thought that it did not make any difference about whether it was 5 cents or \$500, when we talked with Mr. Halleck, he said that the figure was important. If it is not correct, I will try to find out; but I have every reason to think that is what it was.

Mr. PRIEST. As you understand it then, and as I understand it now, this \$18 fee in no way benefited any of the actors who participated in the dramatization.

Mrs. HODGES. It would have been paid directly to the studio organist, and amounted to the difference between the fee for one single live show and the fee for a transcribed program which could be used over and over.

Mr. PRIEST. That is all, Mr. Chairman.

Mr. HARRIS. Mr. Chairman.

The CHAIRMAN. Mr. Harris.

Mr. HARRIS. I believe you stated that you did not in any way compensate or pay actors for their participation in the program.

Mrs. HODGES. No; I said that the script writers were not compensated; but the man who does the musical background is compensated at the regular union rate for one live show or delayed broadcast and the actors are paid at the regular scale of A. F. R. A. wages.

Mr. HARRIS. Who finances your organization?

Mrs. HODGES. The Junior League finances the radio program and we get our money partly through a shop in which we sell used clothing, and also through our dues. The other money that we spend is used in various ways for community enterprises. For instance, we run the Civilian Defense Volunteer Office in Pittsburgh, as a demonstration to the city, hoping that if it proves successful, it will eventually be taken over by the community. In the same way we have run other demonstration enterprises. One of them is a home for adolescent girls.

The bulk of the expenses on the Children's Bookshelf, I should say, probably is paid by KDKA. I do not have the exact figures of how much their expenses were and how much ours were.

Mr. HARRIS. This could not be considered then a noncommercial program altogether, could it?

Mrs. HODGES. I should say it was clearly a noncommercial program, except insofar as the actors and organist are paid wages to be in it. Does that make it clear?

Mr. HARRIS. That is what I had reference to. I assume that would make it commercial.

Mrs. HODGES. We do not assume that that does make it commercial.

There is a distinction there that would be going beyond my depth to go into; but my feeling is that if the sponsors and the station do not make any money, it is a noncommercial program.

Mr. HARRIS. You indicated a moment ago that you wished the bill if enacted by Congress to be broadened to cover such types of programs. You explained, and that is the reason I asked you if you considered this a commercial program.

Mrs. HODGES. I consider it a noncommercial program.

Mr. HARRIS. Well then, the bill within itself would not necessarily have to be broadened.

Mrs. HODGES. I hesitate to say very much, because you know so much more about what is in the bill than I do; but it was my understanding that in its present form the bill had to do with making it possible for noncommercial programs to use nonunion actors. We felt that that would not really cover our case. Of course we would like to be able to use nonunion actors, because then some Junior League members who enjoy doing that kind of thing could take part in some of the programs; but nevertheless we are not complaining about using union actors. However, the privilege of using nonunion actors would not alter the fact that we are being asked to pay a transcription fee for our single recording.

I have no idea in what way that could be covered by amendment, but I should say they are two separate problems.

Mr. BROWN. Mr. Chairman.

The CHAIRMAN. Mr. Brown.

Mr. BROWN. Mrs. Hodges, I appreciate very much the splendid statement you have made, and for the purpose of the record at this

point I think it should be called to the attention of the committee that Senate bill 63 does provide only for the exemption of a "noncommercial educational or cultural program presented by any academically accredited and tax-exempt educational institution."

Mrs. HODGES. Yes.

Mr. BROWN. And, therefore, this legislation would not cover an organization such as yours which is, of course, not an academically accredited educational institution. While rendering a distinct public service, your organization is not such an organization; although it is not a commercial one, and does not benefit in any way.

Mrs. HODGES. No; it does not.

Mr. BROWN. Now, may I ask this question, Mrs. Hodges: I understood you to say that Mr. Baudino, I presume, the manager of Station KDKA, had handled most of the correspondence with Mr. Petrillo and his organization?

Mrs. HODGES. Yes.

Mr. BROWN. And he is completely aware of all of the facts?

Mrs. HODGES. Yes.

Mr. BROWN. Is he the gentleman who wrote Mr. Petrillo?

Mrs. HODGES. Yes. I have his letter if you would like me to read it.

Mr. BROWN. And the letter back from Mr. Petrillo was to this gentleman, Mr. Baudino?

Mrs. HODGES. Yes.

Mr. BROWN. And when Mr. Baudino called the attention of your group to the letter from Mr. Petrillo, did he make any statement at all as to what the policy or the position of the station would be as a result of that letter?

Mrs. HODGES. I do not have that in writing.

Mr. BROWN. What I am trying to get at, Mrs. Hodges, is whether or not the manager of this station advised your group that because of the stand taken by Mr. Petrillo it would no longer be possible to broadcast your program without the payment of this fee.

Mrs. HODGES. Yes; I understood that to be the case.

Mrs. Wunder tried to decide some other way of putting on the program and in the first part of her letter to Mr. Baudino stated that she regretted that we probably would not have the pleasure of broadcasting over their station next year. She told me that Mr. Baudino said, "Please hold everything. We would like to have you back. We do not know how yet, but perhaps something will develop making it possible for us to get you back on the air." That was the final word from him, so far as I know.

Mr. BROWN. But he did indicate to your group that it would be impossible to continue to broadcast under the arrangements you then had, unless you paid the fee?

Mrs. HODGES. Yes, sir; that is correct; that we were at a stalemate as of that time.

Mr. BROWN. And did he tell you why it would be impossible to continue?

Mrs. HODGES. I was not present at the conversation Mr. Baudino had with Mrs. Wunder. In my own mind it simply boils down to the fact that it was impossible for us to go on with our program unless we would pay an additional fee for our single recording, which both the Junior League and the radio station were opposed to as a matter of principle.

Mr. BROWN. Evidently your decision was based upon some information which had been given you that these labor relations would be disturbed and would be unsatisfactory.

Mrs. HODGES. I assume they would be if we have orders from the head of the union that we must pay the fee and if we then refuse to pay the fee, and subsequently go on with the program. I should say we would be heading right straight into a storm without any doubt. There were no further threats, or anything of that kind as to what would happen, but we could see ourselves that it would be very unpleasant. Perhaps all of the actors would be put in bad standing with the union; perhaps the radio station itself might be put off the air. I do not know what would happen.

Mr. BROWN. It was that fear that caused you to drop this program?

Mrs. HODGES. Yes.

Mr. HALLECK. Mr. Chairman.

The CHAIRMAN. Mr. Halleck.

Mr. HALLECK. I think probably I should state for the record that I had occasion to be in Pittsburgh some time ago and while there learned of this situation. I suggested that Mrs. Hodges appear here, because it seemed to me that this situation which she has so ably presented before the committee is a matter that we should have before us in the consideration of any legislation that we might see fit to send to the House in connection with this proposition.

Now, just to summarize, Mrs. Hodges, because some of the members have come in here since your statement was made—

Mr. PATRICK. There is no written statement?

Mr. HALLECK. Yes, there will be a record.

But, in order that it may possibly be clarified a little for the record, the Junior League of Pittsburgh, you and your associates, prepared the script for this program known as The Children's Bookshelf.

Mrs. HODGES. Yes.

Mr. HALLECK. Of course, you are amateurs, as distinguished from professionals, insofar as script writing is concerned?

Mrs. HODGES. Yes; that is correct.

Mr. HALLECK. Then, the program was in effect a dramatization of certain good books that you would pick out in cooperation with the Carnegie Library?

Mrs. HODGES. Yes.

Mr. HALLECK. And the purpose of the program was to stimulate the interest of children in those good books?

Mrs. HODGES. That is correct.

Mr. HALLECK. And then after the script was prepared, you or the station employed professional union musicians and actors to put the program on the air.

Mrs. HODGES. That is correct.

Mr. HALLECK. Then it was really for the convenience of the actors and musicians that you resorted to the recording.

Mrs. HODGES. Yes.

Mr. HALLECK. In order that they could make the recording on Wednesday night at a convenient time?

Mrs. HODGES. Yes.

Mr. HALLECK. And then the program would be broadcast from the record on Saturday morning?

Mrs. HODGES. That is right.

Mr. HALLECK. And then after that had been carried on for some time there came this communication and action from Mr. Petrillo which in effect would require the payment of a fee?

Mrs. HODGES. Yes.

Mr. HALLECK. For the transcription, of \$18, to the best of your information.

Mrs. HODGES. Yes.

Mr. HALLECK. Which I think undoubtedly is correct.

Mrs. HODGES. Yes.

Mr. HALLECK. But, for the making of the transcription that was not used at other places over the country?

Mrs. HODGES. That is right.

Mr. HALLECK. And was not played more than one time?

Mrs. HODGES. That is right.

Mr. HALLECK. And that one time being over Station KDKA in order that your program could be carried to the children and the people of Pittsburgh?

Mrs. HODGES. Yes; that is correct.

Mr. HALLECK. And of course the surrounding communities.

Mrs. HODGES. That is perfectly correct.

Mr. BECKWORTH. Mr. Chairman.

The CHAIRMAN. Mr. Beckworth.

Mr. BECKWORTH. I want to ask this question. I was not here when you started. From what source do you get your money to pay for these things?

The CHAIRMAN. She explained that.

Mrs. HODGES. KDKA has paid part of the expenses, and the Junior League from its own funds has paid other expenses.

Mr. BECKWORTH. That is all, Mr. Chairman. I would not have asked the question if I had known that the matter had been gone into.

Mr. PATRICK. Mr. Chairman.

The CHAIRMAN. Mr. Patrick.

Mr. PATRICK. Do you have any funds from which or with which to pay Mr. Petrillo's taxes?

Mrs. HODGES. We just have the funds that I have told you about. Perhaps I should have begun in the first place by saying that the purpose of the Junior League is to make effective the leisure time of the members for community service in various fields—educational, cultural, civic, and so on. That is, that we try to learn how to serve the community in these various ways, and the Children's Bookshop has been one of those ways.

The CHAIRMAN. Who may become members of the Junior League?

Mrs. HODGES. Membership is by invitation and it is based on friendship as much as anything else. It is on a purely personal basis. Really the Junior League is like any other woman's club.

The CHAIRMAN. It is a beneficent organization?

Mrs. HODGES. Yes; I hope it is. We try to be so.

Mr. PRIEST. Mr. Chairman.

The CHAIRMAN. Mr. Priest.

Mr. PRIEST. Do I understand you correctly? I understand that even though you had the money, you would not pay this fee as a matter of principle?

Mrs. HODGES. Yes; and I am coming here as a matter of principle. I do not have any idea that a year from now I can look back on this moment as having resulted actually in the Children's Bookshelf being back on the air through this visit alone. I know the thing is too complicated for that, and I know any bill has to go through many processes, to become law. But no matter what the results are, it seems to me worth while to come here, because of the principle that is involved. We just do not like to have worth-while efforts interfered with when we think there may be a chance of doing something about it.

Mr. ROGERS. Mr. Chairman.

The CHAIRMAN. Mr. Rogers.

Mr. ROGERS. Mrs. Hodges, you and your organization believe in the principle of millions for defense, but not one penny for tribute.

Mrs. HODGES. That is right.

Mr. MURPHY. Mr. Chairman.

The CHAIRMAN. Mr. Murphy.

Mr. MURPHY. I would like to ask two questions. To whom is the tribute to be paid, and the other question that I should like to have answered is, Do you have anything in writing by way of a demand for the payment of this money?

Mrs. HODGES. I have Mr. Petrillo's letter.

Mr. MURPHY. That has been placed in the record?

The CHAIRMAN. Yes, that is in the record.

Mrs. HODGES. I have not handed it down to the other end of the table, but I do not know what has been taken down. I read it.

Mr. MURPHY. May I see that letter?

Mrs. HODGES. Yes.

Mr. PRIEST. Mr. Chairman—have you finished, Mr. Murphy?

Mr. MURPHY. All right, go ahead. Would there not be another letter in the chain of correspondence prior to this one?

Mrs. HODGES. From Mr. Petrillo?

Mr. MURPHY. Yes.

Mrs. HODGES. I have none; and I have heard of none; but it seems to me there must have been previous correspondence between KDKA and Mr. Petrillo.

Mr. MURPHY. Have you put in the record the letter from Mr. Boudino addressed to Mr. Meeder?

Mrs. HODGES. I do not think that I read that letter. I have it here. Would you like to have that read?

Mr. MURPHY. The letter, Mr. Chairman, from Mr. Baudino to Mr. Meeder is the basis for this letter, and in order to understand this one intelligently, I should think the record ought to show the basis for this.

Mrs. HODGES. Would you like me to read it?

The CHAIRMAN. It may be placed in the record.

(The letters referred to are as follows:)

JANUARY 29, 1945.

Mr. CLAIRE E. MEEDER,

*Assistant to the President, American Federation of Musicians,
New York, N. Y.*

DEAR MR. MEEDER: I am writing to you in regard to the recording problem which we discussed over the telephone several days ago. In order to have all this information at hand, I am again presenting all the facts we discussed in this letter, for consideration by your board.

The problem confronting us is a program known as the Children's Bookshelf, which is broadcast over KDKA on Saturday morning, 10:30 to 10:45. This is

a sustaining program and KDKA assumes all the costs of the organist and the actors involved. The program consists of a dramatization of a selection of children's books. In cooperation with the Carnegie Library and the children's section of the Junior League of Pittsburgh, these programs are publicized in advance, and the current book being dramatized over the air is made available at the library for that week.

All actors used on this program are members of the American Federation of Radio Artists, which is affiliated with the American Federation of Labor. As you probably know, the actor situation in Pittsburgh is not too good, and since there is not sufficient radio work available, the persons we use for actors must have another means of employment. As a matter of fact, KDKA is the only station in town which employs actors. Due to this other employment, these actors are usually available only at night. This Children's Bookshelf program has been broadcast for several years, and usually during the past the program was rehearsed and recorded on a weekday evening and then broadcast on Saturday morning. All actors and musicians involved were paid regular rates, as the program was classed as a delayed broadcast. It was not only more convenient for the actors involved, but also for the musicians involved to handle the program in this way, since it was not necessary for them to come in on Saturday mornings and do the program live.

I understand that your present union regulations do not permit the handling of the program in this manner, and that an extra recording fee must be paid to the musicians because of the recording involved. I do not feel that this is a fair regulation, since the recording is for a one-time broadcast only and is not broadcast at any other time or on any other station. The program is a sustaining program—all costs are paid for by KDKA.

Many of the actors who are available in the evening will not be available for radio work on Saturday morning because of their other means of employment. This will restrict and limit the number of stories which can be broadcast.

So far as the station itself is concerned, there is no difference whether the program is done live or by delayed broadcast, since our personnel will be available. It is a matter of convenience to the musicians and to one of the affiliated unions—the American Federation of Radio Artists.

I feel that your present requirement of an additional recording fee for this program is unfair, and wish to appeal your decision in the matter. The local American Federation of Radio Artists union has advised me that they are also sending you a letter requesting that the extra recording fee be waived in such cases, since their members would be the persons most affected if the program cannot be recorded for delayed broadcasting.

Sincerely yours,

J. E. BAUDINO, *General Manager.*

AMERICAN FEDERATION OF MUSICIANS,
OFFICE OF THE PRESIDENT,
New York, N. Y., February 6, 1945.

Mr. J. E. BAUDINO,

General Manager, Radio Station KDKA, Pittsburgh, Pa.

DEAR MR. BAUDINO: Your letter of January 29 addressed to Mr. Meeder has been turned over to me for reply, inasmuch as this department handles all transcriptions and recordings.

Mr. Meeder and I have given the matter considerable thought and realize that in this instance the musicians and actors would be the only ones to benefit if we gave way in their favor, but the problem is broader than that, and if a concession should be granted in this instance, we would be in duty bound to make similar decisions in other cases which would lead us into difficulty.

The federation must view each change of ruling in such a manner as to make it applicable in all cases throughout the United States and Canada and cannot make exceptions, even though it would favor the musicians in many cases, as the danger of a general break-down of our wage scale and working conditions is ever present.

Very truly yours,

JAMES C. PETRILLO, *President.*

Mr. PRIEST. Mr. Chairman, I wanted to make one observation, right after your question about the benevolence of the Junior League organization.

Down in my home town for quite a number of years the Junior League has maintained and operated a crippled children's hospital and once each year during the time I was on a newspaper there for 15 years we gave the receipts from the sale of 1 day's edition to the Junior League to help them. That was one of the ways in which they recruited funds for operation of the children's hospital, which is a magnificent job well done, and I wanted to add that at that point as an indication of their benevolent character. That is all.

Mrs. HODGES. I believe Mr. Halleck comes from Indiana.

Mr. HALLECK. Yes.

Mrs. HODGES. The James Whitcomb Riley Hospital in Indianapolis for children is also operated partly with Junior League funds. I believe they run the occupational therapy department there.

Mr. HALLECK. Well, it is of interest to me. I did not know that. But it certainly demonstrates—further demonstrates the fact that the Junior League has been engaged and is engaged in many fine community enterprises.

The CHAIRMAN. The league has an organization in various places over the country?

Mrs. HODGES. Yes; there are Junior Leagues in most of the big cities of the United States, and there are also several in Canada, and Mexico City has one, and I believe even Honolulu.

The CHAIRMAN. Those programs were given once a week in your city?

Mrs. HODGES. Yes; every Saturday morning.

The CHAIRMAN. Well, we thank you.

Mr. MARCANTONIO. Mr. Chairman.

The CHAIRMAN. Mr. Marcantonio.

Mr. MARCANTONIO. May I ask if you employ professional actors?

Mrs. HODGES. During the last couple of years we have used professional actors. Before there was any ruling on this subject we had all sorts of people—Junior League members, people from Carnegie Tech who were interested in dramatics, and others.

Mr. MARCANTONIO. How about the musicians?

Mrs. HODGES. Bernie Armstrong, who did the music, is a regular staff member of KDKA.

Mr. MARCANTONIO. In other words, he is a professional musician?

Mrs. HODGES. Yes, he is.

Mr. MARCANTONIO. And paid by whom?

Mrs. HODGES. Paid by KDKA.

Mr. MARCANTONIO. So that what is involved here is a relationship between these musicians, the union, and the station?

Mrs. HODGES. Yes.

The CHAIRMAN. We thank you, Mrs. Hodges.

I have this letter from counsel for the American Federation of Musicians dated May 7, 1945.

AMERICAN FEDERATION OF LABOR,
Washington, D. C., May 7, 1945.

HON. CLARENCE F. LEA,

House of Representatives, Washington, D. C.

DEAR MR. LEA: This will acknowledge your invitation to the American Federation of Musicians to appear before your committee in connection with bills S. 63 and H. R. 1648.

These bills were the subject of discussion at the meeting of the Executive Board of the American Federation of Musicians and it was decided that the

American Federation of Musicians should refrain from participation in the hearings.

Under the circumstances representatives of the American Federation of Musicians will not appear.

Sincerely yours,

J. A. PADWAY, *Counsel*,
AMERICAN FEDERATION OF MUSICIANS.

The CHAIRMAN. I would like to place in the record also a letter from the Secretary of the Navy dated April 3, 1945, and a letter from D. J. Ramsey, captain, United States Navy, and also a statement by Mr. Lewis Allen Weiss, of Hollywood, Calif., dated March 7, 1945, and a letter from Frank K. White, of Columbia Broadcasting System. (The letters and statements above referred to are as follows:)

NAVY DEPARTMENT,
OFFICE OF THE JUDGE ADVOCATE GENERAL,
Washington, D. C., May 2, 1945.

HON. CLARENCE F. LEA,
*Chairman of the Committee on Interstate and Foreign Commerce,
House of Representatives.*

MY DEAR MR. CHAIRMAN: Reference is made to the testimony of Capt. Frank Gary, USNR, Office of Chief of Naval Operations, Navy Department, before your committee on February 23, 1945, on the bills S. 63 and H. R. 1648.

Supplementing his testimony there are forwarded herewith copies of a letter from the Secretary of the Navy to the Commandant, United States Marine Corps, under date of April 3, 1945, in connection with the performance by bands of the Naval Establishment.

By direction of the Judge Advocate General:

D. J. RAMSEY,
Captain, United States Navy, Legislative Counsel.

APRIL 3, 1945.

From: Secretary of the Navy.

To: Commandant, United States Marine Corps.

Subject: Performance by the United States Marine Band at a music festival sponsored by the Philadelphia Inquirer.

Reference: (a) Commandant Marine Corps memorandum to Secretary of the Navy, serial 1190-40-20 AT-780-rig, dated March 21, 1945.

1. In response to reference (a) the Commandant, United States Marine Corps, is informed that there is no objection to the proposed performance by the United States Marine Band on June 1, 1945, in Philadelphia, Pa., at a music festival which is sponsored by the Philadelphia Inquirer and of which the entire proceeds will be given to the Red Cross, provided no expense to the Government is involved.

2. It is noted that the Commandant, United States Marine Corps, states in reference (a) that "the organization sponsoring the festival has obtained clearance from the American Federation of Musicians." In this connection the Commandant is informed that it is not considered necessary or desirable to obtain clearance from the American Federation of Musicians or any other union either directly, through the sponsoring agency, or otherwise for a performance by any of the bands of the Naval Establishment.

(Signed) JAMES FORRESTAL.

DON LEE BROADCASTING SYSTEM,
Hollywood 38, Calif., March 7, 1945.

The Honorable CLARENCE F. LEA,
*Chairman Committee on Interstate and Foreign Commerce,
Room 1334, House Office Bldg., Washington, D. C.*

DEAR CONGRESSMAN LEA: Acknowledging your letter of February 27 enclosing a copy of H. R. 1648, I appreciate the opportunity of expressing to you and your committee the vital necessity for remedial legislation restricting the activities of the American Federation of Musicians. House bill 1648 and S. 63 should by all means include a provision prohibiting the interference of the American Federation of Musicians with any programs or broadcasts of a patriotic or

morale nature. It is indeed a sad commentary on conditions in these United States when during a time of war a Napoleonic labor boss can arbitrarily and capriciously prevent Army, Navy, and Marine Corps bands from appearing on programs to sell war bonds, enlist nurses and Wacs or serve any of the other necessary and patriotic uses of the various departments of the Government.

From the standpoint of our industry, as well as the future welfare of the country, it is essential that the American Federation of Musicians, and all other unions operating in this country, be prohibited from exercising the prerogative now freely used by the American Federation of Musicians to dictate to employers the number of their members that must be employed by such employers regardless of the economics or justice of such demands. I have no quarrel with the rates of pay or working conditions demanded by unions for the employment of their members just so long as the employer is free to hire such union members or not, or in such numbers as the economy of his operations should dictate.

By the same token, I have no quarrel with the high rates charged by the American Federation of Musicians when their members are employed in the making of electrical transcriptions, but every broadcaster resents the restrictions and impositions that follow those transcriptions in their subsequent use by the broadcaster. Notwithstanding the fact that we maintain a needlessly large staff orchestra, whose time and numbers we cannot normally use in our broadcasting operations, we are not permitted to use any of those musicians on our television broadcasts either at their staff pay or at any rates thus far published by the American Federation of Musicians.

We, too, have been put on notice by the American Federation of Musicians that only their members can handle or play recordings or transcriptions on our facilities, notwithstanding the fact that these operations are clearly defined and come within the purview of our contract with the International Brotherhood of Electrical Workers, who are also affiliated with the American Federation of Labor. By neither training nor temperament is the average musician equipped for the efficient operation referred to in our industry as platter spinning, and it would represent another "make work effect" if we were required to employ a staff of musicians for this work which is now being done as an incidental part of the work performed by the members of the International Brotherhood of Electrical Workers, who represent our technical employees.

It is the earnest prayer of all broadcasters that the Congress and the Senate of the United States will at long last curb and correct the abuse to which we have been subjected by the American Federation of Musicians for the past many years. If I can be of any further assistance to your committee in achieving the above objectives, please feel free to command me at any time.

With kindest wishes, I am,

Very cordially yours,

(Signed) LEWIS ALLEN WEISS, *Executive Vice President,*
MUTUAL BROADCASTING SYSTEM, INC.

COLUMBIA BROADCASTING SYSTEM, INC.,
New York, N. Y., May 4, 1945.

HON. CLARENCE F. LEA,
Chairman, Committee on Interstate and Foreign Commerce,
Room 1334, House Office Building, Washington, D. C.

DEAR MR. LEA: I refer again to your letter of February 27 informing us of hearings to be conducted by your committee with respect to S. 63 and H. R. 1648, the receipt of which was acknowledged by me on March 2.

Since my last communication with you, I have learned that the National Association of Broadcasters is planning to appear before your committee on May 8, through the association's president, J. Harold Ryan, to make a comprehensive statement with respect to the practices of the American Federation of Musicians which, as your letter of February 27 described them, "have a bearing on the broadcast industry and which tend to prevent the maximum utilization of radio as a medium of public education and entertainment." I understand also that Mr. Ryan's statement will include comment on each of the following American Federation of Musicians practices:

(a) Institution of a quota system for the employment of musicians by radio stations;

(b) Restriction on the appearance of American Federation of Musicians members on television broadcasts;

(c) Restriction on the use of service bands, student orchestras, and other amateur talent for broadcasting;

(d) Requirement for stand-by musicians;

(e) Requirement that so-called platter turners be members of the American Federation of Musicians; and

(f) Requirement that a royalty be paid directly to the union on all phonograph records and electrical transcriptions recorded by members of the American Federation of Musicians.

Since these practices which affect the entire broadcasting industry are those which have affected our own operations, I believe that Mr. Ryan's comments will supply you and your committee with the basic background information concerning them. If after hearing Mr. Ryan's testimony you desire any further information or assistance from us, I hope that you will communicate with me.

Cordially,

FRANK K. WHITE.

CHATTANOOGA, TENN., *May 11, 1945.*

STATEMENT OF EARL W. WINGER, SECRETARY-TREASURER, WDOB
BROADCASTING CORPORATION, CHATTANOOGA, TENN.

Norman A. Thomas and I, in equal shares, own WDOB Broadcasting Corporation, which operates Station WDOB, Chattanooga, Tenn. Prior to January 4, 1938, our station had employed musicians over a period of years, but it was not until that date that we entered into a written contract with any local union. I will qualify this statement to this extent: There may have been certain periods prior to that date where there were written contracts for a limited time, but I do not have copies of any of these contracts, if in fact there were any. On that date we did enter into a written contract with Local No. 80, American Federation of Musicians, Chattanooga, Tenn. We were forced to enter into such a contract under the threat of a general strike. Under the terms of that contract, we employed five union musicians for a fixed weekly compensation of \$30 for each musician, plus \$5 for the leader of the orchestra. The musicians agreed to play 15 hours per week, and it was understood that these same musicians could, and they actually did, accept employment at various other places in Chattanooga during the life of the contract. Unemployment was general at the time this contract was entered into, and one of the reasons for executing the contract was to relieve to some extent the unemployment situation.

This contract was for a period of 2 years, and expired on the 16th day of January 1940. The total annual compensation paid during these 2 years was \$8,060.

The next contract was executed on the 14th day of March 1940, and provided for the employment of seven musicians at \$166 a week for a period of at least 6 weeks, and further provided that the expiration date of the contract should run indefinitely, subject to 2 weeks' notice by either party. This contract provided total annual compensation for the orchestra of \$8,632.

This contract was superseded by a contract made on the 3d day of October 1941. Under the terms of this contract, we were forced to employ seven musicians at \$220 per week. The contract provided for a lay-off period of 7 weeks, during the year, and the total annual compensation paid to the orchestra was \$9,900. This contract expired by its terms on the 3d day of October 1943, and following its expiration date and until a new contract was executed, we lived under the terms of this contract.

On the 29th day of February 1944, the last contract between the parties was executed. This provided for the employment of seven men at \$43 a week to the leader, and \$32 a week to each man in the orchestra, or a total annual compensation of \$12,200. This contract expired on the 28th day of February 1945, at which time we notified the union that we did not need the services of any of the musicians. The business agent for the local union was then serving in the Tennessee Legislature, and he protested our action on the grounds that he had not been in Chattanooga to negotiate. Consequently, we voluntarily agreed to keep the men on the pay roll for 4 weeks after the expiration date, but stated specifically we did not need their services during the 4 weeks' period. We then had several conferences with the business agent of the union, trying to reach an agreement. Their insistence was that the annual compensation to the orchestra for the ensuing year should be \$17,000. We first said we were willing to employ only one man, but later we offered to employ the number of men which stations of comparable size in this section of the country employ. This would have been about four men. We made it very clear that we needed the services of none of these men, and the union representatives were frank enough to admit this. Their position was, however, that since we used programs originating with the Columbia chain where union musicians were employed, we must pay tribute to the local union because their employment had been disturbed by the use of Columbia chain programs. They stated that they had no desire to make a War Labor Board case, but preferred to have their national organization bring pressure upon the Columbia chain with a threat of having Station WDOE deprived of Columbia chain programs.

The gist of the whole situation locally is that we do not need the services of these men. They admit we do not, but they are attempting to force us to employ them in spite of the fact that they are employed at various other places in the city of Chattanooga both as musicians and in other lines of employment. You will notice also that their demands have steadily increased from year to year. The annual outlay of our stations for musicians has constantly been increased, and the representatives of the union state they intend to keep on increasing their demand. They insist that they are entitled to 5½ percent of our gross receipts, regardless of whether or not we need their services.

The CHAIRMAN. There will be two or three other statements that I would like to place in the record when they come, but this will conclude the hearings.

Mr. MARCANTONIO. Mr. Chairman, may I suggest that the American Federation of Musicians be requested to, if they want, to submit a statement as to their side of this question. They have decided not to appear, but they should be put on notice that they have an opportunity to submit a statement as to their position on this question and if they so desire to avail themselves of an opportunity to submit a statement, they should be given that opportunity.

Mr. REECE. Mr. Chairman.

The CHAIRMAN. Mr. Reece.

Mr. REECE. Would you not think, Mr. Marcantonio, that since the committee through its chairman has invited them to appear, in view

of the fact we are having public hearings, that if they wanted to present their views they should appear personally so that the committee members might have an opportunity to question them and solicit information that might not be embodied in the statement that they might present?

Mr. MARCANTONIO. I do not want to become involved in any question as to whether or not the American Federation of Musicians should appear. That is another question. The point is whether or not we should afford the American Federation of Musicians an opportunity to have a statement in this record. That is the only question and I think that question is entirely divorced from the issue of appearance or non-appearance.

Mr. HALLECK. Mr. Chairman, if I might suggest—

Mr. MARCANTONIO (continuing). If they want to put in a statement then I think that that statement belongs in this record of the hearings.

Mr. HALLECK. Any statement that is placed in the hearing—

Mr. MARCANTONIO (interposing). It seems to me they should be extended that privilege by the committee; the right to submit a statement if they want to.

Mr. HALLECK. So far as I am concerned—

Mr. MARCANTONIO. I do not see why we should quibble about it. I think it is only fair that we should put the American Federation of Musicians on notice that they have a right to submit a statement as to their position, even though they may not want to appear.

Mr. MURPHY. Will the gentleman yield?

The CHAIRMAN. I think that the letter explains that.

Mr. BECKWORTH. Mr. Chairman.

Mr. MURPHY. I want to say as one member of this committee, that if they make a statement and it is not clear to me, or make any statement that I want to question them about, I will request that process be issued that they come here and I be permitted to question them about it.

The CHAIRMAN. This committee, of course, has no right of subpoena.

Mr. MARCANTONIO. You have no power to subpoena.

The CHAIRMAN. I think the letter here answers this question. The letter, in part, says:

These bills were the subject of discussion at the meeting of the executive board of the American Federation of Musicians and it was decided that the American Federation of Musicians should refrain from participation in the hearing.

So I take it that that is broad enough to satisfy anybody. I think there can be no doubt that if they want to appear they would be permitted to appear.

Mr. PATRICK. That is in answer to your letter, is it not, Mr. Chairman?

The CHAIRMAN. Yes. That is from the counsel for the American Federation of Musicians.

THE MONUMENTAL RADIO CO.,
Baltimore, Md., May 19, 1945.

HON. CLARENCE F. LEA,
Chairman, Interstate and Foreign Commerce Committee,
House of Representatives, Washington, D. C.

MY DEAR SIR: For your files, we enclose copies of two letters recently received from Local No. 40, A. F. of M., the Musical Union of Baltimore City.
Cordially yours,

L. WALTER MILBURNE, General Manager.

THE MUSICAL UNION OF BALTIMORE CITY,
Baltimore, Md., May 5, 1945.

To All Radio Stations:

WBAL WCAO WCBM WFBR WITH

GENTLEMEN: For your information and guidance, our board of directors at its meeting on Thursday last made the following new price and added it to our general price list:

"On all engagements, other than radio engagements, where all or part of the music is broadcast by remote control, the engaging party shall pay into the local's general fund, through the contractor or leader, the sum of \$3 per man for each separate network broadcast, and \$2 per man for each separate local broadcast, provided that the engaging party furnishes a daily radio log to the president's office."

This new law will become effective October 1, 1945.

Very truly yours,

J. ELMER MARTIN, *Secretary.*

THE MUSICAL UNION OF BALTIMORE CITY,
Baltimore, Md., May 5, 1945.

To All Radio Stations:

WBAL WCAO WCBM WFBR WITH

GENTLEMEN: In answer to our inquiry, we have received the following information regarding records and transcriptions which will probably be of interest to you:

"The restrictions on audition records are, first, that the local determines whether the record to be made is a bona fide audition, and, secondly, when and if made, it should contain the following 'This is for audition purposes only.' The price to be paid the musicians for an audition record may be set up by the local as the Federation does not promulgate an audition scale.

"A record made for audition purposes cannot be sold to a sponsor, nor can it be used for broadcasting purposes.

"Radio stations may not make records which may be sold to sponsors. They may, however, make recordings for their own delayed broadcasts, but in no event can they manufacture masters or pressings for outsiders.

"The following recording companies have entered into recording contracts with the Federation, and are permitted to engage Federation members for the making of all types of recordings: Henry O. Berman Co., Maryland Broadcasting Co. (WITH), Free State Distributing Co., Inc."

Very truly yours,

J. ELMER MARTIN, *Secretary.*

BIBLIOGRAPHY OF LEGAL CHANGES WITH RESPECT TO LABOR UNIONS

I. LAW REVIEW ARTICLES

Cooper, F. E.—What Changes in Federal Legislation and Administration Are Desirable in the Field of Labor Relations Law? (Prize-winning Ross essay) 28 ABA Journal, page 385, June 1942.

Urges new legislation to curb restraints which prevent use of efficient manufacturing methods and compel hiring of unneeded labor.

Edwards, Corwin D.—Public Policy Toward Restraints of Trade by Labor Unions: An Economic Appraisal, 32 American Economic Review, supplement page 432, March 1942.

One of three papers read before a meeting of the American Economic Association by a representative of the Department of Justice. Two other articles are included in the same supplement; one by Edwin E. Witte opposes amendments of the Antitrust Act.

Tunks, L. K.—A New Federal Charter for Trade-Unionism, 41 Columbia Law Review, 969, June 1941.

A scholarly analysis which reaches the conclusion that labor has been free from all antitrust restriction but which does not advocate remedial legislation at the present time.

Schick, J. R.—Note: Union-Nonunion Agreements Under the Sherman Act, 13 George Washington Law Review, 220, February 1945.

Another analysis of the results of recent decisions on the application of antitrust laws to labor unions.

Note: Public Policy and Labor Employer Agreement on Exclusive Rights To Be Employed for Unskilled Work, 29 Iowa Law Review, 349, January 1944.

Pages 350 to 352 and 356 to 358 give background of the application of antitrust law, on situations where there is elimination of mechanical devices and combination with nonlabor groups.

The Current Labor Problem, 27 Iowa Law Review, 367, March 1942.

A symposium in which Isidor Katz gives the view of labor, John C. Gall the viewpoint of industry, and Congressman Ramspeck his views as a representative of Government.

Kirsh, Benjamin S.—The Antitrust Laws and Labor: An Analysis of Recent Court Decisions. Contemporary Law Pamphlets, Series 4, No. 8, New York University School of Law, 1941.

A scholarly study by a former special assistant to the United States attorney, pointing out trends in the field.

Short, M.—Note: Labor Law—Applicability of Antiracketeering Act to Certain Practices of Labor Unions, 20 North Carolina Law Review, 104, December 1941.

A note chiefly on the Supreme Court decisions on the Antiracketeering Act. Teller, L.—Focal Problems in American Labor Law—*Opera on Tour, Inc. v. Weber*, 28 Virginia Law Review, 727, April 1942.

An article discussing the entire technological problem and the decisions growing out of it.

II. POPULAR PUBLICATIONS

Villard, O. G.—Why Unions Must Be Regulated, 58 American Mercury, page 667, June 1944.

A union sympathizer points to abuses and argues that the unions themselves should present a program to meet public demand.

Williams, Charles—Mr. Petrillo's Hopeless War, 155 Nation, page 291-293, October 3, 1942.

A brief note in a liberal publication pointing out the abuses indulged in by the AFM, and concluding that Petrillo's successes are only temporary without indicating how they can be ended.

Pegler, Westbrook—Thieves With Union Cards, 111 Colliers, page 21, January 9, 1943.

An unusually moderate article for this writer.

Men Who Work the Workers, editorial in 111 Colliers, page 82, April 10, 1943.

Editorial approving the Monroney bill.

Coughlan, Robert—Petrillo, 13 Life, page 68, August 3, 1942.

An unflattering sketch of the president of the AFM.

Moley, Raymond—18 Newsweek, page 64, August 18, 1941.

Writer approves the Monroney and Walter bills.

Hill, Lee H.—Toward a National Labor Policy, symposium on national labor policy presented at Economic and Business Foundation, Youngstown, Ohio, March 8, 1945. Published by Bureau of National Affairs.

A recent article by an alternate industry member of the War Labor Board. One of three statements in a symposium. Reference is made to the Interlochen ban (pp. 16 and 17) and also to output restriction, etc. (p. 20).

Arnold, Thurman—Labor's Hidden Hold-up Men, Reader's Digest, June 1941.

Reader's Digest article by the former chief of the Antitrust Division.

Taft, Philip—Economics and Problems of Labor, 1942.

A textbook on labor. At pages 964-965 the author concludes that some regulation of unions is inevitable.

44 Time, page 21, November 20, 1944.

Round-up story on the capitulation of the recording companies.

45 Time, page 19, February 19, 1945.

Straight news article on Interlochen ban.

Garland, J. V.—Federal Regulation of Labor Unions, the Reference Shelf, volume 15, No. 3.

Arguments on both sides re governmental regulations of labor unions.

Proposed Federal Regulation of Unions Pro and Con, 20 Congressional Digest, page 258, November 1941.

Arguments on both sides of the question as adopted by the national collegiate debating fraternities, contains background material, speeches by Members of Congress, and digests of bills then pending.

NOTE.—The amount of material is, of course, great, and all general economic discussions, from the Beveridge report through the recent textbooks, have adverted to the problem. The rapid pace of court decisions has, however, outstripped much of the materials.

That concludes the hearings, and the committee will stand adjourned.

(Thereupon, at 11:10 a. m., the committee concluded hearings on the above-entitled matter, and adjourned.)