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**STAGING BUSINESS: A HISTORY OF THE UNITED SCENIC ARTISTS,
1895 - 1995**

by

Philip A. Alexander

**A dissertation submitted to the Graduate Faculty in Theatre in partial
fulfillment of the requirements for the degree of Doctor of Philosophy,
The City University of New York**

1999

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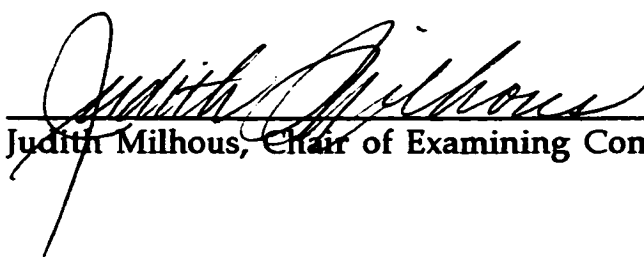
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This manuscript has been read and accepted for the Graduate Faculty in Theatre in satisfaction of the dissertation requirement for the degree of Doctor of Philosophy.

22 Dec 98

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ABSTRACT

Staging Business: A History of the United Scenic Artists, 1895-1995

by

Philip A. Alexander

Adviser: Professor Judith Milhous

Originally founded as a union for painters of theatrical scenery, the United Scenic Artists (U.S.A.), Local 829 of the International Brotherhood of Painters and Allied Trades, has grown to include scenic designers, costume designers, and lighting designers, among other professions. During its first hundred years, the scenic artists' union encountered many changes in the entertainment industry and labor law, including fluctuations in production, the emergence of new media (film and television), and legal suits addressing the professional status of U.S.A.'s members. Since the United Scenic Artists is a relatively small union, its impact on the theatrical industry has not been as significant as large unions like Actor's Equity or the International Alliance for Theatrical Stage Employees (I.A.T.S.E.). U.S.A. has however, provided a voice for its members and provided protection in creating standard contracts, setting wage scales, and establishing benefit and insurance packages for its members.

ACKNOWLEDGEMENTS

Among the people I'd like to thank for their help on this dissertation, Brooks McNamara gets first billing since he started the ball rolling by informing me of the union's collection at New York University's Wagner Labor Archive. I also want to thank the archive's director, Debrah Bernhardt, and her staff, who were very accomodating as I sifted through the several boxes of materials and numerous reels of microfilm. The executive board of the United Scenic Artists and the union's office staff were also welcoming as I conducted research at the union's offices.

At this time I would also like to acknowledge the great debt I owe my dissertation committee. Jill Dolan has changed my understanding of writing, both through her clear, honest style and by pushing me to eliminate my weaknesses. Marvin Carlson has provided continual support throughout my graduate career, and proved in class after class that the great variety of theatrical experiences are both accessible and multi-layered. Judith Milhous, who was my first instructor in graduate school --teaching the first course I took -- has filled me with wonder and excitement for historical research. Their work, as well as the endeavors of their colleagues at the CUNY Graduate Center, has profoundly affected my perceptions of theatre and my practices as a student and scholar.

Lastly, I must thank the members of my family. Doug Still, my partner, provided valuable emotional support and understanding throughout the course of my graduate career. My parents, Terry and Elizabeth Alexander, have always fostered my education, both financially and psychologically, since my earliest days, and because they have always encouraged me to pursue my interests, no matter how impractical or esoteric, I dedicate this dissertation to them.

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INTRODUCTION: STAGING BUSINESS

The theatre is found to be, after all, as much a place of business as a banking-house or a lawyer's office; for loafers there is no room.

-William Telbin, 1889

Histories of the scenic arts generally fall into the categories of designer biographies, construction handbooks, or analyses of a particular styles, e.g. the *New Stagecraft* or *Russian Futurism/Constructivism*.¹ Though such books address the aesthetic process, designer's training, key collaborations, artistic heritage, and/or creative techniques, they rarely discuss the business concerns faced by designers. As a respected scenic artist of the nineteenth century attested in the epigraph above, however, the world of the modern theatre artist has always encompassed legal and economic matters in addition to aesthetic concerns.² In addition to paint elevations, set models, costume renderings, and light plots, designers and scenic artists have had to deal with contracts, bargaining agreements, work rules and paychecks, but this work is usually ignored by histories of the theatre arts. By exploring the history of the

¹ Please see bibliography for a selection of books on scenic design.

² William Telbin, "Art in the Theatre: The Painting of Scenery," *Magazine of Art* 12(1889): 195 -200. Telbin's writings, like the other articles from the *Magazine of Art* on scenography referenced in this chapter and the next, are useful in understanding the nature of scenic practices at the turn of the century, but provide little specific information that can be confirmed elsewhere.

union of scenic designers, we can explore the oft-ignored business and professional concerns designers faced as a group.

The history of theatrical unions is not totally ignored by scholars, but most scholarship has focused on performers. In one of the earliest books on theatrical unions, Alfred J. Harding provided a somewhat mythologized account of the actors' strike of 1919. Sean Holmes' more recent dissertation seeks to provide a more objective account of the early years of Actors Equity. Both Benjamin McArthur and Tracy Davis look at the position of actors within larger cultures--McArthur looking at American Culture from the nineteenth and twentieth centuries, while Davis considers the actress in Victorian England--and include analyses of labor issues as part of their larger theses. George Seltzer's book, *Music Matters*, examines the history of the American Federation of Musicians. The stage hands hand union has been studied as well, in at least one dissertation (over 50 years old) and a publication by the union itself on the celebration of its anniversary.³

³ Alfred J. Harding, *Revolt of the Actors* (New York: William Morrow, 1929), Sean Holmes, *Weavers of Dreams, Unite!* (PhD. diss.: New York University, 1994.), Benjamin McArthur, *Actors and American Culture, 1880 - 1920*. (Philadelphia: Temple University Press, 1984), Tracy C. Davis, *Actresses as Working Women: Their Social Identity in Victorian Culture*. (New York: Routledge, 1992), George Seltzer, *Music Matters: The Performer and the American Federation of Musicians*. (Metuchen, NJ,: Scarecrow Press, 1989), Robert Osborne Baker, *The International Alliance of Theatrical Stage Employes and Moving Picture Machine Operators of the United States and Canada*. (PhD. diss.: Univ. of Kansas, 1933), *One Hundred Years of Solidarity*. (International Alliance of Theatrical Stage Employes and Moving Picture Operators of the United States and Canada, 1993).

To date, the United Scenic Artists has been granted scant scholastic examination. Orville Larson's *Scene Design in the American Theatre from 1915 to 1960* is the only significant publication that addresses the history of U.S.A., and most of Larson's discussion appears to have been based on a magazine article by Don Stowell.⁴ This investigation will expand Larson and Stowell's studies in two ways: by enlarging the scope to include all the professions served by the union and by extending the period studied from the union's infancy to the present. This dissertation is modeled on a composite of the previous theatre union studies by presenting a history of the union, providing a context for the different events and occurrences, identifying strengths and weaknesses in the union's strategies, and supplying a portrait of the union membership. *Staging Business*, then, seeks to expand the historicization of theatre artists by evaluating the material factors, instead of the creative ones, pertinent to "the business of staging." By investigating the history of the United Scenic Artists, this study provides an economic, social, and political context for theatre artists over the past hundred years.

The United Scenic Artists possesses several traits that make it noteworthy for the study of theatre history. Its membership is composed of

⁴ Orville Larson, *Scene Design in the American Theatre From 1915 To 1960*. (Fayetteville, AK: University of Arkansas Press, 1991). Don Stowell, Jr. "The Unionization of the Stage Designer - Male and Female," *Theatre Design and Technology* 38 (October 1979): 7-9 , 36-37. The core of Larson's discussion concerns the incorporation of designers into the union in the 1920s, and apparently most of this information came from Stowell's article.

several professions: scenic artists, scenic designers, costume designers, lighting designers, and related crafts. In terms of scenery, U.S.A. contains several divisions within a field: artists who design the scenery and artisans who paint the scenery. Also, though productions for live theatre appear to be the main source of the members' livelihood, members are often employed in other media (film and television). Lastly, though other locals of U.S.A. were established in Chicago and Los Angeles, the New York local has served as a "national local" in negotiating with employers and providing membership to scenic artists.

The following chapters explore the actions of the union. In each period, U.S.A. acted in response to one of several factors, the legal climate for labor in general, the state of the industry and the demands of employers, the actions of other unions, and the needs of the union's membership. Though these factors are often interrelated, it is helpful to picture them as a series of concentric circles or spheres, radiating out from the union. Closest, of course, would be the union's internal regulations, such as membership requirements and policies. Beyond that would be the union's relations with organizations in the industry. These can be divided into employers and other unions. Last is the sphere of general influences, such as national economic climate and labor law.

The history of United Scenic Artists is posited within the context of American trade unions and labor practices. The study addresses the greater

concerns of unions, such as collective bargaining, international trade, federal legislation, and the inclusion of ethnic minorities and women. U.S.A.'s relationship with other theatre unions is also examined, in order to better understand both theatrical production and the efficacy of organized labor in theatre trades.

This study analyzes the union as a body, as a force within the entertainment industry. Because it is an entertainment union that represents several professions in different media, the United Scenic Artists consequently is contained within a complex web of scene shops, theatrical companies, film producers, television networks, entertainment guilds, and craft unions. The efficacy of the union is determined by the power it exhibits when dealing with these elements, and by analyzing what Bruce McConachie identifies as the "relations of entertainment production," we can assess U.S.A.'s position in the industry over the century.⁵ Questions central to the study have been "How did the union affect theatre production?" and, inversely, "How did theatre production affect the union?" The result is a depiction of a changing theatre climate viewed through the filter of a trade union.

As a study of a group, this dissertation functions as prosopography. Though this may not be the typical prosopography as described by Lawrence Stone, it does address the two major problems determined by Stone: finding

⁵ Bruce McConachie, "Historicizing the Relations of Theatrical Production" in Janelle Reinelt and Joseph R. Roach, eds., *Critical Theory and Performance* (Ann Arbor: University of Michigan Press, 1992): 168 -178.

the roots of political actions, and analyzing social mobility.⁶ This dissertation looks to the roots of the union's actions by studying U.S.A.'s relations with employers and other groups, and analyzes the social mobility of its members by evaluating how much power the union was able to gain for its members through its interactions with such groups.

The dissertation also attempts to provide a profile of U.S.A.'s membership. Though many well-known designers have belonged to the union and several served as officers, e.g. Charles Witham, Howard Bay, and Ben Edwards, the intent is not to present a collection of individual biographies of prominent union members and scenic artists, but to suggest the experience of the "average" union member.

The study also examines the divisions of labor within scenery production (designers, painters, assistants), and their codification/standardization in terms of pay scale, work responsibility, and scene shop management. The term "scenic artist" originally designated the individual who was responsible for creating the settings, and at the end of the nineteenth century, this generally meant an artist trained in painting who organized a crew of painters. After the clear emergence of a scenic designer, who often was not involved in the execution of the settings, scenic artist became a term employed only for those crew members who painted scenery.

⁶ Lawrence Stone, *The Past and the Present Revisited*. (New York: Routledge, 1987).

Because this dissertation is a history, it is structured chronologically. The subsequent four chapters cover roughly a quarter century each, looking at the changes within the entertainment industry that the union had to address. The different demarcations for each chapter were created by different landmarks in the union's history. The first chapter begins with the founding of the first scenic artists union in 1895, and progresses to 1923 when designers were admitted as a separate professional category. The second chapter covers the "Broadway Boom" years of the twenties, the Depression, as well as the union's reaction to World War II. Chapter three includes discussions of the postwar era, the union's response to the development of television and the organization of lighting designers in the late '60s. Chapter four covers from 1970 to 1995, and evaluates the union's status in the face of a declining labor movement, and the merger of Chicago local 350 with New York local 829 in the 1980s.

The primary source for this dissertation was the archives of the United Scenic Artists. Almost all of the union's records prior to 1970 are housed in the Wagner Labor Archive at New York University. These papers include 5 1/3 linear feet of documents and 14 reels of microfilmed minutes from union meetings. The United Scenic Artists administrative offices also house historical papers, most collected since the Wagner Archive collection was assembled. Both of these collections were simultaneously intriguing and frustrating, providing both documentation of fascinating events and people,

and incomplete records of crucial union events.

Though I am loathe to place an apology at the beginning of this dissertation, I must acknowledge that several items of interest had to be omitted from the study simply because not enough evidence was available to create an accurate account. In the interest of space, other fully documented episodes were deleted because they did not have a strong connection to the development of the union's policies and practices. Consequently, I emphasize to my reader the dissertation's subtitle, "A History of the United Scenic Artists" and the fact that other histories of the union may be written. Indeed, since the United Scenic Artists has had such a long history, other accounts of the union should be written. Nevertheless, *Staging Business* is the first attempt to fill in one particular gap of American theatre history.

CHAPTER ONE: FIGHTING UNFAIR COMPETITION AND OTHER
UNIONS, 1895-1923.

There is no book that gives the history of scenic art. It would be too sad. It would tell only of disappointed hopes, of melancholy failures.

-Edward G. Unitt, 1908 ¹

When the founding of the first union for scenic artists is researched, some questions can be answered fairly easily. A union seal published in advertisements for members provides the answer to the question of when the union was formed: 11 September 1895. Early notices for union meetings tell us where the group was based—New York City. The meeting notices also indicate who the original members of the union were; it lists thirty-one men as charter members.² Determining the reason for the union’s creation, however, is a much more complicated task. The state of American labor in 1895, the condition of the theatrical industry, the precedent of worker organizations in theatre, and the methods of scenery production were all factors that influenced the scenic artists at the time. Once these forces are evaluated, however, it is clear that some were more significant than others.

¹ Mary Gay Humphreys, “Stage Scenery and the Men Who Paint It,” *Theatre Magazine*, (August 1908), 203.

² “Notice to Managers and Scenic Artists,” *New York Dramatic Mirror* (28 November 1896), 28. A photograph that now hangs in the office of the United Scenic Artists provides images of 24 of these men. A copy of the photograph was published in *TCI*. (January 1996) 2.

In the mid-1890s, American labor was in a state of fluctuation, facing both difficulties and favorable conditions. The labor pool was growing due to an increase in immigrants, which created more competition for jobs. The economy was subject to ruthlessly competitive industrialists, one result being the depression, or "panic," of 1893. Though national union membership had reached a new peak of almost one million in the late 1880s, it began to drop off in the early '90s. Labor recently had suffered two major defeats, the Homestead Steel strike of 1892 and the Pullman Strike of 1894, in which unions were crushed and unionists killed.³ In the wake of these setbacks, unions found increased resistance from courts and employers' groups, such as the National Association of Manufacturers, established in 1895 primarily to fight against union shops.⁴ As the twentieth century approached, labor and capital were viewed as dangerously irreconcilable.⁵ National labor management was also experiencing a major transition in the last decades

³ Leo Wolman, *The Growth of American Trade Unions 1880 - 1923* (New York: National Bureau of Economic Research, 1924), 21. In 1892, a five month strike by steel workers in Homestead, PA, resulted in the death of several union members and the elimination of unions from most Pittsburgh area steel mills. In the Pullman conflict of 1894, the American Railway Union was crushed and several of its leaders jailed, including president Eugene Debs, after the federal government imposed an injunction on a strike that involved several states.

⁴ Sanford Cohen, *Labor in the United States*, 2nd ed. (Columbus, OH: Charles E Merrill Books, 1966), 91 - 94.

⁵ Hillel Schwartz, *Century's End: A Cultural History of the Fin de Siècle from the 1890s through the 1990s* (New York: Doubleday, 1990), 158.

before the twentieth century. The Knights of Labor, the first national union, was suffering from defections to the newer American Federation of Labor (A.F.L.). If the scenic artists were like most American workers in 1895, they probably had some trepidation about the power of unions. While they may have had hopes that a union would empower them, they may have had doubts about how effective it could be. For the scenic artists to organize in an environment of such ambiguity, they must have been driven by some strong force in the theatre industry.

In 1895, New York theatre was based around Herald Square. Theatre audiences, which started to include more women, demanded a variety of entertainment. Theatres that had previously housed all sorts of performances were specializing in vaudeville, burlesque, circus, minstrelsy, opera, or "legitimate drama."⁶ Audiences were attending plays like Augustin Daly's production of *Two Gentlemen of Verona*, William Gillette's *Secret Service* or David Belasco's *The Heart of Maryland*. Both Gillette and Belasco's play featured melodramatic climaxes-- *Secret Service* featuring a telegraph scene with accurate Morse code, and the Belasco play with the heroine (played by the scandalous Mrs. Leslie Carter) swinging from the clapper of a large bell. This was an important transitional period, since it was near the end of Daly's career and the beginning of Belasco's, both of whom were influential directors known for their innovations in scenery. Daly and Belasco employed some of

⁶ McArthur, *Actors and American Culture*, 90 - 91.

the best scenic artists of the time, such as Charles Witham, Lafayette Seavey, and Joseph Physioc.

The popular performance genres had an effect on the scenery of the time. In the last quarter of the nineteenth century, as larger theatres were constructed, the wing and groove system was abandoned, so scenic artists could create more realistic settings and box sets.⁷ The growing desire for stage realism demanded that scenery be historically accurate, forcing scenic artists (most of whom were trained in painting, not art history) to research their settings.⁸ Scenic artists might find their products lit under electric lights, which most found to be much harsher than gaslight.⁹

As photographs from the period show, the scenery was a combination of illusionistically painted flats and three dimensional set pieces. For the famous buzz saw scene in Joseph Arthur's *Blue Jeans* (1890), Homer Emens' set featured a set of steps and a large, three dimensional buzz saw, all surrounded by flats painted to represent a lumber warehouse. For a humble dwelling in James Barrie's *The Little Minister* (1897), Edward G. Unitt also provided three dimensional elements such as table and chairs, a mantelpiece

⁷ W. Telbin, "Art in the Theatre: The Question of Reform," *Magazine of Art* 17 (1894), 44 -48.

⁸ "Scene Painting," *Brooklyn Eagle*, 18 October 1897 (hand dated).

⁹ Humphreys, v -vi.

and a large loom, but painted the walls to look like brick, stucco, and timber.¹⁰

The union-minded scenic artists of 1895 probably looked to other organizations for models. At that time, only a few professions in the theatre were organized, but theatre workers had a long tradition of forming groups and professional organizations to address mutual concerns. Theatrical benevolent societies had helped needy performers and stage hands since pre-Civil War years.¹¹ Performers had also created clubs and associations, like The Lambs Club, The Professional Woman's League, and The Players Club, to meet social and professional needs.¹² These associations resembled unions by providing a forum for theatre professionals to evaluate the state of the industry, but they did not actively work to influence the wages and working conditions of its members.

The scenic artists formed a professional association before they attempted unionization, and founded the American Society of Scenic Painters (A.S.S.P.) in 1891. Though little documentation is available about this group, the word "society" in its title and its stated goal -- "to promote the artistic and practical efficiency of the profession" -- suggest it functioned as a professional

¹⁰ Stanley Appelbaum, ed., *The New York Stage: Famous Productions in Photographs* (New York: Dover Publications, 1976), 5-6.

¹¹ McArthur, 95.

¹² McArthur, 74 -80.

association.¹³ Years later, it was claimed that the organization included “the foremost scenic designers and artists of the United States.”¹⁴ This professional fraternity was very influential in the formation of trade union for scenic artists a few years later.

When it came to forming bonafide unions, musicians were the first theatre personnel to organize. They established local unions across the nation during the 1860s. Having grown out of professional associations, they began to focus on setting minimum wage scales.¹⁵ The first stage hands’ union was founded in 1886 in New York City, and seven years later, representatives of seventeen stage hands’ unions created the first national theatre union, the National Alliance of Theatrical Stage Employes (N.A.T.S.E.).¹⁶ Originally representing workers from Boston to Denver, N.A.T.S.E. grew steadily and when it affiliated with the American Federation of Labor in 1894, the union included twice as many locals.¹⁷ The scenic artists,

¹³ Mary C. Henderson, *Theater in America : 200 Years of Plays, Players and Productions* (New York: Harry N. Abrams, 1986), 200. Henderson puts the founding at 1892.

¹⁴ Undated Speech, after 1937. United Scenic Artists Collection, Wagner Labor Archive, New York University.

¹⁵ Seltzer, *Music Matters*, 2.

¹⁶ Germain Quinn, *Fifty Years Back Stage* ([Minneapolis: Stage Publishing Co.], 1926), 148.

¹⁷ *One Hundred Years of Solidarity*, 12.

who worked with stage hands, would have been aware of the recent labor actions of their co-workers and perhaps were inspired to follow suit.

Stage hands unionized to address a variety of problems. Wages, if they were paid, usually amounted to 50¢ a day for stage hands. The carpenters and scene shifters might work long hours over the weekend (when settings for out-going productions were removed, and new scenery was brought in), and have little to do during the week. Stage hands could lose work when managers coerced stage struck youngsters to work backstage without pay, allowing the neophytes to see the show for free. Stage hands and performers, could be stranded far from home when a touring show closed and the management did not provide return rail fare.¹⁸

In addition to the precedents of other theatre unions, the state of scenic production in 1895 presented many issues that motivated the scenic artists to form a union. Though scenic artists usually worked in shops and did not risk being stranded with touring productions like stage hands, their wages and working conditions left much room for improvement. Scenic artists were not highly-paid for their work. In 1889, one scenic artist compared his compensation in 1889 to the pay for similar professions:

It is impossible for me to say in a general way whether we are well or ill paid for our work. This I may say, however-- that the income of the most successful scene-painter is certainly very much smaller than that of a very second-rate cabinet-picture painter, or even of a tolerably successful draughtsman for the

¹⁸ *One Hundred Years of Solidarity*, 7.

chief illustrated journals. ¹⁹

After conceding that scenic artists paint only on commission and never on speculation, he concluded, "we are paid according to our desserts." If the pay was fair, though, it was intermittent and subject to seasonal variations.

When scenic artists find did work, the conditions they encountered could be unhealthy and unsafe. The typical scene shop was described as "a zone of comparative darkness, where the atmosphere is gas-polluted and excessively dry and hot. But in the winter-time the conditions of things is entirely reversed."²⁰ Richard Marston (later a member of the scenic artists' union), described environments scenic artists could encounter in 1894.

Any cellar, cockloft or back wall does for the artist. One of the most important and historic theatres in New York has a paint-bridge sixty-feet from the ground; with no protection but the artist's vigilance against fatal falls, while it is approached by a dark staircase of seventy steps, so intricately twisted that it is unsafe for strangers. The paint-frames are so badly hung that they require two men to work them. The paint-room of the Metropolitan Opera House, New York, though large and well-equipped, has its light coming in from a skylight some sixty feet overhead, a great stumbling block to good work.²¹

Given such working conditions, one is not surprised that the scenic artists

¹⁹ Telbin, "The Painting of Scenery," 197 -198. Though Telbin discusses the pay and work conditions for scenic artists in London, I am extrapolating to conditions in the United States, especially in the larger cities.

²⁰ Telbin, "The Painting of Scenery," 198.

²¹ Richard Marston, "Art in the Theatre: The Decline of Scenic Art in America," *Magazine of Art* 17 (1894), 165.

might consider forming a body that would speak for them.

In addition to the poor working environments, union-minded scenic artists were probably responding to changes in the fundamental modes of theatre production and management. As in other industries, the labor pool for theatre work was expanding. By 1890 over 8,000 people were pursuing careers in performance.²² The industry did not grow as quickly as the labor pool, however, and by the turn of the century, approximately a third of all actors and actresses were unemployed.²³ In the second half of the nineteenth century, the foundation of the American theatre shifted from the provincial-based stock companies to the touring "combination" companies, and theatrical production became centralized in New York City. New positions in theatre management emerged, with the responsibilities of theatre operators now divided by independent producers and theatre managers. Managers and agents could easily abuse their newly-acquired power.²⁴ The power of managers would reach a summit the following year when three pairs of

²² McArthur, 88.

²³ McArthur, 22.

²⁴ Booking agents would provide established actors with preferential treatment, forcing minor actors to offer bribes for worthwhile positions. Managers might wait until just before the start of the Fall season to sign actors, in order to bargain them into a lower fee. Occasionally, actors would sign contracts with more than one manager as a method of protecting themselves. McArthur, 16 - 21.

business partners formed a monopoly known as the Theatrical Syndicate.²⁵

The “industrialization” of theatre had a significant effect on the production of scenic arts.²⁶ Because scenery was no longer taken from a theatre’s stock collection but custom made for each production, scenic artists had to establish their own shops. Though these studios were often housed within a theatre, scenic artists were now burdened with the expenses of rent, gas, paints, and labor.²⁷ The death of stock companies created a highly competitive field, since all scenic artists were operating on a free lance basis and had to contract for each show. In addition, the increase in touring and the dependency on rail travel mandated all scenery must be transportable. This requirement not only affected the dimensions of scenery (elements could not measure more than 5’ x 10’ in order to fit through railroad car doors), but it placed New York scenic studios in direct competition with

²⁵ In 1896, Marc Klaw and A. L. Erlanger, Charles Frohman and Al Hayman, S.F. Nixon and J. F. Zimmerman, formed the Theatrical Syndicate. As a group, “the Trust” owned or leased 16 theatres and controlled the booking rights to 17 more. After establishing a strategy that blacklisted any manager or actor who worked with non-Syndicate producers, the Syndicate quickly establish control over theatre managers, and held twenty more theatres in its grasp within two years. Jack Poggi, *Theatre in America: The Impact of Economic Forces, 1870 - 1967* (Ithaca, NY: Cornell University Press, 1968), 11 - 15.

²⁶ Telbin (“The Painting of Scenery”), Marston, and W. J. Lawrence [“Scenery on Tour,” *Magazine of Art* 19(1896), 476 -479.] discuss changing aesthetics and technology, but appear to be most frustrated and affected by the recently developed contract system.

²⁷ Telbin, “The Painting of Scenery,” 195.

studios across the country.²⁸

In this climate of increased expenses and competition, a new form of scenery studio appeared, scenic factories. These shops provided low-cost settings chosen from a catalog of limited designs which were quickly reproduced with stencils. The scenic factories produced settings for local productions as well as for touring companies, and emerged in central states like Illinois, Missouri, and Kansas.²⁹ The Armbruster studio in Columbus, Ohio, for example, outfitted minstrel shows as well as touring productions for actors like Tommaso Salvini, Sarah Bernhardt, and James O'Neill.³⁰

The scenic factories proved very efficient for managers. One contemporary account claimed they worked with remarkable speed: "It is by no means an uncommon thing for an order for a scene, say thirty feet square, to be received by telegraph in the morning and the whole painted, dried, and put on rail before night-fall!"³¹ The improvements in speed of production had inverse effects on the scenery's quality, however. The factories were criticized for using cheap paints and replacing tempera (which would crack

²⁸ "Scene Painting," *Brooklyn Eagle*.

²⁹ W. J. Lawrence, "Scenery on Tour," *Magazine of Art* 19(1896), 476 - 479.

³⁰ Robert S. Joyce, "The Armbruster Scenic Studio," *Ohio State University Theatre Collection Bulletin* 12 (Ohio State University, 1965), 6 -19.

³¹ Lawrence, 476.

and chip from excessive handling) with aniline dyes that were absorbed by the muslin drops, creating a more muted effect. Because the workers in these scenic factories made no attempt at originality, they were derogatorily dubbed “the merest frescoers.”³² Richard Marston found that even supervision by a respected scenic artist did not guarantee a better product from the scenery factories. He wrote:

A well-known artist, of pronounced ability while he was in charge of a theatre upon a salary, always produced work which was admired, and built himself a wide reputation. He has recently started a factory in this city, from which he supplies a very large amount of work. The quantity of work undertaken precludes all possibility of any but the smallest percentage of it bearing the artist’s name being actually executed by him. The consequence is that the work of his factory had never yet approached his own standard of excellence.³³

Due to the poor quality of scenery they provided, scenic factories were blamed for having “debased the artistic currency of the country by choking up the minor playhouses with mechanically-produced work of a crudely conventional order.”³⁴

With their limited designs and fast reproducing techniques, the factories were able to underbid traditional scenic studios by a wide margin. To prevent losing business to their competitors, some scenic factories would go so far as to contract for settings below the expense of the materials.

³² Marston, 164.

³³ Marston, 168.

³⁴ Lawrence, 476.

Apparently frustrated by these unfair tactics, Marston asked, “. . .what high-class artist can afford to compete . . . against the meretricious rule of thumb turned out by the factory at a price less than the artist can begin to buy the canvas for [?]”³⁵ Such unscrupulous business practices forced talented scenic artists to defect to other industries; Matt Morgan, for example, left scenic art to design lithographic posters.³⁶

When all the factors that contributed to the formation of the scenic artist union in 1895 are reviewed, then, one finds that the state of labor in America may have had some influence on the scenic artists, but probably not as much as the example provided by the stage hands and the scenic artists own professional group. The single most influential factor, though, was probably the industrialization of theatre and the emergence of scenic factories. These factories created unfair competition and changed how scenic artists fit into the profession--they were no longer respected artists, but workers hired to work as quickly and as cheaply as possible. Facing the scenic factories was a problem that could not be solved alone or by a professional organization. The scenic artist of 1895 wanted an organization that could affect financial matters of scenery, such as regulating wages and working conditions. The scenic artists had learned from their stage hand brothers that the organization that

³⁵ Marston, 168.

³⁶ Ibid.

could accomplish such a goal was a trade union, and so they created their own.

The Protective Alliance of Scenic Painters of America, 1895-1898

On 11 September 1895, thirty-one scenic artists adopted a proactive approach to this unfair competition by organizing the first scenic artists' union, the Protective Alliance of Scenic Painters of America (P.A.S.P.A.). Charter membership in the Protective Alliance of Scenic Painters of America was limited to members of American Society of Scenic Painters.³⁷ P.A.S.P.A. may have been formed when the A.S.S.P. decided to adopt a more laborite focus, or the union may have started as a splinter group from the professional group. When P.A.S.P.A. received its charter from the A.F.L., it was through the stage hands' union and it was officially designated as N.A.T.S.E. local 38.

The Protective Alliance of Scenery Painters of America (P.A.S.P.A.), comprised the spectrum of the professions defined as "scenic artists": from the journeyman painters who worked in scene shops, to the artists who ran their own studios, designed the scenery, and occasionally put brush to canvas. This membership included prominent scenic artists like Louis Dufloqc,

³⁷ "The Scenic Painters Alliance," undated article (probably 1895). United Scenic Artists Collection, Wagner Labor Archive, New York University (hereafter "U.S.A. Collection). File 2- 46 (My notation system puts the collection's box number before the hyphen and the file number after the hyphen).

Joseph Physioc, Frank Platzer, and Joseph Wickes.³⁸ Most members of P.A.S.P.A. were located in the metropolitan New York area, but P.A.S.P.A. represented members in eight other cities, some as far as Boston and San Francisco. If the union was to confront competition across the country effectively, however, it needed a wide representation in as many other cities as possible.

Soon after its founding, the P.A.S.P.A. issued a statement in which they named their enemy: "this alliance, the members positively assert, will not be aggressive against any manager, but has been formed to protect the scenic painters against fresco artists, who are encroaching on their fields."³⁹ Though some scenic artists blamed "the commercial spirit of managers" for creating this problem, the union took pains not to appear antagonistic to management.⁴⁰ In fact P.A.S.P.A. claimed they benefitted managers because "its by-laws are most pronounced in holding its members to a strict conformity to their obligations to contracting parties."⁴¹

³⁸ Dufloqc worked for Augustin Daly, and Joseph Physioc later designed some of Clyde Fitch's successes. Frank Platzer and Joseph Wickes later formed important partnerships, individually, with Homer Emens and Edward Unitt, respectively.

³⁹ "The Scenic Painters Alliance," undated article (probably 1895). U.S.A. Collection, File 2- 46.

⁴⁰ Marston, 163.

⁴¹ "The Scenic Painters Alliance."

P.A.S.P.A. members worked quickly to get their message out; by mid-1896, the P.A.S.P.A. had a union seal and was advertising its meetings in the *New York Dramatic Mirror* ("Meet Every Wednesday of each Month"). Members with scenic studios would include the union seal in their advertisements.⁴² After eighteen months, the union's roster had grown to include 66 scenic artists in sixteen cities.⁴³ Despite this increase (which is the highest documented number of members), P.A.S.P.A. was far from representing the majority of scenic artists in the country. Joseph Jefferson provided a list of major American theatres and their key personnel for the same 1896 -1897 season, in which he recorded 54 scenic artists not on the union's rolls, and eight cities with absolutely no P.A.S.P.A. representation.⁴⁴ Eventhough Jefferson's list is incomplete and omits several well-known scenic artists, such as Witham, Duflocq, and Seavey, one can conclude that most American scenic artists remained outside the union.

In October of 1896, barely a year after P.A.S.P.A. was founded, another organization, the Scenic Art League of New York (S.A.L.N.Y.) appeared. Composed of thirteen studio operators and scenic artists, S.A.L.N.Y. was

⁴² *New York Dramatic Mirror*, 21 November 1896, 26.

⁴³ U.S.A. Collection, File 2-46.

⁴⁴ Joseph Jefferson, *Through the Stage Door: A Complete Handbook of the Theatre* (Boston: Boston Engraving and McIndoe Printing, 1896), appendix. Jefferson's list, which comprised 91 theatres in 24 cities, also provided the names for the manager, stage manager, master carpenter, head flyman, property man, electrician and back-door man for each theatre.

significantly smaller than P.A.S.P.A. Yet since it represented Henry Hoyt, Lafayette Seavey, Edward Unitt, Frank Dodge, and Homer Emens, S.A.L.N.Y.'s ranks included several influential scenographers. Soon after its founding, the League issued a statement:

The object of this body is to maintain, by the representative character of its members and of their work, the dignity of scenic art as a profession, and to resist as a whole any effort to control, or in any way dictate, the business or artistic work of its individual members."⁴⁵

S.A.L.N.Y.'s specific orientation cannot be determined from this statement-- it may have functioned as an employer's organization or another professional association-- but the defensive tone suggests it was formed in opposition to P.A.S.P.A., the only existing organization that could have a significant affect scenic artists' "business or artistic work."

The wording of the S.A.L.N.Y. statement is not the only clue to suggest the two groups were at odds. The list of scenic artists in the S.A.L.N.Y. advertisement did not include any known P.A.S.P.A. members. The major difference between the two organizations appears to have been geographic: S.A.L.N.Y. was limited to the scenic artists of New York City while P.A.S.P.A. included members throughout the country. The members of S.A.L.N.Y. may have objected to the idea of scenic artists beyond Gotham establishing work codes and wages, since they were located in the city that served as the nation's theatrical capital and as the origin for most touring productions and their

⁴⁵ *New York Dramatic Mirror*, 28 November 1896, 23.

scenery. Perhaps S.A.L.N.Y. and P.A.S.P.A. were created when the American Society of Scenic Painters split due to an internal dispute. The degree of the conflict between these two scenic artists' organizations remains unknown, but S.A.L.N.Y.'s existence is important because, despite its smallness, it provide opposition to P.A.S.P.A. and it may have prevented P.A.S.P.A. from gaining more members.

While they were working to attract new members, P.A.S.P.A. officers also were working to gain power within the national union structure. At the 1896 N.A.T.S.E. Convention in Detroit, the officers of P.A.S.P.A. presented a resolution that required all future union scenic artists to belong to Local 38. After this proposal was accepted, P.A.S.P.A. also entered a motion demanding all N.A.T.S.E. locals refuse to handle scenery not painted by Local 38.⁴⁶ This resolution, however, was watered down into a warning for managers and non-union scenic artists, and later published as an advertisement stating that N.A.T.S.E. members would not handle non-union painted scenery.⁴⁷

These resolutions ostensibly yielded few results. At the following

⁴⁶ If stage hands would allow only union-painted scenery into the theatres, the scenic artists surmised, then theatre managers would be forced to use only union shops (and non-union shops would wither from neglect or, preferably, join P.A.S.P.A.). *Proceedings of the Fourth Annual Convention of the National Alliance of Theatrical Stage Employes*, 28 -30, in *American Labor Unions' Constitutions, Proceedings, Officers' Reports and Supplementary Documents* (Ann Arbor: UMI, 1991), microfilm reel 228.

⁴⁷ "Notice to Managers and Scenic Artists," *New York Dramatic Mirror* (5 December 1896): 28.

year's convention, P.A.S.P.A. officers submitted similar proposals, but achieved only minimal results.⁴⁸ Though N.A.T.S.E. provided the scenic artists' union with some recognition, it did not put its full weight behind P.A.S.P.A.'s proposals, and the scenic artists were unable to achieve a closed shop in 1897. Also in 1897 P.A.S.P.A. took out advertisements as a notice to "Managers making contracts for coming year," informing them that the recent N.A.T.S.E. convention had resolved that "only scenery painted by members of the Protective Alliance of Scenic Painters of America will be handled by the members of [N.A.T.S.E.]."⁴⁹ With this statement, P.A.S.P.A. shifted its focus from competing fresco artists to employers, but was still asserting its jurisdiction in an attempt to employ its members.

P.A.S.P.A.'s plan to establish a closed shop through N.A.T.S.E. regulations was ill-conceived, because it did not properly address the economic structure of theatrical production. Rather than establish an agreement with producers, P.A.S.P.A. tried to force other unions to enforce fair labor conditions. The scenic artists asked that stage hands refuse to handle scenery that was not painted by union painters. The stagehands and

⁴⁸ Local 38's power in representing all scenic artists was buttressed by a new law requiring N.A.T.S.E. locals to submit the names of their members who worked as scenic artists to P.A.S.P.A. However, a proposal forbidding stage carpenters from contracting for scenery unless it was to be painted by union scenic artists was defeated. *Proceedings of the Fifth Annual Convention of the National Alliance of Theatrical Stage Employes*, 44 -48, in *American Labor Unions' Constitutions*.

⁴⁹ *New York Dramatic Mirror*, 21 November 1896, 28.

scene shifters would risk losing their own jobs to non-union stage crews. The stage hands may have considered Local 38's resolutions as being selfish, because P.A.S.P.A.'s proposals allowed the scenic artists to continue working while the livelihood of their theatre colleagues was put on the line.

This inter-union dispute between developed into a major conflict. After the 1897 convention, Local 38 protested against Local 1, the New York stage hands' local, for handling non-union painted scenery, and the scenic artists threatened to go on strike. In a move that challenged internal union governance, the scenic artists brought their protest to the Building Trade Section of the Central Labor Union of New York, not to the N.A.T.S.E. executive board. Angered that Local 38 had not proceeded through the proper channels, N.A.T.S.E. President C. R. Norman interceded by providing Local 1 with a compromised order: they were not to handle scenery that was *intended to be painted* non-union, but they were permitted to work on scenery that already had been painted by non-union artists. P.A.S.P.A. continued its protest, however, and formally charged Local 1 with non-unionism a few months later. In January 1898, the N.A.T.S.E. executive board dismissed Local 38's charges against Local 1, and reprimanded P.A.S.P.A. for misrepresenting union rules in the dispute.⁵⁰

⁵⁰ The board felt local 38 had misrepresented one of the president's orders as well the resolutions from the 1896 Detroit convention. *Proceedings of the Sixth Annual Convention of the National Alliance of Theatrical Stage Employes*, 58 -59, in *American Labor Unions' Constitutions*.

P.A.S.P.A. disbanded several months later, sometime between April and July 1898.⁵¹ P.A.S.P.A. most likely dissolved of its own volition, though some have speculated that its charter was revoked.⁵² After Local 38 withdrew from N.A.T.S.E., the Alliance rubbed salt in the wounds of P.A.S.P.A. members by declaring that scenic artists were no longer eligible for union membership.⁵³ After three years, in which P.A.S.P.A. achieved only minimal membership growth, no discernable change in scenic artists conditions, and several inter-union conflicts, the scenic artists union was no more.

Though the union had been founded to address unscrupulous practices by scene shops, inter-union relations were the ultimate determinant of P.A.S.P.A.'s fate. The other unions were not totally uncooperative, but they possessed enough power to prevent the scenic artists from achieving their

⁵¹ The union stopped advertising its weekly meetings in the *New York Dramatic Mirror* in April, and at the N.A.T.S.E. convention in July, Local 38 was not listed on the roster of locals. *Proceedings of the Seventh Annual Convention of the National Alliance of Theatrical Stage Employes*, 49, in *American Labor Unions' Constitutions*.

⁵² Union papers from the 1930s suggest that the A.F.L. forced N.A.T.S.E. to strip P.A.S.P.A.'s of its charter due to a jurisdictional claim by the painters' union, but this explanation is highly unlikely: the A.F.L. suspended the painters' union between 1894 and 1900 due to a factional dispute. U.S.A. Collection, File 1 -14. See Gary Fink, ed. *Labor Unions* (Westport, CT: Greenwood Press, 1977), 271 -274; and Elizabeth Fones-Wolf and Kenneth Fones-Wolf "Voluntarism and Factional Disputes in the A.F.L.: The Painters' Split in 1894 -1900," *Industrial and Labor Relations Review* 35 (October 1981): 58 -69.

⁵³ Baker, *The International Alliance of Theatrical Stage Employes*, 36.

goals. Perhaps if P.A.S.P.A. had focused on organizing and expanded its membership to include more scenic artists in more cities, the union would have gained control over the scenic studios and not required the assistance of other unions to establish a closed shop.

The United Scenic Artists, 1912 - 1923

After the disintegration of the Protective Alliance of Scenic Painters of America, the vision of a scenic artists' union remained unrealized for more than a decade; American scenic artists did not unionize again until 1912. Considering P.A.S.P.A.'s "melancholy failure" to achieve any real recognition, a period of inactivity is not surprising. Scenic artists, especially former P.A.S.P.A. officers, would naturally hesitate to enter the foundry of unionism after getting burned. By 19 September 1912, however, any hesitation or resistance to organizing in the hearts of scenic artist was defeated by the need to address problems in scenery production.

The scenic artists reorganization occurred during the progressive era, 1901-1917, in which labor faced many obstacles to become stronger. After 1904, employers began utilizing more and more methods to undermine unions' strengths: they refused to negotiate, they created yellow dog contracts, they employed union spies. The courts were also frequently hostile to labor, permitting employers to discriminate against union members. After 1910, however, labor began seeing signs of improvement. National union

membership, which had been dropping began to rise again. States began to enact child labor and workmen's compensation laws on a broad basis.⁵⁴ If the scenic artists that chose to unionize in 1912 reflected the general mood of labor at that time, they may have had a positive yet guarded outlook for their future.

Of course, several elements of theatre labor had changed significantly between the dissolution of P.A.S.P.A. and 1912. Theatrical fraternities and unions had grown stronger during the interim years. The stage hands' union had become the International Alliance of Theatrical Stage Employees (I.A.T.S.E, or simply "the I.A."), after expanding into Canadian cities in 1899.⁵⁵ Actors had made significant advances in unionizing; after the Hebrew actors and vaudeville performers created their own unions at the turn of the century, the larger Actor's Society of America debated affiliating with the A.F.L., eventually creating the Actor's Equity Association.⁵⁶

The American theatre was on the cusp of several artistic and economic developments in 1912. Forays into new forms of production (later dubbed "the Little Theatre Movement") and experiments with non-realistic scenery

⁵⁴ Foster Rhea Dulles, *Labor in America: A History* (New York: Thomas Y. Crowell Company, 1966), 184-206

⁵⁵ *One Hundred Years of Solidarity*, 12.

⁵⁶ For discussion on actors' unions see, McArthur, 217 - 221. For discussion of the vaudeville performers, see Robert W. Snyder, *Vaudeville and Popular Culture in New York* (New York: Oxford University Press, 1989), 38-40.

("the New Stagecraft") began during the 1911-1912 season.⁵⁷ Most plays, however, still utilized realistic settings, now lit under more sophisticated electrical lighting. Scenic artists and managers, in fact, had grown too dependent on the aesthetics of realism, according to critic Walter Pritchard Eaton.

They have simply gone on elaborating the old methods, till at last they have reached the point where they can go no further without bankruptcy. We may, of course, discount by at least half the managerial announcements that this musical comedy cost \$70,000 to 'put on' the stage, or that drama cost \$25,000. But the fact remains, nevertheless, that the modern demand for realistic scenery, 'real' carpets and vases and woodwork, elaborate costumes, and so on, has made the mounting of a play an absurdly expensive matter.⁵⁸

In addition to rising costs, scenic artists continued to encounter unfair competition in 1912-- in fact, competition among scenic shops had grown more intense since 1898. The demands on scenic studios increased after 1909 due to a theatre war that developed between the two major producing enterprises, the Syndicate and the Shuberts. The major strategy on both sides of this battle was to mount as many productions across the country as possible, in order to siphon off the competitor's profits.⁵⁹ Of course, more

⁵⁷ Poggi, 105 -106, and Larson, 36 -42.

⁵⁸ Walter Pritchard Eaton, "The Question of Scenery," *American Magazine* (July 1911): 374.

⁵⁹ Alfred L. Bernheim, *The Business of the Theatre: An Economic History of the American Theatre, 1750 - 1932*. (New York: Benjamin Blom, 1964), 67 -71.

productions meant more scenery, which yielded more work orders and more problems for scene shops. One studio operator described the scenic artist's predicament:

He is required to produce as rapidly as possible the scenery for perhaps twenty plays. The greater number of these will be failures, and others must be ready to take their place. This means a large plant and more rapid work. The scene painter cannot follow up his work; frequently he never sees it afterward. He has absolutely no opportunity for individuality, . . .⁶⁰

This increased demand on production, and its correlative decrease in quality, must have frustrated other scenic artists who were still in competition with the scenic factories across the country. Though the founders of U.S.A. did not provide a statement for their purpose as their P.A.S.P.A. forbears had, their motivation had the same roots as that of the P.A.S.P.A. founders seventeen years earlier: to reduce unfair competition by establishing universal working standards for scenic art.

When the United Scenic Artists (U.S.A.) was founded on that September day, it was composed of 110 scenic artists—a group that outnumbered P.A.S.P.A.'s membership at its peak.⁶¹ The U.S.A. membership

⁶⁰ Humphreys, 204.

⁶¹ The full name of the organization at this time was the United Scenic Artists Association. Don Stowell, Jr., identifies this group as the "Scenic Artists Association," but this appears to have been an abbreviated name members used in conversation. The union changed its official name more than once, finally settling on the "United Scenic Artists" in the 1950s. I use United Scenic Artists and the abbreviation U.S.A. from 1912 onward simply for clarity's sake.

included former P.A.S.P.A. members, some of whom (August Volz and Charles Goodfellow included) would later become important officers of the new union, and a scenic artist considered the dean of the profession, Charles Witham.⁶² U.S.A.'s ranks nearly doubled within eight months, indicating the interest and need for a scenic artists' union was great.⁶³

Documentation of scenic artists' identity from this period is very limited, but the union records provide suggestions of who was creating scenery in America at this time. Though sources are insufficient to create an accurate demographic profile of U.S.A., we can generalize about some key characteristics of the members. Not surprisingly, records indicate that the union was predominantly male. U.S.A. members were probably older than their colleagues in other painting and theatre unions. As scenic art is a highly specialized craft requiring years of education and training, the youngest artists were probably in their late twenties or early thirties. The last demographic field that we can approximate is ethnicity. Most names found in union records and minutes reflect European origin, with the highest percentage of

⁶² Witham was also a union officer, serving as its corresponding secretary and financial secretary. Thomas F. Marshall [in "Charles W. Witham: Scenic Artist to the Nineteenth-Century American Stage," *Anatomy of an Illusion: Studies in Nineteenth Century Scene Design* (Amsterdam: Scheltema & Holkema, 1969), 26 -30] claims Witham was drawing a pension from U.S.A. in 1909, three years before the group was founded. Perhaps this is a typographical error: Witham resigned in December, 1919. U.S.A. Minutes December 19, 1919.

⁶³ These figures are taken from ledgers recording the union initiations from 19 September 1912 -20 June 1913. U.S.A. Collection, File OV-17.

surnames indicating Germanic or Italian origin, though English, Spanish and Asian names appear occasionally.⁶⁴ While some of these members may have been born in America, many were immigrants. Frank Cambria, the association's president in 1913 and 1915, for example, studied art and theatre in New York after immigrating from Italy as a young boy.⁶⁵ Some newly immigrated applicants spoke so little English that they conducted their intake interviews with family members or union officers providing translation.

U.S.A. members did not accept scenic artists beyond the profile of "older males of European descent" without controversy. In 1917, the union accepted Mabel Buell as its first female member, but U.S.A.'s response to other female scenic artists was hardly welcoming. Millia Davenport was working with U.S.A. members by 1918, but was not encouraged to join the union until twenty years later.⁶⁶ In 1919, union officials solicited legal advice on accepting and rejecting female applicants, in response to the application by Brenda Smith.⁶⁷ Smith was not accepted at that time, and when she reapplied the

⁶⁴ Dues ledger from 17 September 1912 to 20 June 1913 lists the name of early members. U.S.A. Collection, File OV - 17.

⁶⁵ "Frank Cambria Dies at 83; Retired Scenic Designer," *New York Times*, 18 September 1966.

⁶⁶ Stowell, 8.

⁶⁷ U.S.A. Minutes, 15 January 1917.

following year, members again discussed the ramifications of including women. Some members argued that the profession was too strenuous for a woman, while others felt “the influence of woman” would be beneficial to the union. After it was determined that Smith had sufficient experience, she was voted in as an artist. Employers apparently were more skeptical of her abilities, however, as union records indicate she had difficulty securing a position and asked to be re-rated as an assistant. ⁶⁸

Union documents also indicate that U.S.A. included at least one non-white member in this era. The minutes from 1920, however, state W.B. Williams had difficulties obtaining a job “due to his color.”⁶⁹ The union conducted an investigation, with most of the members testifying that Williams was unworthy of an “artist” rating. Williams was then permitted to accept positions at a lower scale, until he was able to find work at “artist” scale.⁷⁰

One of the union’s primary functions, of course, was to reduce unfair competition. U.S.A. formulated shop contracts and rated all members as of three levels, as “artist,” “assistant,” or “student” (or “apprentice”), each of which was paid at a different rate. Shops were limited in the number of workers it could employ in each category, to prevent them from hiring too

⁶⁸ U.S.A. Minutes, 16 July 1920, and 1 October 1920.

⁶⁹ U.S.A. Minutes, 6 March 1920.

⁷⁰ U.S.A. Minutes, 2 April 1920.

many assistants to do the work of artists at cheaper rates: the total number of assistants and students was not to exceed the number of artists.

The earliest union records indicate scenic painters received \$6 for an 8-hour day (or \$33 per 44-hour week), assistants received graduated rates from \$3 to \$5 per day (based on years of experience), and students were paid \$1.50 per day.⁷¹ These wage scales dates from May 1915, but they may have been in effect as early as 1913.⁷² Scenic artists' were paid at a significantly higher rate than the frescoers that provided their competition-- union fresco painters were paid \$24.75 per week.⁷³ Because scenic work was seasonal and most scenic artists worked only 6 months out of the year, however, many U.S.A. members earned less than full-time frescoers.⁷⁴ Despite the union scales and their special skills, the typical scenic artists earned only 25% above the average national income of \$682.⁷⁵

⁷¹ U.S.A. Collection, File 2-48.

⁷² Bernheim states that during the 1913 -14 season, scenic artists could make up to \$40 a week, including over-time, p. 200.

⁷³ "Union Scale of Wages and Hours of Labor," *Bulletin of the United States Bureau of the Labor Statistics* 194, (Washington D.C.: Government Printing Office, 1916): 85.

⁷⁴ I.A.T.S.E convention address, May 1919. U.S.A. Collection, File 3 -2A. New York City union fresco painters would have earned \$1237.50 if paid for 50 full weeks of work, and a U.S.A. scenic artist would have earned \$858 for 26 full weeks.

⁷⁵ Robert H. Zeiger, *American Workers, American Unions* (Baltimore: Johns Hopkins University Press, 1994), 5.

Beyond addressing working conditions and wages, U.S.A. provided several benefits for its members. Among the traditional forms of assistance were the death assessment and financial contributions to members and their families in need. An aging scenic artist who was going blind and the family of a member who had been asphyxiated by gas were only two of the recipients of the union's generosity.⁷⁶ In addition to these minimal forms of life and health insurance, U.S.A. membership also provided fellowship with other painters, and the union cultivated the image of an artists' collective. In 1917, President Cambria encouraged members to attend the union's annual dinner to "swamp the erroneous impression created by certain press representatives. . . This is the time when you can create the proper impression that we are an association of *skilled* and *academic artists*."⁷⁷ The union demonstrated the talent of its membership through exhibitions of models created by U.S.A. scenic artists.⁷⁸ The union provided financial benefits and psychological benefits that scenic artists could not find anywhere else. From its earliest days, U.S.A. attempted to do more for its members than regulate wage scales.

Because the scenic artists had hopes of reducing unfair competition and improving work conditions on a national scale, they felt they needed to

⁷⁶ U.S.A. Minutes, 3 May 1918 and 1 September 1922.

⁷⁷ Correspondence, 10 March 1917. U.S.A. Collection, File 2 -48. (original emphasis)

⁷⁸ U.S.A. Minutes, 4 February 1921.

affiliate with a national organization. Despite the conflict between the stage hands' union and the scenic artists' union in the 1890s, U.S.A. attempted to affiliate with I.A.T.S.E. The A.F.L. refused to charter the scenic artists as an I.A.T.S.E. local, however, and the Federation recognized only the painters' union claim to represent scenic painters. The scenic artists, on the other hand, were skeptical about joining the Brotherhood of Painters, Decorators and Paperhangers of America (B.P.D.P.H.A.). The scenic artists may have been reluctant due to the internal dispute that split the painters' union before the turn of the century, but most likely they felt little professional affinity with house and industrial painters. In 1915, after three years of formal organization, U.S.A. officers finally approached the B.P.D.P.H.A. regarding affiliation. The scenic artists did not want to relinquish all their power, however, and an understanding was reached that released the scenic artists from working at the scales set by the national union. Finally, on 24 June 1918, U.S.A. received its charter as Local 829 of the Brotherhood of Painters.

The agreement that Local 829 could set its own scales was tested only a few months later, due to a contract dispute with scenic studio operators. While it was undergoing the affiliation process with the painters' union in 1918, U.S.A. also presented a new contract to the studio operators that increased wages (artists to \$42 and assistants to \$30). The studios agreed to the

new wage for artists, but wanted to negotiate other items.⁷⁹ U.S.A. officials agreed to form an arbitration committee, but because they refused to negotiate unless the new rates were paid, the union was actually attempting to promulgate the new contract.⁸⁰ On 1 July 1918, the day the contract was to go into effect and one week after receiving their official union charter, U.S.A. members found themselves locked out of the shops.⁸¹ Union officials adopted the strategy of "divide and conquer" and approached the studio operators separately to sign the new agreement. They were successful in getting the smaller shops to agree to the contract, probably because the studios with fewer employees had no power to challenge the union.⁸² The lock out at the larger studios ended after six weeks and several negotiation meetings, when the studio operators signed a one year agreement.⁸³

The peace between U.S.A. and the studio operators lasted less than three months, however. Having learned that separation was their weakness, several of the shop owners joined an employers' organization, the Master

⁷⁹ Unsigned letter to studio operators, 31 May 1918, explaining that the union demanded the right to rate its members because "as life long members of a craft . . . , we feel that we are the best judges." U.S.A. Collection, File 2-48.

⁸⁰ U.S.A. Minutes, 21 June and 28 June 1918.

⁸¹ U.S.A. Minutes, 3 May 1918.

⁸² Press Release, 15 July 1918. U.S.A. Collection, File 4-7.

⁸³ Records do not provide the details of the agreement, but it appears that the union won the wage increase and most of its other demands.

Painters and Decorators Association of New York City. Members of the Master Painters were prohibited from negotiating with local unions directly, and all contract talks were conducted through the painters' trade board, District Council 9. The scenic artists interpreted the shop owners' move as an attempt both to reduce U.S.A.'s arbitration power and to lower the scenic artists' wages to those of the house painters.

Another consequence of the studio operators' action was that U.S.A. once again had to fight for its autonomy from the painters union. U.S.A. officers defended their profession as unique on several grounds: they had to work with temperamental directors and producers, "amusement crafts" were not permanent and could be transported, and a universal scale was the only fair way to retain shop conditions. The scenic artists, therefore, felt they were the most qualified to negotiate their wages.⁸⁴ Both District Council 9 and the Brotherhood's general executive board eventually granted Local 829 the right to negotiate its own contracts, probably because the commercial building painters did not want the added burden of regulating a specialized craft for a single local.

Though internal union disputes were resolved, U.S.A. still faced opposition from the employers. In December 1918, the union presented a new contract to the shops, which called for a hefty wage hike of almost 60%.

⁸⁴ Correspondence, G. H. Williams to General Secretary Skemp, 3 January 1921. U.S.A. Collection, File 2 -52.

The new contract, which may have been formulated in retaliation to the studio operators' tactic of joining the Master Painters, also required weekly shop reports detailing members' work, and the use of the union label (a stencil) on all scenery. The union eased its artist-assistant-student ratio, perhaps to mitigate the other demands.⁸⁵

The studios refused to negotiate, as they stuck by the agreement between the Master Painters and District Council 9.⁸⁶ On 1 January 1919, for the second time in six months, U.S.A. was in the middle of a major job action (initially they claimed it was a lock out, but later called it a strike). Again, most of the smaller studios acquiesced to the new scales when approached individually by union officers, and by April, twenty-seven scenic studios and motion picture firms had left the Master Painters and signed the union agreement. Despite the impressive numbers of studio signatories, the union's efforts were not entirely successful. Some studios selectively acknowledged the increase, paying the new rate to some scenic artists but not to others. More significantly, seven of the larger studios banded together in flat opposition to the union's new contract and wage increase.

Theatre producers could influence whether the new scale was accepted

⁸⁵ Effective 1 January 1919, artists' wages were to be \$66 per week, and assistants, who were now split into two categories of apprentice A and apprentice B, were to earn \$44 and \$20, respectively. U.S. A. Minutes, 22 November 1918.

⁸⁶ I.A.T.S.E convention address, May 1919.

in the studios or not. Gates & Morange, who opposed the new contract, agreed to pay the higher rates for work on the scenery for the Columbus Ohio Centenary Exhibition, since executives at the Exhibition consented to pay the new scale.⁸⁷ Most producers, however, needed their scenery as quickly and as inexpensively as possible. Joseph Physioc hired scab labor for scenery for major producers like the Selwyns, George Broadhurst, and the Metropolitan Opera House, while Law studios produced scenery for John Cort and William Brady with non-union personnel.

Thirty-one of the union's 180 members, or 17%, were unemployed during the strike. Some displaced U.S.A. members found occasional work in the studios that had signed the contract, while others found temporary employment outside the shops, such as painting dolls in a toy factory.⁸⁸ The union also demanded strict obedience during its job actions and charged those who disobeyed with violating the union's constitution. After the 1918 lock out, former union president Frank Cambria and Walter Street, who held a minority share at the Unitt and Wickes studio, were charged with working during the lock-out.⁸⁹ To maintain loyalty during the 1919 strike, the union garnered a \$1000 strike fund to assist the unemployed. This fund was depleted in a few months, however, and the union suffered defections. U.S.A.

⁸⁷ Correspondence, 24 January 1919, U.S.A. Collection, File 3 -2A.

⁸⁸ U.S.A. Minutes, 14 April 1919.

⁸⁹ U.S.A. Minutes, 17 July 1918.

members worked at Law studios below scale, and many members, including several from the Hippodrome shop, asked to resign so they could return to work. These members were denied resignation and were later tried for violating union work rules. The names of those who had scabbed were also put on a list on the union's bulletin board.

By May 1919, the strike was having adverse effects on theatre production, and the United Managers Protective Association (U.M.P.A.) interceded. Surprisingly, U.M.P.A. sided with the scenic artists, and its president submitted an ultimatum to the studios: they must hire union painters or their scenery would not be accepted at U.M.P.A. theatres.⁹⁰ Since U.M.P.A. had lost many members when the Producing Managers Association formed the previous year, however, this threat carried little weight.⁹¹

During the strike U.S.A. looked to other unions for aid. Since the strike's first days, U.S.A. officers made several appeals to I.A.T.S.E. for support, because they felt the backing of the carpenters in the shops was crucial. Leaders of Local 1 pledged support in the early months, as did the teamsters. The carpenters' commitment apparently existed only on paper, for U.S.A. officers spent months repeatedly asking for aid and received only equivocation. After months of delaying tactics, the rumors that I.A.T.S.E. had made a deal with the studio operators appeared to have more than a grain of

⁹⁰ Correspondence, 15 May 1919. U.S.A. Collection, File 3-2A.

⁹¹ Alfred J. Harding, *Revolt of the Actors*, 19 -53.

truth to it.⁹² During the strike, the union also considered forming a multi-union alliance with other theatre unions.⁹³ Apparently, U.S.A. did not follow through on this idea, for when The Theatrical Federation of New York was formed, it included the musicians' Local 802, several I.A.T.S.E. locals (Locals 1, 4 and 306), but not local 829.

The members of another union, Actors' Equity, proved influential in resolving the scenic artists' strike, if only indirectly. On 7 August 1919, Equity began a highly publicized strike against the Producing Managers Association to achieve recognition as the collective bargaining agent for actors. The actors' strike included many theatrical elements-- pickets of chorus girls, a union parade, benefit performances, and dramatic press statements provided by both sides-- and it lasted several weeks.⁹⁴ When the strike stretched into Labor Day, the traditional opening weekend of the theatrical season, the producers were under great pressure to resolve the dispute. After the Equity strike was settled on September 6th, the scene shop operators may have felt

⁹² U.S.A. officers appealed to the painters' general executive board, as well as I.A.T.S.E International President Shay, who provided a series of non-committal responses. The scenic artists were permitted to appear at the I.A.T.S.E convention in May, but the resolution for a sympathetic strike was never put to a floor vote. Shay suggested that the scenic artists' proposal be reviewed by the I.A.T.S.E executive board, and later urged the scenic artists to bring their request to the A.F.L. convention. Correspondence, 15 January 1919 to 2 June 1919. U.S.A. Collection, File 3- 2A.

⁹³ U.S.A. Minutes, 1 August 1919.

⁹⁴ Harding, 82 -217.

pressure from theatre producers, directly or indirectly, to remove any obstacles to a productive season. Two weeks after the producers capitulated to the actors, the hold-out scenic studios signed union contracts.⁹⁵

I.A.T.S.E. members did walk out of several theatres and shops in August, but this sympathetic strike was staged in support of the Equity.⁹⁶ In fact, the I.A.T.S.E. job action frustrated U.S.A.'s members, because carpenters walked out of shops recognizing U.S.A.'s contract and remained in shops unfair to the scenic artists.⁹⁷ After Equity won its strike in 1919, U.S.A. officers suggested a reciprocal agreement with the actors, that union actors be required to work with only union scenic artists, and vice versa. The response by Equity's president fell short of U.S.A.'s hopes since he wrote that his members would support U.S.A. members, but he could not prohibit union actors from working with non-union workers.⁹⁸ The scenic artists' idealistic attitude was dealt a blow by I.A.T.S.E. and Equity's lack of support, and U.S.A. officers began to question the value of belonging to the A.F.L.

The 1919 strike was an important occurrence for U.S.A., for it learned its limitations. Union members learned that while they could promulgate a

⁹⁵ Union documents do not indicate other factors in the settlement. U.S.A. Minutes, 19 September 1919.

⁹⁶ Harding, 142.

⁹⁷ Correspondence, 28 August 1919. U.S.A. Collection, File 2 - 48.

⁹⁸ Correspondence 1 December 1920. U.S.A. Collection, File 1 - 1.

new contract in many shops, the major shops could withstand prolonged job actions. Since the union suffered from defections of members, it learned that the membership was not unified and that it needed stronger resources to withstand a strike that lasts several months. Additionally, U.S.A. learned that despite its efforts, it could not create a powerful bond with other theatre unions. Perhaps the most disheartening lesson was that while the other unions were not interested in cooperating in any manner that would protect union jobs, they still had great power in the industry to affect the scenic artists' struggles.

The end of the strike in 1919 was not the end of the union's problems with employers. Several shops in the New York area continued to ignore union regulations. The Law studio, for example, repeatedly violated the artist-assistant-student ratio, and the use of non-union labor at Joseph Physioc's studio became such a problem that U.S.A. scenic artists walked out.⁹⁹ The motion picture studios based in the New York area were some of the most regular antagonists to union policies. U.S.A. demanded that film studios pay their scenic artists the same rate as the independent scenic shops, but rarely achieved cooperation. Some studios, like Fox, promised to hire Local 829 men, but employed cheaper house painters instead. Other studios, like Peerless in Ft. Lee, N.J., openly flaunted their ability to hire cheap

⁹⁹ Correspondence from W. S. Darrell to J. McDowell, 19 October 1921. U.S.A. Collection, File 3-2B.

labor.¹⁰⁰ One reason the motion picture studios refused to accept U.S.A.'s scales was due to the competition from studios in Hollywood, where scenic artists received only \$9 a day, 25 % less than U.S.A. scenic artists.

U.S.A. also negotiated contracts for members of the union who were employed as "stock artists," scenic artists for stock companies, which had continued to proliferate into the 1920s.¹⁰¹ The union demanded that these stock artists receive standard scales (those paid in the shops), but the companies, citing their meager budgets, often negotiated for less. Stock contracts also contained provisions not found in the New York City contracts, such as clauses regarding rail fare for the artist, two weeks' cancellation notice, and replacing a union artist with another union artist. The theatres were protected with an arbitration clause and a stipulation that cited "drunkenness, dishonesty or incompetence [as] sufficient reason for immediate cancellation."¹⁰² Enforcing union conditions proved very difficult, as stock companies were spread across the country. Even when U.S.A. discovered stock jobs in Baltimore, Atlanta, or Indianapolis, it had little influence in

¹⁰⁰ U.S.A. Minutes, 21 November 1919.

¹⁰¹ Bernheim, 94 -95.

¹⁰² Stock Contract (1918 -19),U.S.A. Collection, File 4 -49. Later, in 1922, a contract was proposed to limit the working hours of stock artists to normal business hours, but this regulation was not approved by the union members who wanted to paint "when the spirit moved them." U.S.A. Minutes, 17 March 1922.

placing a union member at work.¹⁰³ Some members questioned the value of stock artists belonging to the union. Though union membership did provide higher wages for some stock artists, U.S.A. could generally provide little protection for these workers and had to rely on the dispersed chapters of I.A.T.S.E to police the scenic artists in stock companies.¹⁰⁴ As with the agreement U.S.A. had with Local 830, protection for scenic artists outside the New York area proved difficult.

The agreement U.S.A. had made with the painters' union to maintain local autonomy also proved to be limited, and the union was still far from controlling scenic art conditions nationwide. Other painters' locals, for example, continued to permit their members to work as scenic artists at lower scales, or they insisted that scenic artists join their local when working at a theatre in their geographical district.¹⁰⁵ Because only a change in the Brotherhood's constitution would grant Local 829 the power to control conditions for scenic artists nationwide, the union's business agent Walter S. Darrell contacted the different district councils or local unions directly.¹⁰⁶ Darrell concentrated his efforts on the other city with highest number of

¹⁰³ Correspondence, W.S. Darrell to Shay, 14 July 1922. U.S.A. Collection, File 3-2B.

¹⁰⁴ U.S.A. Minutes, 2 December 1920.

¹⁰⁵ U.S.A. Minutes, 3 September 1920.

¹⁰⁶ U.S.A. Minutes, 5 December 1919.

organized scenic artists, Chicago. Scenic artists in that city had been organized for several years, possibly since 1911, but they belonged to a "mixed-local," a union composed of several different professions, the Sign, Scene and Pictorial Painters, Local 830.¹⁰⁷ In January 1919, U.S.A. reached an agreement with Local 830 in Chicago to work at the same wage and split the country into two regions, with Local 829 responsible for all areas east of Chicago, and Local 830 responsible for policing Chicago and all regions west. The agreement fell through, however, and by the end of the year, 830 was charging lower rates.¹⁰⁸

Despite problems with employers and other locals, U.S.A. members remained intent on controlling conditions in the entire country.¹⁰⁹ Eventually U.S.A. sought national control via the Brotherhood's legislative procedures, and at the 1921 national convention, several resolutions were passed that were beneficial to the scenic artists' plan.¹¹⁰ The most important

¹⁰⁷ The Chicago district council had permitted the scenic artists to withdraw from the sign painters and form their own local, but they needed their own business agent. U.S.A. Minutes, 5 December 1919.

¹⁰⁸ U.S.A. Minutes, 31 January 1919, and 21 November 1919.

¹⁰⁹ Even the union's official name was changed from the United Scenic Artists Association to the United Scenic Artists of America. U.S.A. Minutes, 20 August 1920.

¹¹⁰ First, special branches of the union (which included glass workers, sign painters, and paperhangers, in addition to the scenic artists) were given the power to fix the wages in their crafts. Another measure, which would have forced workers from these specialized crafts to join the nearest mixed local, was defeated. U.S.A. officers were pleased at this result, because they feared losing members to mixed locals in cities like Chicago and Boston.

resolution of the 1921 convention was the addition of a constitutional amendment that explicitly defined scenic artists' work and declared they had full trade autonomy to set wages. Though the regulations required the union to consult with other scenic artists across the country, U.S.A. finally was given the authority to set the national wages for scenic artists.¹¹¹

After the 1921 Brotherhood convention, U.S.A. President Percival set out on a national organizing drive. Visiting several cities in the Mid-West, he received mixed reactions from the scenic artists he met. In Kansas City, Percival convinced the reluctant scenic painters (who felt their conditions were as good as those offered by Local 829) to join, suggesting that non-union scenery would be rejected by theatre managers, and that they therefore risked bankruptcy by not joining. The Detroit scenic artists were so keen on organizing, they wanted to start their own union, but Percival doubted whether they could afford their own business agent. Scenic artists in St. Louis had also begun forming their own union, and in 1921 seven scenic artists attempted to start their own local. The union-minded scenic artists from Detroit and St. Louis were eventually brought into Local 829.¹¹²

Building on the national union's resolutions, representatives from Locals 829 and 830 met with representatives from the general executive board

¹¹¹ U.S.A. Minutes, 7 October 1921.

¹¹² They were admitted as a group, with a reduced initiation fee of \$50. U.S.A. Minutes, 18 January 1921, 6 May 1921, 16 September 1921.

in December 1922 to formulate national scales for scenic artists, but an agreement could not be reached. The following year the same locals were able to reach an agreement on a national minimum wages for scenic artists at \$14 per day (the prevailing rate for Local 829), which went into effect after the New York and Chicago locals voted their approval. After decades of effort, U.S.A. had mounted a successful organizing drive into new regions of the country and established work standards for scenic painting that were recognized by a national body.

In 1921, financial troubles were afflicting many theatrical employers. Some studios were having difficulty meeting their payroll, while others were forced to vacate theatres.¹¹³ (Ironically, some of these contractors were put out of work due to competition from U.S.A. members operating their own shops below union standards.¹¹⁴) To guarantee payment from the shops, the union implemented a set of new regulations. The union's new rules required employers to supply a statement of financial stability and a bond when necessary, and forbade members from working for employers who owed money to other members.¹¹⁵

During the early twenties, U.S.A. also faced several dilemmas related to union membership and who should be permitted to join. In 1921, in

¹¹³ U.S.A. Minutes, 1 July 1921, and 24 September 1921.

¹¹⁴ U.S.A. Minutes, 6 December 1921.

¹¹⁵ U.S.A. Minutes, 17 June 1921.

response to a flood of unqualified applicants, the union “closed the book,” or prohibited new application, for students.¹¹⁶ Union members felt they should be the first to be offered work in the scene shops. Though it was intended to preserve the quality of union standards, such an action also prevented many younger workers from gaining important professional experience. At other times, the union modified its application procedure to reduce the number of applicants. The tactic usually employed was raising the initiation fee.¹¹⁷ After World War I, during a period of increased immigration, the union strictly limited the inclusion of foreign artists, and in 1921, all union applicants were required to have completed one year of residency. Though this rule was rescinded eighteen months later (for a variety of reasons), members could be fined for working with foreign scenic artists or for not reporting the presence of foreign artists in the studios.

In 1921, the union adopted a new strategy that focused on outreach rather than exclusion. This policy change coincided with the election of a new union president, but difficulties within the industry also contributed to a reevaluation of the union’s regulations. The financial problems of several studios and poor representation in motion picture studios led the union leadership to decide that U.S.A.’s survival depended not on putting those in the union into jobs, but on putting those with jobs into the union (this policy

¹¹⁶ U.S.A. Minutes, 21 January 1921.

¹¹⁷ U.S.A. Minutes, 27 February 1920.

coincided with changes in the painters' constitution and the union's organizing drive in the Mid-West).

In the New York area, the new policy brought in many transfer memberships from the house painters working at motion picture studios. By recruiting these workers, the union was able to establish stronger control of wages and conditions in the local film studios. U.S.A. did not accept these new applicants blindly, however. As many union members felt these painters were under-trained as scenic artists, U.S.A. established an entrance exam in which potential members had to demonstrate their skills and training. Though it may have been fairly simple at the beginning, this exam evolved into a very demanding and controversial element of U.S.A.'s history.¹¹⁸

The most significant change to the union's membership during the early twenties, however, was the inclusion of the designers. When the United Scenic Artists Association formed in 1912, most scenery was designed by the scenic artist. Scenic artists generally were responsible only for the settings (which might include the lighting), and often they designed the scenery for only one scene or one act of a production. With the influence of European designers like Gordon Craig and Joseph Urban, American theatre artists began to create artistically unified productions, not only designing the scenery for the entire production, but the costumes and the lighting as well.

¹¹⁸ U.S.A. Minutes, 21 January 1921, and 1 February 1921.

This growth of the designer's role occurred simultaneously with the growth of U.S.A., from the mid -1910s and becoming stronger after World War I.

The primary concern for U.S.A. was not that the designers' responsibilities had expanded, but that technically they were not under the union's jurisdiction. Some designers remained employees of the studios (working in "the design room"), but others operated on a free lance basis and were hired by independent producers. Because the union's collective bargaining agreement was with the studio operators and not the producers, these independent designers were not covered by U.S.A. Actions by other unions encouraged the U.S.A. leaders to organize the designers in the studios. In September 1921, the sign painters' unions of the Brotherhood were granted jurisdiction over the sketches for signs, and U.S.A. leaders took this development "as a hint that we should go after the designers in the scenic studios." The Federation of Theatre Workers (a collection of I.A.T.S.E. locals) granted U.S.A. jurisdiction over sketches for scenery.

In the summer of 1922, U.S.A. formally committed itself to organizing designers, by passing a law that effective December of that year, no member was to paint from designs made by a non-member. This regulation proved difficult to enforce, and on occasion it was circumvented by members merely creating a direct copy of the original non-union designs. Finally, in June 1923, the union created a list of major designers to target for organizing. As most studio operators were also designers, this list included most of those

independent contractors who were not already U.S.A. members, and these studio operators were accepted into the union a few weeks later.¹¹⁹ (Union members also incorporated this spirit of change to alter their studio contract in August 1923, when artists' scale was increased to \$77.¹²⁰)

The free lance designers not affiliated with scenic studios were more resistant to U.S.A.'s organizing efforts. They agreed that organizing as a union was worthwhile, but some objected to the affiliation with craftsmen and scenic artists. Lee Simonson suggested challenging U.S.A. in court, while Norman Bel Geddes wanted to start a separate designers' union.¹²¹ Some U.S.A. members also were skeptical about accepting the designers into the union; old guard scenic artists objected to including the designers because they had not been trained as scenic artists.¹²² The arguments that both sides presented against expanding U.S.A. to include designers may have been based in the nature of professional identity and elitism: both the scenic artists and the designers saw themselves as the true theatrical artists and each group

¹¹⁹ Studio operators were brought in as a group, under the sketch rule. Ironically, at this point U.S.A. included persons who had opposed the union's 1918 -1919 strike, such as Robert Law, Gates and Morange, and Joseph Physioc. U.S.A. Minutes, 29 June 1923.

¹²⁰ "Scene Painters Planning a Guild," *New York Times*, 12 August 1923, 2:1.

¹²¹ Stowell, 7-9. Stowell's article is limited to the perspective of the designers, and does not address issues other than their induction into U.S.A.

¹²² U.S.A. Minutes, 3 November 1922.

wanted to maintain a sense of exclusivity.

To persuade the designers to join, U.S.A. conducted negotiations with key designers. Joseph Urban and Lee Simonson acted as the designers' representatives. As a major scenic designer and studio operator, Urban had been courted by the union officers for over a year. Apparently he was doubtful of how the different ranks of artists were handled and suggested a revision of the union's structure. Urban's idea drew on the framework of medieval guilds, placing the craftsmen "at the bottom" and the "real artists [who] should be the leaders of such a guild" at the top.¹²³ Business agent August Volz responded positively to the proposal, and suggested that the designers form an internal group to create their own rules and regulations. Though most of the independent designers were voted into membership on 2 November 1923, neither Urban nor Volz's plans were implemented (possibly because they were unfeasible).

The inclusion of the designers to U.S.A. was an act that would forever change the union. By representing the scenic artists and the designers, U.S.A. was divided into two main factions that have been the backbone of the union's membership ever since, designers and scenic artists. The fact that the separation of the designers from the scenic artists (a term now used only for those who painted scenery) was not explicit has had lasting ramifications,

¹²³ "Urban Plans Guild of Scene Painters," *New York Times* (9 August 1923): 16.

often negative, on how the scenic artist and designers relate to each other in the union.

Conclusion

In terms of affecting scenic production, the union could look to some successes by 1923. It was able to secure a wage for most New York studios. For the studios beyond New York, where it was difficult to establish a set scale, the union was able to define minimal working conditions in standard contract for the first time. Of course, U.S.A. did not attain all of its demands from employers, but this was not necessarily due to lack of trying. The minimal support from other unions and U.S.A.'s relatively small size affected how much power the union could wield within the industry.

The union fell short of creating a strong national network with other unions. Despite its efforts, the other unions appeared to show strong interest in working with the United Scenic Artists. The other unions may have thought that U.S.A. was too small to really have a strong impact. Remarkably, the union did not lose faith in itself and continued to fight for control of scenic arts. U.S.A. officers used more than one strategy to work toward this goal. They actively worked toward protecting their jurisdiction through their union. U.S.A. also relinquished some of its exclusivity to include more members.

Edward Unitt's pessimistic epigraph then did not hold true for the

union of scenic artists and designers. Though its record was far from an unblemished success, it could hardly be characterized as a "melancholy failure." By the end of 1923, therefore, when the union achieved an enrollment of over 400, U.S.A. members could look toward the new era in the union's history with a sense of promise.

CHAPTER TWO: PROGRESS AMID DECLINE, 1924 - 1945

In twentieth century theater, indeed, the playwright and the actor have been less conspicuous, less talked about, than the scene designer. He has extraordinarily widened the capabilities of the stage for a purely theatric--not painted--visual beauty.
- Sheldon Cheney, 1929

The period between the assimilation of designers into the United Scenic Artists and the end of World War II--which this chapter divides into the three distinct economic periods of the mid-to-late twenties, the Depression, and war time--provided great economic fluctuations as well as new professional opportunities for the members of the union. Sheldon Cheney's statement above indicated the prominence designers had achieved as a theatre professionals by 1929, due in large part to the actions of U.S.A. Though Cheney was criticized by Lee Simonson for over-inflating the designer's status to that of an aesthetic prophet, his assessment of designers would probably have been less grand had the union failed to establish a contract that protected the wage scales and working conditions for these new theatre celebrities.¹

Cheney's statement was also significant to the journeyman painter members of the United Scenic Artists, since it reflected the contemporary movement away from painted, illusionistic scenery. While the designer's

¹ Sheldon Cheney, *The Theatre: Three Thousand Years of Drama, Acting and Stagecraft*. (1929; reprint, New York: Tudor Publishing Company, 1941), 495. Lee Simonson, *The Stage is Set* (1932, reprint, New York: Theatre Arts Books, 1970), 3-7.

professional status became more stable during the 1930s and 1940s, scenic artists received fewer work orders. The U.S.A. attempted to correct this disparity of success—the progress for designers amid the decline of scenic artists— through several internal and external changes. Some of the union’s new policies created conflict within its membership, which also exhibited significant changes in composition. By the War’s conclusion, both the membership of the United Scenic Artists and the union’s status in the entertainment fields had grown remarkably.

The Broadway Boom

The mid-twenties generally was a period of expanding production, laissez-faire principles, and rising income. Such conditions were not entirely favorable to American labor, however. Employers attempted to avoid unions by creating favorable work conditions. Pay rates for skilled workers and union members increased, and most laborers worked eight-hour days. By 1929, national union membership had dropped to its lowest point in twelve years. “Glaring inequalities” remained between those of the lowest social position and those of the highest. A million workers lost their jobs in mines and on the railroads due to technological advances, and yet billions of dollars were being spent on amusements and entertainments.²

² Foster Rhea Dulles, *Labor in America: A History* (New York: Thomas Y. Crowell Company, 1966), 242-258.

As with non-theatrical industries, Broadway enjoyed a period of growth and expanded production in the mid-twenties.³ Since the end of World War I, the number of Broadway shows per season had been increasing, and theatre building experienced a boom. In New York City, twenty-six new playhouses were built or converted from existing structures between 1924 and 1929.⁴ The growth in performance venues was accompanied by the achievements of American dramatists, who were also achieving new heights artistically and professionally during the twenties. Sidney Howard, John Howard Lawson, S. N. Behrman, Eugene O'Neill, and Elmer Rice were among the exciting and promising playwrights promoted by the Theatre Guild and other producers. The Dramatists Guild recognized that these writers needed protection in their business affairs and consequently developed a standard contract in the mid-twenties.⁵ For some theatre-goers, the achievements of these writers were eclipsed by the frivolous musical revues that always "flourish extravagantly in lush times."⁶ Among the spectacles audiences could choose from were those produced by Earl Carroll, George White, the Shuberts, and of course, Florenz Ziegfeld, who might

³ Dulles, *Labor in America*, 242.

⁴ Poggi, *Theatre in America*, 51 - 52, 46.

⁵ Glenn Hughes. *A History of the American Theatre, 1750-1950* (New York: Samuel French, 1951), 416.

⁶ Hughes, 381.

spend a third of his enormous budget on costumes. In all sectors of Broadway, the period before the Depression was one of "great theatrical excitement and speculation."⁷

As production standards became more exacting during this period, producers were compelled to hire a director and designer for each production.⁸ Designers schooled in the New Stagecraft achieved striking results in a several theatre genres. Joseph Urban, known for his opulent, richly-colored settings for the Ziegfeld *Follies* that incorporate art nouveau themes, also designed grandly spectacular settings for *Show Boat* (1927).⁹ Norman Bel Geddes transformed the entire Century Theatre into a grand medieval cathedral for Max Reinhardt's mime-drama *The Miracle* (1924) (p.76). Lee Simonson's settings for Theatre Guild productions like *The Tidings Brought to Mary* (1924) or *Marcos Millions* (1928) reflected his debt to Adolph Appia, with their simple, evocative settings of platforms, steps, and portals (p.212, 220-21). Jo Mielziner gained early critical acclaim for *Street Scene* (1929), which depicted of the facade of a New York brownstone and its adjoining sidewalk in a stylized realism (p.85). The artistic capacity of scenic

⁷ Hughes, 381-82.

⁸ Poggi, 68.

⁹ Randolph Carter and Robert Reed Cole, *Joseph Urban: Architecture, Theatre, Opera, Film* (New York: Abbeville Press, 1992), 71-97. Larson, *Scene Design in the American Theatre*, 244. Page numbers for subsequent citations provided in parentheses.

design and the power of the designer was now widely accepted; one critic even reprimanded designers for accepting commissions of weak plays merely to exploit the play's scenic potential (p.79). The growth of the status of the scenic designer could not be dismissed by a dramatist-centered historian, who declared, "it is indisputable that much of the artistic excellence and dignity of our theatre of the twenties was due to its stagecraft."¹⁰

Though the United Scenic Artists worked aggressively to organize scenic designers in 1923, it was slow in determining the proper work conditions and wages for union designers. The first requirement for union designers, established in 1924, was to stamp all design renderings with the union seal.¹¹ The minimum fees for designers were not determined until 1925, over a year after designers had been first initiated into the union. Perhaps the decision to set minimal fees was delayed because design work needed to be evaluated through an entirely different economic structure than scenic painting. For the designs of one act of a play or musical, designers received a minimum of \$250 per sketch (or \$100 if the producer rejected the designs).¹² Sketches for musical revues and vaudeville productions, which

¹⁰ Hughes, 405 - 406.

¹¹ U.S.A. Minutes, 20 June 1924.

¹² U.S.A. Minutes, 2 July 1925.

were less demanding scenically, were rated at half the full scale.¹³ These fees were meant as the minimum acceptable fee, and they were considered well-below the compensation of most designers.¹⁴ In comparison to fellow union members, journeyman scenic artists would have to work eight and a half weeks (for \$2 an hour at 44 hours per week) to earn the equivalent of the designer's fee for a three-act play.¹⁵ This pay scale may appear uneven, until one takes into account the fact that designers probably had only a few commissions per year, and most scenic artists worked on several productions during the season. Though the pay scales were handled differently, most union designers and scenic artists existed on a similar economic level.

The union finally developed the first (complete) standard contract for theatrical design in 1927, which naturally addressed financial concerns, such as the payment method and minimum fees.¹⁶ The contract stipulated that the designer's fee was to be paid in thirds: the first third at the contract signing, the second portion at a mid-point of the production process, and the balance on opening night. The contract also served as the first legal

¹³ Designs for musical revues were valued at \$100 per rendering and those for vaudeville productions were priced at \$50. Working Rules, 1926. U.S.A. Collection, 6-1

¹⁴ Poggi, 69.

¹⁵ U.S.A. Minutes, 28 May 1926.

¹⁶ U.S.A. Minutes, 18 March 1927.

codification of a designer's roles and responsibilities. It identified the designer's main duty as providing design sketches and working drawings for scenic design. Though the contract also required the designer to solicit bids from contractors, the designer's function was clearly delineated from that of the scene builder or painter. Ironically, by describing the designer's work in terms of producing an object (the sketch) rather than providing a service (developing a design), the contract incorporates language that is more appropriate to a scenic contractor than a designer.

Because the designer's contract also contained stipulations related to theatre production, it reflects the minimum standards the designers set for themselves and how they perceived themselves in the theatrical process. The contract states that producers were responsible for reimbursing expenses and transportation costs, and hiring a head electrician, a head carpenter, and a prop master at least one week before opening night. These clauses were created to maintain the designer's artistic integrity, since requiring a complete technical crew would be the most efficient way to insure one's designs were fully executed. The contract also indicates how designers placed themselves in the hierarchy of theatrical production. In the clause related to publicity, producers were required to supply the designer's name whenever and wherever the director's name was listed, ostensibly putting the designer's

position on a level equivalent to the director's.¹⁷ The U.S.A. designers formulated a contract, therefore, that assured them not only of a certain financial income, but of a certain artistic status as well. Elements of this first contract have become standard for all future union contracts include distinguishing fees by performance genre, the reimbursement of expenses and travel costs, providing credit similar to the director, and the provision that design renderings are property of the designer.¹⁸

Union designers faced difficulty in enforcing their contract, however. They were often owed money from producers, even reputable ones, whose shows closed out of town or on opening night.¹⁹ U.S.A.'s painting contractors, not the designers, emerged as the key figures in the implementation and enforcement of the union designer's contract. U.S.A. rules prohibited shop operators from painting scenery until the design contract for the show was filed at the union office. In 1925, a painting contractor for Zeigfeld's *Follies* refused to paint the settings because union designers were owed money by the producer. This important display of union solidarity eventually lead to the union's first legal battle; Ziegfeld filed

¹⁷ Designers were given the option of designing costumes or lighting, and attending out-of-town performances. Designers were to receive billing in programs and advertisements in a manner similar to the director's credit. U.S.A. Minutes, 8 September 1932.

¹⁸ U.S.A. Collection, File 2- 1.

¹⁹ Larson, 84.

a suit with the Justice Department, claiming the United Scenic Artists practiced coercion and restraint of interstate commerce.²⁰ The law suit was perceived by union members as an attempt by Ziegfeld and the Producing Managers's Association to bust U.S.A., but the case was eventually dismissed due to lack of evidence.²¹ (In an atypical display of union fraternity, I.A.T.S.E. and other unions declared they would refuse to work with non-union designers.) U.S.A.'s solidarity and direct confrontation with producers proved to be a very effective method to coerce producers to sign union design contracts.²² Ironically, designers, some of whom had resisted joining with the blue collar scenic artists, were indebted to the scenic artists and stage hands for the initial enforcement of their contract.

The United Scenic Artists also developed important union contracts in other sectors of entertainment during the late 1920s. Stock companies were experiencing a renaissance in the rich, pre-Depression years, but the scenic artists employed by them rarely received union scale.²³ In order to keep members working and maintain a presence in these theatres, the union's

²⁰ U.S.A. Minutes, 16 January 1925.

²¹ U.S.A. Minutes, 2 October 1925.

²² Larson, 73.

²³ The reemergence of stock companies in the North-east may have been directly related to the reduction of touring shows, since stock companies offered legitimate plays at prices comparable to those for movies. Poggi, 44.

executive board permitted these “stock artists” to work below scale, but only if they appeared before the board to receive approval. In 1928, U.S.A. entered into negotiations with the Stock Managers Association to determine minimum codes of work for stock artists. Because stock artists performed the dual functions of designer and scenic painter, the union combined its standard demands for a scenic artist (a 44-hour work week, and a required assistant) with those for a designer (transportation costs, and credit similar to the stage director’s). Since small companies often closed without the customary two weeks’ notice, the union also demanded that they supply a bond equivalent to two weeks’ salary.

The stock managers initially were opposed to the two weeks’ bond clause, but eventually consented to the union contract. The union did not put much effort into policing this sector of the industry; aside from changes in weekly hour requirements and increases in basic salary, this contract remained relatively unchanged until after World War II.²⁴ The union’s negotiations indicate its priorities for stock artists: a standard wage scale for all stock artists was less important than the consistent payment of whatever

²⁴ Stock contract negotiations are mentioned in U.S.A. Minutes 9 March 1928, 1 February 1929, and 21 June 1929. In 1932, the hours were reduced to 40 hours per week, and a clause required that the scenic artist was to be retained during runs of a week or more (as compensation for the rate being below that of a studio charginer and since no separate design fees were charged). U.S.A. Minutes 18 July, 1932. A contract dated 1943 had reduced hours per week (35), and a minimum of \$135 per week. U.S.A. Collection, File 4-14.

wage was received. This strategy appears to have been a pragmatic decision, adopted to accommodate the different pay scales available in different markets and the union's limited negotiating power.²⁵

During the late 1920s, the ranks of artists pursuing the scenic professions were swelling, probably due to the vigorous economy and Broadway boom. As more applicants were admitted to the union, the criteria for admission to the United Scenic Artists became a subject of vociferous debate.²⁶ Some members suggested "closing the books" to all new applicants, because they felt the union had compromised its standards for scenic work. Some Local 829 members argued to keep the enrollment books open, because otherwise they might lose members (and their sizeable initiation fees) to the Chicago local.²⁷ Because admission to the union was not offered on a regular basis, the union was often accused by other theatre workers of creating a monopoly

²⁵ In addition to theatre, the United Scenic Artists was partially instrumental in establishing the first union contract for Hollywood motion pictures. When the major motion picture studios held negotiations in New York City in 1926, officers from the U.S.A. and the painters' international union served as representatives for the Hollywood scenic artists. This negotiation had little effect on U.S.A. members, however, since the rates mostly applied to scenic artists in California. Unfortunately, union records do not clearly delineate the contributions of U.S.A. officers during the negotiations. Charles Lessing, "Editorial," *The Scenic Artist*, July 1927, U.S.A. Collection, File 3 -3.

²⁶ Larson, 81.

²⁷ U.S.A. Minutes, 5 July 1929.

(which is apparently what some members hoped to do).²⁸ U.S.A.'s examination committee also came under criticism from other union members, and received reprimands for admitting "scrawlers," or applicants with poor drafting skills.²⁹ The committee was not solely responsible for the admitting under qualified members, since union members who agreed to sponsor for new applicants often failed to appear at the in-take meetings for their candidates.³⁰ U.S.A.'s admission policy eventually became a compromise between the different factions; the books were not closed, but in 1927 the union exam was made more demanding and only a fraction of applicants were admitted.³¹

During the mid-twenties, U.S.A. continued its efforts to control wages and conditions for scenic art nationwide by engaging in an active campaign with other painters' locals. From 1924 to 1928, U.S.A. officers traveled to the Mid-West several times, to investigate problems like renegade scenic artists in St. Louis requesting their own union charter, and non-union shops

²⁸ Larson, 127.

²⁹ U.S.A. Minutes, 16 January 1925.

³⁰ U.S.A. Minutes, 18 December 1925.

³¹ That year, only 5 of 30 applicants passed the exam and were admitted to the union. U.S.A. Minutes, 15 April 1927.

operating in Kansas City, Cleveland, and Tiffin, Ohio.³² Eventually Chicago Local 350 and New York Local 829 saw the importance of cooperative work in addressing mutual concerns, and together with the Los Angeles scenic artists' union, Local 235, they formed the Scenic Artists' Conference in 1928.

Through its semi-annual meetings, the conference enabled the three locals to create national policies regarding wage scales, regional jurisdiction, working rules for stock companies, the Little Theatre movement, and examination standards.³³ Coordination of admission standards with the other scenic artists' locals required vigilant screening methods. One applicant who failed 829's exam was later admitted to the Los Angeles local, which apparently used a less rigorous exam. That same member later attempted to transfer into Local 829, but he was told to re-take 829's exam.³⁴ Though the Scenic Artists' Conference failed to meet after 1930 (primarily due to financial problems of the different locals), its two year tenure provided scenic artists the most effective structure to date to control their craft across the nation.

During the mid-twenties, U.S.A. was able to strengthen its relations with other theatre unions. In 1925, U.S.A. was one of several A.F.L. unions that formed the Combined Amusement Crafts (C.A.C.), an inter-union

³² U.S.A. Minutes, 4 January 1924, 17 July 1925, 4 February and 6 September 1927, and 3 February 1928. Letters, 1927 - 1928, U.S.A. Collection, File 1-11.

³³ U.S.A. Collection, File 4-17.

³⁴ U.S.A. Minutes, 3 August 1928.

organization designed "to improve the conditions of [those] who perform work in theatres, cabarets, and other places of amusement, as well as public buildings where such trades are employed."³⁵ According to the union records, the C.A.C. proved most beneficial to union scenic artists who worked in the exhibition and display field by acting as a liaison with exhibition producers and trade convention organizers and settling jurisdictional disputes with other unions. For reasons that are not apparent in the union's minutes or correspondence, U.S.A. does not appear to have relied on the C.A.C. to address problems within theatres or scenic shops.³⁶ Though the C.A.C. provided U.S.A. with the possibility of creating strong ties to other theatre unions, U.S.A. needed to make stronger, more continued efforts to reverse the trends from the past.

In measuring the growth of the boom period of the 1920s, Jack Poggi has identified 1925-1926 as the peak season for Broadway production. Poggi's conclusion is based on counting the number of "theatre weeks" (the

³⁵ The C.A.C. also included local unions that represented stage hands, scenery carpenters, theatre electricians, metal workers and polishers, carpet sewers and layers, plasterers, wardrobe attendants, and upholsterers. *By-Laws and Directory of Combined Amusement Crafts*, U.S.A. Collection, File OV-2.

³⁶ U.S.A.'s involvement in the Combined Amusement Crafts was rather limited, especially since the organization eventually dissolved during the Depression, but sources do not indicate if union's limited involvement was due to internal or external factors. The C. A. C. was reorganized as the Combined Theatrical and Amusement Crafts Council in 1940, but the U.S.A. appears to have little involvement with the new organization, even though it included 25 different locals. U.S.A. Collection, File 1-40.

combined total of weeks in which Broadway theatres were in operation) in a season.³⁷ Poggi's system is suitable when evaluating success for producers, theatre owners and performers, all of whom continue to earn money the longer a production runs. In an era before they earned royalties, however, scenic designers (and scenic artists) earned more money during periods of great volume (i.e. more shows), not during periods of extended runs and low turn-over. For scenic artists and designers then, the 1927-1928 season served as the high point during the Broadway boom, since that was the year in Broadway witnessed the highest number of openings. This conclusion is supported further by the fact that the union achieved a peak of 513 members in December 1927.³⁸

While the members of U.S.A. are dependent upon general economic trends, therefore, the dictates of their business place them in an economic calendar different from other theatre workers like performers and stagehands. At a time when great numbers of actors are unemployed, scenic artists might be working around the clock, and vice versa. This means that strategies that would be effective for Equity might not work for U.S.A. It also means that U.S.A. officers need to plan far ahead, and recognize signs of decline early. Years of strong demand for scenery are probably not the best indicators of the future state of the industry.

³⁷ Poggi, 49.

³⁸ List, 1 January 1927, U.S.A. Collection, File 2-52.

The pre-Depression years might be described as the union's adolescence—a time of considerable growth when the limitations of power are explored and defined, all accompanied by awkwardness and tension. The United Scenic Artists gained strength during the late-twenties from a combination of external and internal forces. Scenic artists, contractors, and designers benefitted from the strong economy and improved conditions on Broadway. Negotiations and confrontation with employers gave the union the opportunity to demonstrate its collective power. U.S.A.'s inter-union efforts, with other scenic artists' locals and the Combined Amusements Crafts, yielded some positive, if limited, results in controlling the craft. Creating and implementing the scenic designer's contract was the union's most important accomplishment of the twenties, because by securing the professional status of the scenic designer during a period of great demand, the union greatly increased its ability to withstand the coming economic crisis.

The Depression

Initially, most Americans believed the Depression would last only a few years. By the winter of 1932-33, however, the severity of the crisis became undeniable. The conditions became so harsh, the A.F.L. changed its long-held position on voluntarism, and admitted that workers needed the help of government relief programs. Unionists were aided by Roosevelt's pro-labor administration, which created the National Industrial Recovery Act, and

when that was declared unconstitutional, the Wagner Act of 1935. The Wagner Act (or the National Labor Relations Act), for the first time, granted workers the right to collective bargaining. The law also strengthened the recently-formed National Labor Relations Board. During 1937, labor achieved major victories in such stubborn open-shop industries like steel and automobiles. These victories were the result of the new Congress of Industrial Organizations (C.I.O.); during the Depression, the A.F.L.'s strength remained in construction, handicraft, and entertainment industries.³⁹

The thirties have been called the period when "scene designing as a profession truly settled on Broadway" due to the emergence of several important Broadway designers.⁴⁰ No previous period witnessed so many designers provide so many aesthetically powerful sets in so many different styles. For dramas and serious plays, designers provided settings that challenged the audience, by either eschewing realism or creating visual metaphors for the themes of the play. Jo Mielziner's design for *Winterset* (1935), depicting a monolithic stanchion of the Brooklyn Bridge, was so striking and so harmonious with Maxwell Anderson's poetic drama that it is identified by many as a masterpiece (p.117). Mordecai Gorelick, one of the designers for The Group Theatre, created an epic-theatre, boxing ring-like set

³⁹ Dulles, 261-306. Zeiger, *American Workers*, 10-46.

⁴⁰ Larson, 89. Page numbers for subsequent references within this section are provided in parentheses.

for *Golden Boy* (1937). Realism achieved spectacular proportions in productions such as *Roar China* (1930), for which Lee Simonson floated the stern of a British gunboat in a tank of water on stage, and in *One Third of A Nation*(1938), for which Howard Bay incorporated real staircases, doors, sinks, and bathtubs in the on-stage tenement building. Box settings were the most common, due to the abundance of plays with domestic themes (p.197). Robert Edmond Jones' grand but severe settings for *Mourning Becomes Electra* (1931) was at one end of the design spectrum, while Donald Oenslager's comfortable living room for *You Can't Take It with You* (1939) was at the other (p.200).

When the settings for comedies did not supply a sense of comfort and familiarity, they provided stylish escapism. Lee Simonson's attractive art deco hotel lounge for *Idiot's Delight* (1936) influenced the design of cocktail bars after the repeal of Prohibition (p.202). Nowhere was escapism and fantasy more prevalent than the stage for the musical, where advances in technology permitted designers to create spectacular stage pictures that often included phenomenal mechanized effects. Robert Edmond Jones and Vincent Minnelli were only two of the more well-known members of U.S.A. who designed extravaganzas for the recently completed Radio City Music Hall. Donald Oenslager provided an art deco ocean liner for *Anything Goes* (1934) and whimsically decorative settings for *Red, Hot and Blue!* (1936) and *I'd Rather Be Right* (1937) (p. 245-46). Albert Johnson designed a dazzling spinning effect with multiple revolves in the carousel scene of *The*

Bandwagon (1931) and the enormous, expensive settings for *The Great Waltz* (1934) that moved around the stage on hydraulic lifts (p.90-91). The great variety of scenic designs during this period indicate the audiences were becoming more sophisticated in their expectations for stage design, and that designers were achieving new status. No longer were settings accepted as background, but they were an active element of the production, interacting aesthetically and physically with the performers to create artistically complete productions.

These artistic achievements of union designers, however, do not reflect the financial instability of theatre during the 1930s. The Broadway theatre, like the mining and cotton spinning industries, had in fact exhibited economic problems before the Wall Street crash in October 1929.⁴¹ New York theatre began seeing financial problems as early as 1927, when ticket sales began to decline.⁴² Once again, U.S.A. records demonstrate that union scenic artists operated on a delayed time-table. In April 1928, when almost 60% of the union reported full-time employment, the union renewed its agreement with the Scenic Constructors' Association, and the following year it increased the journeyman's wage to \$2.25 an hour.⁴³ Even after "Wall Street laid an

⁴¹ Zeiger, 7.

⁴² Thomas Gale Moore, *The Economics of the American Theater* (Durham, NC: Duke University Press, 1968), 15.

⁴³ U.S.A. Collection, File 3-14. Referendum, 9 August 1929. U.S.A. Collection, File 2- 33.

egg" (as *Variety* described the stock market crash), some union members may have remained optimistic. The operator of the Lee Lash Studio reported that 1930 was the best year in the history of the studio, and the business did not suffer the effects of the panic until 1931.⁴⁴

By the 1931-1932 season, Broadway was clearly feeling the effects of the Depression. That year, the Great White Way was "cluttered" with bankruptcies and foreclosures, including those of prominent producers like the Shuberts and the Erlanger corporation, and by the mid-thirties, theatrical production had clearly hit bottom.⁴⁵ The 1933-1934 season experienced ticket sales at a fraction of the level of the prior decade, and consequently registered a record low of work weeks.⁴⁶ During 1933, U.S.A. averaged 57% unemployment per month. Though the employment figures improved slightly the following year, the increase was mitigated by the fact that union was losing members.⁴⁷ As a consequence, the union lost money and its debt

⁴⁴ Business dropped 40% in 1931, and by 1932 they were doing less than a third of the business of two years prior. U.S.A.Minutes, 9 October 1935.

⁴⁵ Hughes, 428.

⁴⁶ Sales had dropped 60% from the mid- 1920s. Moore, 8-15.

⁴⁷ In 1934, the union's the average monthly unemployment dropped to 47.5%, but the average monthly membership also dropped to 360. "Report on Unemployment in United Scenic Artists Local 829, New York City," 26 December, 1934. U.S.A. Collection, File 5-9.

increased appreciably each year.⁴⁸ By losing members during the mid-1930s, U.S.A. was unlike the A.F.L. in general, which experienced a growth in membership during the Depression. The A.F.L. growth was attributed to union drives, the vulnerability of workers, and a pro-labor administration in Washington.⁴⁹ U.S.A. was not able to increase enrollment due to its small size and limited funds.

The Depression had serious effects on the finances and working conditions of scene shops. Due to the reduction of productions, intense competition developed among the shops. A 1934 report written by U.S.A. committee found that some contractors retained their producer clients by providing them with unlimited credit. This practice amounted to unfair competition, since contractors were significantly underbidding their competitors by charging far below union scale. Some journeymen scenic artists supplied designs for free and contracted to "irresponsible" middle men. Faced with dire economic problems, small studios neglected safety and health measures. Scenic artists worked in cellars, lofts, garages, empty theatres, and dilapidated buildings. Work conditions had declined so far that one member felt "it will be impossible to restore proper standards of work and working conditions for the scenic artist or to eliminate unfair competitive practices."⁵⁰

⁴⁸ Ledger, 23 May 1933, U.S.A. Collection, File 3-12.

⁴⁹ The A.F.L. gained 500,000 in 1933 and 400,000 in 1934. Zeiger, 31.

⁵⁰ Letter, 13 September 1934. U.S.A. Collection, File 1-19.

U.S.A. member George Everett appears to have had a typical experience for a scenic artist during this period. A letter to a government agency outlined his work record, indicating he was employed by several different shops in 1933, including motion picture studios like Vitaphone.⁵¹ Unemployment periods between jobs could stretch from three to six weeks for Everett, and while he worked a full week on occasion, Everett often worked only one day a week.⁵² For his total of 26 work days in 1933, Everett earned \$468, an income level he shared with 50% of his fellow union brothers and sisters.⁵³ A report prepared by an outside agency summarized the state of scenic artists in 1933 with this appraisal: "Of 290 journeymen, only five, or 2% earned above \$4000. These are very sorry returns in a profession that has a \$500 initiation fee, \$4 a month dues and an extraordinarily high standard of

⁵¹ Letter, 29 March 1935. U.S.A. Collection, File 2-37.

⁵² At this time, a full week was defined by union rules as 32 hours, or four days (see discussion below). Everett's work report of 1933 does not provide employment information from January through May, and while being out of work for five months straight may not have been unusual--in 1933, the union averaged of 200 unemployed members per month--it is also possible that Everett was not including work outside the scenic field.

⁵³ In 1933, half of the union's membership took home \$500 or less for the entire year, and only 16% earned more that \$2000. "Report on Unemployment in United Scenic Artists Local 829, New York City," 26 December 1934. U.S.A. Collection, File 5-9. Statistics related to income in other industries during this year were difficult to locate, but I found that in 1936, low-end steel workers earned \$560. Dulles, 299. Unfortunately, I have no means to extrapolate from this data and compare with scenic artists' wages in 1933.

technical skill."⁵⁴ The thirties was a paradoxical period for the members of the United Scenic Artists, because it was a time that offered new opportunities to experiment in scenography, but few employment opportunities for scenic artists.

The union attempted to address the poor employment conditions with new regulations. An emergency fund to aid unemployed members was created in 1930 by taxing working members. This policy, which initially charged 1% of members' wages, then 2%, was often criticized, but remarkably never rescinded. The union also debated shortening the work week as a means to force employers to hire more scenic artists, and in 1933 a measure to limit work to 32 hours (or four days) per week was adopted as part of the industry codes required by the National Recovery Act (N.R.A.).⁵⁵ Though union officers quickly recognized a rise in employment figures after its implementation, the 32-hour law was not enforced regularly enough to have a significant effect on the U.S.A. membership.⁵⁶ The scenic studios resisted the N.R.A. codes from the start, but the major barriers were members' apathy

⁵⁴ "Report on Unemployment in United Scenic Artists Local 829, New York City," 26 December 1934. U.S.A. Collection, File 5-9.

⁵⁵ A 32 hour week had been attempted in 1931, but the experiment only lasted 8 weeks. U.S.A. Minutes, 3 January - 26 February 1931. The 32 hour week was reintroduced as part of the NRA codes, which differed little from standing wage scales. Official Ballot, in U.S.A. Minutes, 7 August 1933.

⁵⁶ U.S.A. Minutes, 18 September 1933.

and several loopholes in the 32-hour law.⁵⁷ The regulation contained a provision that gave the business agent the authority to permit members to work overtime, if it was shown that the scenic artist's work was crucial or if a deadline was approaching.⁵⁸ As George Everett's record demonstrated, scenic work was inconsistent, and union members often balked at the idea of curtailing their hours once they gained employment. Apparently, the overtime measure was invoked quite frequently, and the reduced work week ultimately was repealed because the members of 829 had failed in their obligations to "administer, supervise and promote" their own work codes.⁵⁹

The union's attempts to curb unfair competition then led to the regulating of contractors and how they charged their clients. To suppress the underbidding conducted by many studios, U.S.A. established a schedule of minimum fees that scene shops could charge, determined by the scenery's dimensions. Known as "the square footage law," it stated that contractors were not allowed to charge less than 12¢ per square foot of scenery.⁶⁰ The measure also regulated the labor rate, requiring the employment of at least three scenic artists for one week to paint the first 2400 square feet (or less) of

⁵⁷ U.S.A. Collection, File 2-35.

⁵⁸ "Report of Committee of Investigation," 17 December 1934. U.S.A. Collection, File 3-10.

⁵⁹ Letter in U.S.A. Minutes, 20 August 1934.

⁶⁰ Contract, 28 April 1941. U.S.A. Collection, File 1-47.

the largest set of a production. The square footage system appears to have succeeded where the 32-hour law failed, because it incorporated clear monetary figures, and it set a minimum level of production, not a maximum level of permitted work.

During the 1930s, U.S.A. members could also find opportunities for employment in little theatres and summer stock theatre, which were flourishing at this time.⁶¹ Union protection of these jobs, however, was rather poor. A union committee produced a report in the Spring of 1931 that suggested a great deal of scenic work was being lost to non-union scenic artists in the small commercial and amateur theatres across the country. The authors estimated that at least 12,000 settings were being painted in these venues every year, but less than 10% of this sector was covered by union scenic artists.⁶²

Union control of the summer theatres was hampered by several factors. First, one could not always distinguish the professional and amateur summer theatres from one another. Professional actors and college students occasionally formed theaters that also served as training schools.⁶³ U.S.A. was also limited geographically. Since the union only had three locals located

⁶¹ Moore, 101-02.

⁶² This number was based on a conservative estimate of 1,000 Little Theatres, averaging six productions per season, and averaging two settings per production.

⁶³ Hughes, 442 - 443.

in large cities, the union was unable to mount an organizing campaign to control little theatre and summer stock. Union officers attempted to coordinate policing efforts with I.A.T.S.E. locals or "out-of-town" members to supervise these theatres, but these efforts (perhaps not surprisingly) were rarely successful.

Despite the different categories defined in the union's 1934 report, the union appears to have treated summer stock, summer community theatres, and little theatres in essentially the same manner. The union stipulated a weekly wage of \$90 and a two-week bond for members employed by any of these companies, though often these demands were waived. When deciding on concessions, the union board would consider the length of the theatre's season, the size of the house, and its previous record with union workers. Companies with larger houses and established reputations were usually granted fewer concessions than newer, smaller companies. The most important factor for the union was to provide a union presence in smaller companies, as a strategy to develop secure union conditions in the future. However, producing organizations, especially low-budget ones, have always sought to minimize costs, and the supply of hopeful, young artists always provided non-union workers willing to be exploited. The union's ad-hoc approach rarely yielded uniform work environments or standard pay scales in little theatres and summer stock. Had the United Scenic Artists dealt with these theatres in as aggressive manner as they had with Broadway producers,

they might have achieved greater acceptance of their demands. Ultimately, the union remained limited in its geography and could not assure union conditions in summer stock and Little Theatres, and sub-standard conditions proliferated.

A unique employment opportunity offered to U.S.A. members during the Depression was for theatrical productions financed by the federal government. The Federal Theatre Project (F.T.P.) was established in April 1935 as part of the Works Progress Administration to provide theatre workers with jobs and to supply communities with low-cost entertainment. Though the project was a nation-wide undertaking, New York was the largest production center, featuring several units like the "popular priced unit," the "experimental unit," the "negro unit," the "living newspaper unit," and the "manager's try-out unit."⁶⁴ New York was also the center for the eastern region, as well as the headquarters for the project's national play bureau and Federal Theatre Magazine.⁶⁵ Over 5,000 people were employed by the Federal Theatre Project units in New York. ⁶⁶

U.S.A. members welcomed the chance for employment in the F.T.P., but were frustrated by the Project's application process. As a government

⁶⁴ Hallie Flanagan, *Arena: The History of the Federal Theatre* (New York: Benjamin Blom, 1940; reprint, New York: Arno Press, 1980), 62

⁶⁵ Flanagan, 52.

⁶⁶ Flanagan, 52-62.

program, the F.T.P. was originally mandated to hire 90% of their personnel from relief rolls. U.S.A. officers, however, felt all of their members should be eligible for Project jobs, and by December 1935, U.S.A. had joined with nine other theatrical unions to fight the relief roll requirement. The unions also pressed for full union conditions on all F.T.P. productions.⁶⁷ The union's persistence yielded positive results; a union report from February 1936 mentioned that all members of U.S.A. who had applied to the Project were accepted, which was considered "a real victory for the union."⁶⁸ U.S.A. member Cleon Throckmorton, for example, was appointed as head of the central Scenic Department, a clearing house for all the F.T.P. scenic work. Eventually, at least 85 U.S.A. members, or about 12% of the union's membership, were employed by the F.T.P.⁶⁹

The Project's pay rates were much less than union scales. Though U.S.A. members working in the F.T.P. were approved to receive the highest scales on the project, roughly \$100 per month, this was far below U.S.A.'s scale of \$72 per week for scenic artists.⁷⁰ (Members of I.A.T.S.E., on the other hand,

⁶⁷ U.S.A. Collection, File 2-37.

⁶⁸ "Report of Unemployment Committee," 2 January 1936. U.S.A. Collection, File 1- 14

⁶⁹ U.S.A. Collection, File 1-36.

⁷⁰ In New York, qualified professionals were paid \$103.40 a month. Atkinson, 301. The budget for the State of Washington project listed 2 scenic artists being paid \$94 per month, the same rate for a costume designer,

were inflexible in their demands for union scale, and some F.T.P. units covered the expenses of union stage hands and carpenters through non-payroll budget lines.⁷¹) The work load for F.T.P. workers could be overwhelming, as at the Westchester County unit, where two scenic artists were responsible for an amount of scenery that usually required seven to ten workers. Tom Cracraft (a Local 829 member) was hired as a supervisor for scenic artists, but he was also assigned design responsibilities. Some U.S.A. members complained that they were assigned secretarial duties when they should have been working in the scene shops, so union officers advised the members to declare that they were professionals and incapable of doing menial labor during their certification interview. Not all U.S.A. members were distrustful of the F.T.P., however, and some felt union rules should not apply to F.T.P. productions. Max Gorelick refused to accept a designing assignment, as he believed the position should be given to a new designer. U.S.A. members Aline Bernstein and Nat Karson reportedly waived their fees for F.T.P. productions they designed.⁷²

playwrights, musicians, and some actors. Barry B. Witham, "The Economic Structure of the Federal Theatre Project", in Ron Engle and Tice Miller, eds., *The American Stage: Social and Economic Issues from the Colonial Period to the Present*. (New York: Cambridge University Press, 1993), 204.

⁷¹ Witham, 203 - 207.

⁷² "Report of Unemployment Committee," 19 December 1935 to 2 January 1936. U.S.A. Collection, File 1- 14. Except where noted, this report is the source for this entire paragraph.

The dismissal of workers from F.T.P. units was also controversial, especially when it involved large numbers of union workers. In 1937, U.S.A. joined ten other unions in protesting the reduction of F.T.P. personnel by 25% at a time when other W.P.A. programs were cut by only 14%. They called the firings a "flagrant violation of the principles outlined by the W.P.A. itself."⁷³ The following year, when federal officials claimed that commercial theatre production had improved to a point that warranted layoffs at the F.T.P., U.S.A.'s business representative demanded the project be made permanent.⁷⁴ After several years of criticism, U.S.A. ostensibly had become dependent on the Federal Theatre Project for regular employment of its members, but it was powerless to control wages or the existence of the program.

Remarkably, hiring and work practices were not the only contentious issues between the United Scenic Artist and the Federal Theatre Project; the union also became embroiled in a debate over aesthetics with the project's director, Hallie Flanagan. In 1938, Flanagan distributed a memo to project units suggesting scenery be reduced or eliminated wherever possible. Her recommendations were based on pragmatic and economic concerns, such as

⁷³ U.S.A. Collection, File 2-22.

⁷⁴ The union claimed that theatrical production was at its lowest point in the past seven years (though their own records show that 1936 had fewer productions). They supplied the following data for the number of productions done: for 1932-164 productions; 1933, 117; 1934 -136; 1935-130; 1936-88; 1937-111; 1938 -93; Letter, 28 November, 1938. U.S.A. Collection, File 2-23.

the need to minimize costs and materials for productions that toured. Flanagan also felt that F.T.P. productions should reflect contemporary staging aesthetics. As a theatre educator who had travelled internationally, Flanagan had been exposed to experimental scenic design and had developed a distaste (or a distrust) for illusionistic, painted scenery. She also advocated experimental use of lighting. "The movies have beaten realism at its own game," she wrote. Fred Marshall, the union's business representative, accused Flanagan of exacerbating the unemployment crisis which was her mission to allay. In a letter to the F.T.P. director, Marshall claimed that her plan could harm thousands, and suggested "the propaganda you are fostering, if carried to its logical conclusion would eliminate scenic designers, scenic artists, carpenters and stage employes."⁷⁵

Flanagan's directive came during a period when several bare-stage productions were receiving much public attention. The thirties provided new playwrights (e.g., Clifford Odets and Thornton Wilder), and new theatrical companies (e.g., the Group Theatre and the Mercury Theatre), who were trying to reinvigorate theatre with intense, realistic acting and simple, yet dramatic staging. Productions such as *Waiting for Lefty* (1935), Orson Welles' *Julius Caesar* (1937), *The Cradle Will Rock* (1937), *A Shoemaker's Holiday* (1938), and *Our Town* (1938) received very favorable notices for their

⁷⁵ "No Scenery Shows Fought By Artists," *New York Times*, 2 February 1938.

powerful productions utilizing minimal settings.

The debate on stage aesthetics spread beyond the union and the F.T.P. and included commentaries from other theatre personalities in industry publications.⁷⁶ Sensing that their jobs as scenic artists and designers were in jeopardy, U.S.A. members considered a financial strategy against this aesthetic asceticism, and proposed a \$1000 fine (equivalent to the union rate for a three-act show) for producers who eliminated scenery from their productions. Ultimately the U.S.A. members abandoned this plan and declared that the bare-stage phenomenon was only a fad, because they probably were unsure of the support they would receive from other theatre unions were they to take a stand against producers.⁷⁷

Given the different disputes over hiring, firing, and aesthetic practices, one understands why Flanagan described the unions as the greatest single administrative problem in the New York projects.⁷⁸ Reviewing the union's involvement with the Federal Theatre Project, one sees that U.S.A.'s influence on the project was limited. The union was able to place its members on the project, but it was unable to prevent layoffs or to sustain the project beyond its short life. Ultimately, the importance of the Federal

⁷⁶ The opinions of John Gassner, Marc Blitzstein, Mordecai Gorelick, Lee Strasberg and others were published in *Theatre Workshop*. Flanagan, 322.

⁷⁷ "Scenery-Less Legit Shows Worry Artists," *Variety*, 2 February 1938. Item. *New York Times*, 23 February 1938.

⁷⁸ Flanagan, 55.

Theatre Project for U.S.A. members was the practical experience it provided. Not only were union designers and scenic artists supplied with jobs during a period of high unemployment, the F.T.P. provided a place for a new generation of designers. Howard Bay felt that the Project gave many designers the opportunity to experiment in new styles and techniques inspired by Brecht, Piscator, and Russian designers.⁷⁹

Like the Federal Theatre Project, the New York World's Fair of 1939 was an employment opportunity for U.S.A. members unique to the thirties. For U.S.A. members, the fair employed primarily those involved in the diorama/display fields or mural artists. The United Scenic Artists faced strong opposition to their claim for work, both from the fair organizers and from other unions, but the union business representative was able to secure jobs for many U.S.A. members. Eight months prior to the fair's opening, at least 47 union members were working for the Diorama Corporation of America, most on fair-related projects.⁸⁰ According to the union's own publication, U.S.A. members worked on at least 15 projects for the fair. The contributions of one member, Albert Johnson, ranged from consulting on the arrangement for the entire amusement area, to designing the huge out-door pool for Billy Rose's water show, "The Aquacade," and producing a patriotic

⁷⁹ John O'Connor and Lorraine Brown, *Free, Adult, Uncensored: The Living History of the Federal Theatre Project* (Washington, DC: New Republic Books, 1978), 5, 204.

⁸⁰ U.S.A. Collection, File, 1-45.

revue, "American Jubilee." Ironically, the gainful employment of one sector of the union's membership appears to have had negative effects for another. The World's Fair was blamed for drawing would-be theatre goers away from Manhattan and out to Queens during the beginning and the end of the 1939-1940 theatrical season.⁸¹

During the Depression, U.S.A. faced several internal debates that revolved around the issues of a member's obligations and membership credentials. One dispute pitted scenic artists against scenic designers in a discussion of contemporary aesthetics and design practices. Illusionistically painted scenery had been in decline ever since Robert Edmond Jones' landmark settings for *The Man Who Married a Dumb Wife* in 1915, and by the 1930s the trend had become a crisis for scenic artists. Several union scenic artists felt "the painting end of the scenic craft" was ignored by many designers, and many designers were reproached if their work reduced scenic painting.⁸² Norman Bel Geddes, for example, was reprimanded by the union's executive board after he was quoted in a magazine article extolling the dramatic effects one could achieve with a single setting and expressionistic lighting.⁸³ Designers were also criticized for encouraging the

⁸¹ Hughes, 440.

⁸² U.S.A. Collection, File 5-10.

⁸³ U.S.A. Minutes, 26 January 1931.

use of stage draperies in place of traditional scenery pieces.⁸⁴ While taking his union exam in 1938, Lester Polakov was reminded (by the chair of the exam committee, Woodman Thompson) that U.S.A. was composed of both designers and painters; Polakov understood this to mean his exam project should include illusionistic painting and he consequently altered his design.⁸⁵ Though the union never established any regulations that required designing members to adhere to a certain artistic style, union records clearly indicate that many scenic artists were resistant to advances in scenic design for economic reasons and actively advocated retrograde aesthetic principles, putting them in direct conflict with some union scenic designers.

In addition to the lack of support for the painting craft, scenic artists felt they had been cheated financially by the rise of the designer's position. They claimed that designing fees had taken "50% of the cost of scenery away from the journeyman."⁸⁶ Some scenic artists felt that the designers were not maintaining professional standards and provided sloppy sketches that were not drawn to scale. Consequently, some scenic artists submitted a resolution in 1934 that obligated designers to supply a completed set model to the painting contractor. Wood McLean argued that models helped the scenic

⁸⁴ U.S.A. Minutes, 30 July 1934.

⁸⁵ Lester Polakov, *We Live to Paint Again* (New York: Logbooks Press, 1993), 43.

⁸⁶ U.S.A. Collection, File 5-10.

artists, and that model building provided jobs for journeymen members (since most studios maintained model-building personnel).

Because this regulation, which suggested new stipulations for the designer's contract, was brought by scenic artists, designers protested strongly. They argued that the additional work of building a model was too demanding and unnecessary, since blue prints and color sketches were standard design documents. The designers' objection was also part of a power struggle between the scenic artist and designers that apparently had been festering for some time. As spokesman for the designers, Jo Mielziner stated that the designers had never felt welcomed in the United Scenic Artists. According to Mielziner, the designers felt "there was an antagonistic feeling toward them ever since they became members, as they were working as professional men rather than journeymen."⁸⁷ Mielziner also revealed that the designers had discussed forming their own organization in private meetings, but that they were probably not going to leave U.S.A.

As designers were a minority in the union, they were unable to stop the model requirement from being added to the design contract.⁸⁸ Designers refused to accept the new contract, however, and they sent their contracts to the union office with the model clause stricken out by hand. The union

⁸⁷ U.S.A. Minutes, 7 January 1934.

⁸⁸ There were 290 journeymen, 29 contractors, and 45 designers. "Report to Professional Association," 26 December 1934. U.S.A. Collection, File 5-9.

office refused to file these contracts and sent them back to the designers, asking them to resubmit the "correct" version of the contract.⁸⁹ The designers eventually decided to pursue legal avenues, and in February 1935, Mielziner filed suit against U.S.A., holding it liable for delayed work and lost commissions caused by the union's rejection of his signed contracts. Eventually other designers joined the suit, and the case made its way to the New York Supreme Court. The designers did not address the practicality of model building in court, but argued that the regulation was invalid since it had not been ratified by all locals of the Scenic Artists' Conference.⁹⁰ As the union did not have the resources to fight this battle, which would have required transporting union representatives from Chicago and Los Angeles, U.S.A. president Walter Percival declared the model requirement null and void (and the designer's suit was dismissed for lack of cause).⁹¹

The dispute between scenic artists and scenic designers is significant for several reasons. First, it led to the dismantling of the control over national conditions.⁹² Communication within the Scenic Artists' Conference had

⁸⁹ U.S.A. Minutes, 28 January 1935.

⁹⁰ U.S.A. Minutes, 21 October 1935.

⁹¹ The \$25 per day designing fee was also nullified. U.S.A. Collection, File 1-44.

⁹² After 1936, the New York and Chicago chapters maintained communication, but never at the same level as from 1928 to 1931. U.S.A. Collection, File 3-27.

reached a nadir before 1934, but the locals were forced to dissolve the conference and remove any more legal vulnerabilities to union rules. The end of the S.A.C. provided little hope for scenic artists to maintain consistent wages and working conditions across the country. Also, the dispute revealed the fissures of division that existed within the union's membership. Because the dispute was resolved in the courts and not through internal union channels, however, the root of the problem--the relation and obligations of scenic artists and designers to one another-- remained unsolved and future disputes were inevitable.

Another issue debated by U.S.A. members during the Depression was the composition of their union. U.S.A. members wanted to maintain professional exclusivity, and they attempted to limit applications by raising its initiation fee. Though the fee had been raised from \$200 to \$300 in 1930, it was raised to \$500 in 1931.⁹³ Though new members were permitted to pay their initiation fees through installments, the exorbitant fees were designed to dissuade all but the serious professional from applying. By the mid-thirties, when enrollment was at a low point, some members argued for the enrollment books to stay closed. Most U.S.A. members, however, understood that keeping people out of the union did not create more jobs and

⁹³ Constitutional ballot, 9 August 1929. Constitutional Ballot, 1 January 1931. U.S.A. Collection, File 2-33.

that the union would benefit from the initiation fees of new members.⁹⁴ The union's approach became less exclusive and U.S.A. officials put more effort into organizing theatre workers.

The most significant addition to the union's membership came in the late 1930s, with the affiliation of other professional groups.⁹⁵ In 1937—during a period that included the unionization of such other theatrical trades as press agents, company managers, and authors—costume designers formed their own organization. This new group, the Theatrical Costume Designers and Painters, was formed in response to producers hiring unqualified people to design costumes. Though some producers hired scenic designers or fashion couturiers to design costumes from their productions, some producers cut corners by hiring their wives or other relatives, who were rarely paid for their work. The costume designers therefore created their organization for the same reason that the scenic artists had originally created the United Scenic

⁹⁴ U.S.A.Minutes, 16 April 1934.

⁹⁵ Though the union claimed to represent other professions related to scenic painting (such as mural painters, window display, lobby and display painters, and make-up artist) as early as the mid-twenties, union officers did not actively recruit workers in these areas. Regarding mural artists: U.S.A. Minutes, 11 July 1924. Regarding window display: U.S.A. Minutes, 19 December 1924. Regarding lobby and display painters: U.S.A. Minutes, 5 July 1929. In 1930, a group of make-up artists were voted into membership (the reasoning to include them rested on the fact that they, like scenic artists, used brushes for their work in theatre). The Constitution of 1931 of the union claimed jurisdiction over mural painting, display creations and "the art of 'make-up' and all its various effects." Constitutional Ballot, 1 January 1931. U.S.A. Collection, File 2-33.

Artists: to eliminate or to control unfair competition.

The costumers' group began affiliation talks with U.S.A. within months after forming, and costume designers were brought into U.S.A. within the year.⁹⁶ Nineteen-thirty-seven saw the biggest changes in U.S.A.'s membership since the inclusion of the scenic designers, because in addition to the costume designers, the union also voted to admit "diorama and display" workers and the two and a half dozen members of the National Society of Mural Painters.⁹⁷ After these groups were taken in, the union doubled its membership to over 700 members.

This expansion greatly benefitted the union economically: not only did it make money in 1938, but it increased its profit in 1939.⁹⁸ Members benefitted from the expansion, since the union was able to raise the death benefit from \$350 to \$500. The most significant change generated by the union's expansion, however, was the alteration of the union's government structure.⁹⁹ The scenic artists and designers feared their power in the union would be diluted by so many members whose work was not directly related to

⁹⁶ "Costume Artists Now Organized," *Variety*, 7 April 1937. Item, *New York Times*, 23 October 1937. "Scenic Artists Cite Plan," *New York Times*, 11 November 1937. Item, *New York Times*, 3 February 1938.

⁹⁷ U.S.A. Minutes, 6 March 1936. letter from Marshall to Charles Elrod, 31 December 1936. U.S.A. Collection, File 1-18.

⁹⁸ Financial Statement, 30 September 1939. U.S.A. Collection, File 2-56.

⁹⁹ Union ballot, 6 February 1939.

scenery production. Using a referendum before the new groups were officially affiliated, the scenic artists and designers created a new type of membership class, "associate," which applied to all the recently accepted professional categories as well as to the newly created "Class B scenic artist." Associate members paid lower initiation fees (of only \$10) and lesser dues, but they were granted little power within the union, and ultimately had no vote in union regulations.¹⁰⁰ Each craft was charged with forming its own internal governing body, but all proposals for work rules and by-laws had to be submitted to the "parent body" for consideration and ratification.

Union regulations forbade associate members from working outside their craft category, but full members could work in any profession represented by the union. The mural artists and costume designers frequently requested more control within U.S.A., but their pleas were rarely granted by the full members.¹⁰¹ The formation and implementation of the new unequal structure revealed the scenic artist and designers were more

¹⁰⁰ Mural artist members, though a small minority, had enjoyed full-membership status before 1937, but thereafter were designated associate members. "Class B scenic artist" designated those scenic artists involved only in smaller theatres (summer stock, some Little Theatres, and non-commercial community theatres).

¹⁰¹ In an editorial of the diorama workers' first (and perhaps only) newsletter of January 1939, Thomas Janson demanded Fred Marshall, the union's business representative, to hire an assistant specifically to deal with diorama problems. The author also noted the need for an examining board, which was shelved for approval by the union executive board. U.S.A. Collection, File 2- 38.

interested in recruiting members for their financial contribution to the union than for providing their fellow workers with the representation they wanted. The internal tension between the scenic artists and the designers became overshadowed by the struggles between the full members and the associate members.

Claiming jurisdiction over several professions increased the external demands on the union as well, and U.S.A. was forced to negotiate more collective bargaining agreements. In October 1938, the union pushed for a closed shop contract for costume design with the League of New York Theatres, but the producers' organization refused to recognize costume designing as a separate profession. Representatives from the League claimed professional costume designers were not necessary, despite the fact that League members had previously commissioned individual costume designers.¹⁰² The union proceeded to establish a wage schedule for costume design the following year: just as for scenic design, costume commissions were divided into "dramatic productions" or "musical productions," with the latter category further divided into two classes.¹⁰³

¹⁰² "Closed Shop is Sought," *New York Times*, 18 October 1938.

¹⁰³ "Musical productions" were divided into two classes: class A comprised opera, operetta, musical comedy, revue, ballet and ice carnivals, while class B included night clubs, modern dance concert groups, circus and professional pageants. Different rates were also applied to non-free lance work, such as at a presentation house, costume or fabric house, and resident repertory theatres. Ballot, 20 November 1939. U.S.A. Collection, File 6-1.

When it became clear that producers would not willingly accept the union's costume designer contract, U.S.A. applied the same tactic it initially had used to enforce the scenic designer's contract: it bound the contract for costume designing to the contracts of other union professions. After April 1941, contracts for painting contractors and scenic designers prohibited the start of scenic work until a costume contract was filed with the union office.¹⁰⁴ This clause did not receive total compliance from producers or even from fellow union members, however. Due to the resistance from producers and the apathy of other U.S.A. members, costume designers were unable to achieve professional status as easily as union scenic designers.

In addition to the debates of members' obligations to one another and which professions should be included in the union, U.S.A. members addressed issues of race as they related to union membership. When the F.T.P. established a unit in Harlem, the National Urban League demanded (among other things) that "Negro scenic artists shall be given a chance to work in the Negro People's Theatre." The U.S.A.'s unemployment committee then provided an overly cautious recommendation to the union's officers: "After careful consideration, we do not oppose the requisitioning of Negro painters and designers on the Harlem project, if they show

¹⁰⁴ Ballot 7 April, 1941. U.S.A. Collection, File 3 - 17B.

qualifications."¹⁰⁵ The desires of the Urban League and U.S.A. appeared to have been satisfied, at least partially, when Perry Watkins, an African-American member of U.S.A. (most likely the only black member at this time), was assigned to design productions for the Harlem F.T.P. unit.¹⁰⁶

Yet when Watkins attempted to work outside the F.T.P., he encountered resistance from the union. In 1938, producer Guthrie McClintic offered Watkins a design commission for *Mamba's Daughters*, but when Watkins submitted the signed contract to the union office, U.S.A. officers refused to accept it. They declared that since Watkins was officially only a class B scenic artist, he was not qualified to work as a designer on Broadway. Watkins' lawyer appeared before the union board and presented his client's case as one of racial discrimination. At that time, some theatre unions maintained explicitly racist policies; I.A.T.S.E. set up separate locals for African-American stagehands and some locals of the American Federation of Musicians openly discriminated along racial lines.¹⁰⁷ U.S.A. officers, however, claimed Watkins was denied the *Mamba's Daughters* contract, not because of his race, but because he had not taken the designer's exam, despite having been given the opportunity. Rather than call the exam committee for

¹⁰⁵ "Report of Unemployment Committee," 19 December 1935. U.S.A. Collection, File 1- 14.

¹⁰⁶ Kathy Perkins, "Black Backstage Workers, 1900 - 1960," *Black American Literature Forum* 16 (Winter 1982): 160-63.

¹⁰⁷ Perkins, 161-63. Zeiger, 107.

a special ruling, the officers decided to provide Watkins with a one-time permit for the show, but with the understanding that he would not be permitted to design another show until he passed the exam.

Watkins' case highlights the contradictions of race representation in a smaller, professional organization like the United Scenic Artists. Though some U.S.A. members asserted that professional standards was the determining issue in the original prohibition of Watkins' contract, the threat of a lawsuit and negative publicity depicting the union as racist clearly weighed heavily in the union's decision to bring the matter to a quick resolution.¹⁰⁸ If the resistance to provide Watkins design privileges was racially motivated--and given the vague nature of the union minutes, it is impossible to exempt U.S.A. members from racial bias in this incident-- it was a reflection of the members' individual prejudices and not an official policy of the organization, as with other theatre unions.¹⁰⁹ In fact, though he remained U.S.A.'s only black member for several more years, Watkins was elevated to full membership, worked as a designer, and later became an officer of the union.

The thirties was a crucible for the union--exposing U.S.A. to intensely demanding conditions, and forever changing its structure. The Depression

¹⁰⁸ U.S.A. Minutes, 5 December 1938, and 10 December 1938.

¹⁰⁹ Current members, speaking off the record, identified one specific high profile designer as protesting Watkins employment due to his race.

sent the nation and the theatre into the worst economic crisis of the century, which often resulted in the forsaking of fair labor practices within the scenic industry. The union's attempts to control unfair competition and increase production exposed the divisions within the union membership, but they also led to the percentage tax on wages, which created a financial pool that was later developed into a health benefits fund. By expanding its professional jurisdiction and through important but short-lived opportunities for employment (like the Federal Theatre Project and the World's Fair), U.S.A. emerged from the Depression stronger than it had ever been. The union's goal of national conditions had been thwarted by limited means and internal struggles, but by 1939 U.S.A. had more members and was stronger financially than at any point in its history.

World War II

Overall, the state of organized labor during the early forties and wartime was highly favorable. The number of disputes was minimized by labor's commitment to the war-effort and unions' no-strike pledge. High level military officials praised the contributions of American labor and the War Labor Board proved influential in mediating labor-management conflicts. The settlement of unions and the "Little Steel" companies set a precedent of limiting wage increases to certain percentage levels. The Little Steel formula also provided for increased non-wage compensation, or

benefits. The War Labor Board was also instrumental in establishing the membership maintenance clause of many bargaining agreements, in which newly-hired personnel became dues paying union members after a short period. Though some felt labor was increasingly dependent on the government to resolve disputes, unions had clearly benefitted; by the end of the hostilities, union membership nationwide was at a new high of over 14 million.¹¹⁰

When the United States entered World War II, the economics of Broadway were improving--on both sides of the footlights. Theatre audiences were augmented by "swarms of servicemen" filing through New York and by a general population with more expendable income.¹¹¹ To accommodate these larger audiences, theatrical production multiplied, and the number of work weeks for Broadway began to climb again. Audiences were paying higher ticket prices at the box office, which was partly in response to increased production costs.¹¹² From the late twenties to the early forties, the cost of mounting a show had doubled.¹¹³ New developments in theatre included producers' attempts to revive vaudeville and legitimize burlesque, and the

¹¹⁰ Dulles, 325-352, and Zeiger, 64-99.

¹¹¹ Moore, 8. Atkinson, 387.

¹¹² Hughes, 448.

¹¹³ Moore, 15.

creation of two new non-profit theatres, the City Center of Music and Drama and the Equity Library Theatre.¹¹⁴

Audiences were exposed to the work of new designers like Oliver Smith, who provided colorful backdrops for ground-breaking ballets like Agnes DeMille's *Rodeo* (1942) and Jerome Robbins' *Fancy Free* (1944).¹¹⁵ Lemuel Ayers made a impressive debut on Broadway with his dark and foreboding Victorian parlor in *Angel Street* (1941); the wallpaper, painted on black velour, seemed to disappear in dim lighting. His settings for such productions as *The Pirate* (1941), *Oklahoma!* (1943) and *Bloomer Girl* (1945), were characterized by a painterly, graphic quality (p.204). While some established designers participated in the war effort, others continued to carry success from the 1930s into a new decade. Stewart Chaney's highly realistic apartment set, complete with parlor and bedroom, for *The Voice of The Turtle* (1943) charmed audiences looking for affordable rental properties (p.134).¹¹⁶ Howard Bay was no longer associated with dreary interiors, but began designing "sparkling" Mike Todd musicals like *One Touch of Venus*, *Carmen Jones* (1943), and *Up in Central Park* (1945), which translated Currier and Ives prints to the stage (p. 136-137).

¹¹⁴ Hughes, 455 - 461.

¹¹⁵ Larson, 132. Subsequent references are noted in parentheses.

¹¹⁶ Scenic designer Stewart Chaney should not be confused with the author Sheldon Cheney who often wrote on scenic design.

Union papers provide a glimpse of the financial achievements of designers during this period. U.S.A. records contain a listing of 45 designers and the wages for the 113 shows they designed during the 1940-1941 season.¹¹⁷ Though the minimum design fee had been recently increased to \$500 (some musical and revue shows might pay only \$350), some designers received as little as \$150 per show.¹¹⁸ Other designers were paid as much as \$4,000 per show, with the average design fee per show at just under \$1000.¹¹⁹ Most designers were not listed as designing more than two shows in the period covered, earning an average income of around \$2500.¹²⁰ The median income for designers in the survey was \$1500, which was less than the median income for professional and technical workers in 1939.¹²¹ These records indicate that though the Depression was over, scenic design continued to provide meager financial rewards.

The union's inventory of design fees is most illuminating when we

¹¹⁷ U.S.A. Collection, File 2 -3. See Appendix A for the full listing.

¹¹⁸ This contract was also the first to include prices for unit settings. Ballot, U.S.A. Collection, File 1-48.

¹¹⁹ The median fee was \$750 and the mode fee was \$500. See Appendix A.

¹²⁰ The mode income was \$750.

¹²¹ "Median Money Wages or Salary Income of All Workers or Salary Income, and Year-Round Full-Time Workers, by Sex, Race, and Major Occupation Group:1939-1970," *Historical Statistics of the United States*(Washington, DC: Bureau of the Census, 1975), 304.

view the different ends of the spectrum. The designer with the most contracts, the highest design fees, and the greatest total income was one person: Jo Mielziner. Mielziner's income for the recorded period was \$18,000, which was 72 times greater than those on the bottom of the list (Karl Amend and Tom Cracraft each designed one show during the period for \$250). The difference between Mielziner's listed income and the second highest, earned by Albert Johnson, is also significant; Johnson took in \$6000, or one third of Mielziner's income.

Mielziner was able to accept more commissions than anyone else, because like other top designers, he employed several assistants and worked on several shows simultaneously. Using design assistants increased Mielziner's income, but it also raised his operating costs, and hence his high fees. But because Mielziner was one of the most respected and critically acclaimed designers since the 1930s, many producers paid the higher fees and ignored the less famous and less expensive designers. The union records, therefore, provide proof of the circular nature of employment for designers: well-known designers receive more commissions, which help them maintain professional visibility and lead to more commissions.

These papers also document the different classes of designers within the field and the union. Just as in Actors' Equity, the United Scenic Artists included celebrities and members who had to struggle to earn a livelihood in the theatre. Lee Simonson considered the limited income from design typical

of the profession, not the economic climate, and felt the only solution was found outside the industry. In 1943, he wrote,

scenic designing . . . tends to become an avocation or part-time job for most practitioners. Otherwise it remains a profession for young bachelors, men with wives of independent means or artists with some other source of professional income. At best it is a profession for part of a lifetime.¹²²

Though the union had little if no power to eliminate the inequality of income among designers, it could work to insure that all designers were receiving full payment of their commissions. According to union officers, U.S.A. designers had lost \$100,000 in defaulted contracts. In 1941, union officers pressed for a contract clause that required producers to provide full payment up front, which was "the first major contract change in 15 years." Because none of the producers belonging to the League of New York Theatres owed money to U.S.A. or its members, the League protested the new full-payment requirement. Ultimately the contract included a compromised clause that prevented the contract's implementation unless the producer paid the entire design fee to the union, but this was primarily used to as a basis for grievances after the fact and in practice did not guarantee designers their full income before work began.¹²³

In other negotiations with the League, the union was not as successful.

¹²² Lee Simonson, *Part of A Lifetime* (New York: Duell, Sloan and Pearce, 1943), 69.

¹²³ Contract, 7 July 1943. U.S.A. Collection, File 4-49.

In May 1943, the designers demanded royalties (a small percentage of the gross box office receipts) in addition to their fee. Since playwrights already received royalties during the run of the production, designers would have been placed on an economic plane similar to the dramatists. Jo Mielziner had waged a battle for royalties for years, but only by himself.¹²⁴ The producers vehemently opposed U.S.A.'s call for designer royalties, and James Reilly of the League claimed the implementation of such a policy would be illegal.¹²⁵ The union's business representative was reluctant to fight for royalties because he was confused about how taxes would be computed, and he feared promulgating royalties would make the union vulnerable to lawsuits.¹²⁶ Consequently, U.S.A. was unable to secure royalties in the 1940s due to legal threats.

Scenic studios also witnessed prolonged financial problems into the early forties. Union files contain income records for scenic studios for the 1940-1941 season similar to those for designers during the same period. Seventeen studios were listed as filing a total of 104 contracts, most of which were for plays, ballets, or operas. As with the designers' list, studio fees and total income varied greatly from contractor to contractor. The highest fee was

¹²⁴ Larson, 140.

¹²⁵ U.S.A. Collection, File 4-35.

¹²⁶ The business representative also feared a law suit could split the union and send the painters into I.A.T.S.E. U.S.A. Minutes, 8 May 1944.

charged by the Studio Alliance for a production of *The Masked Ball* at the Metropolitan Opera (\$5720), and the lowest fee was charged by Louis Kennel for *Kind Lady* (\$190).¹²⁷

Perhaps the best indicator of a studio's financial stability was the number of contracts per studio, since this would indicate roughly how many producers the shop was connected with. The three studios with the most contracts were Robert Bergman's studio, Triangle Studio, and the Studio Alliance, with 25, 19, and 13 contracts respectively. One could assume that these studios were also physically larger than the others, since they were able to accommodate so many different commissions and were probably working on several jobs simultaneously. Not surprisingly, these three shops were also the top income earners (with Triangle reporting \$29,923 Bergman getting \$22,195; and Studio Alliance \$21,909), earning well above the average studio income. Most studios filed at least six contracts and earned an income around \$7700 during the period.¹²⁸ Since the larger studios often charged below the contract average of \$1255, Bergman and Triangle appear to have been able to use their size to reduce their fees to competitive--possibly unfair--levels.¹²⁹

¹²⁷ The Studio Alliance's contract may have included the painting for the entire opera, while Kennel's contract may have been for a backdrop or painted cyclorama.

¹²⁸ The median was four shows for each contractor. The figures for this category were tri-modal, with one, three and four contracts per contractor each represented by three separate companies. See Appendix B.

¹²⁹ The mode per show was \$500, while the median was \$800.

That larger studios (with ostensibly greater overhead) charged less than studios with fewer employees suggest the scenic market was still highly competitive in 1941, and that underbidding, a problem that had existed since the 1890s, was still a major factor in the field. Like the scenic designers, the scenic shops took several years to recover from the Depression, and as late as 1942 several shops closed their doors permanently.¹³⁰

U.S.A. officers tried to alleviate the scenic artists' employment woes in their negotiations with the producers. During talks with the League in 1941, union negotiators demanded producers employ a scenic artist as part of the running crew of all Broadway productions.¹³¹ This requirement for a \$90-a-week "maintenance man," who would maintain the scenery in its top condition, seems to have been taken directly from the playbook of I.A.T.S.E. and the musicians' unions, both of which were notorious for their featherbedding tactics. The union hoped this plan would both guarantee employment for scenic artists and protect its jurisdiction against stagehands who were painting scenery in the theatres. Lawyers for the League felt the union's demand was unacceptable and wrote, "If it is the purpose of your organization to stifle production entirely, this is an excellent way to go about it, and if that is going to increase employment in your ranks, we fail to see

¹³⁰ Letter, 27 October 1943. U.S.A. Collection, File 4- 35.

¹³¹ U.S.A. Minutes, 16 June 1941.

how.”¹³² While the union conducted a referendum in December, the League lawyers appealed to the attorney general “to prevent effectuation [of] the imposition of labor not required.”¹³³ The union offered a compromise, but the League rejected it, and U.S.A. surrendered the fight.¹³⁴ Perhaps union members recognized the limitations of their plan: the number of operating Broadway theatres had been in decline for over a decade and there were no signs of the trend reversing. The addition of a “maintenance man” to a Broadway theatre’s running crew would have provided consistent employment for about three dozen U.S.A. scenic artists, which would have helped reduce unemployment, but still not have resolved the problem for most scenic artists.

Fortunately for the shop operators, 1943 was a turn-around season; the industry was finally experiencing the effects of the war boom.¹³⁵ That year, the union received 30 more design contracts than the previous one.¹³⁶ The union took advantage of the increased demand and re-negotiated its contract

¹³² Letter, 1 October 1941. U.S.A. Collection, File 3-15.

¹³³ “Theater League Seeks to Bar New \$90-a-Week Stage Aids” *New York Herald Tribune*, 4 December 1941. in U.S.A. Collection, File 3-15.

¹³⁴ “Rejects Union’s Demands,” *New York Times*, 30 March 1942. (Clip from United Scenic Artists’ file at Performing Arts Library of the New York Public Library.)

¹³⁵ Hughes, 456.

¹³⁶ U.S.A. Minutes, 3 January 1944.

with studio operators. In 1943, the square foot law (from the Depression) was amended to increase the minimum fee to two cents more per square foot (14¢ total), and the journeyman scenic artist wage was raised to \$2.50 an hour.¹³⁷ By the fall of 1944, the pendulum had swung to the other extreme and the shops experienced a manpower shortage, possibly due to increased production.

Another factor contributing to the manpower shortage of 1944 was something completely unrelated to theatre, World War II. As a union, U.S.A. supported the war effort by buying war bonds, creating committees to support the war effort, and joining other war-time artists' organizations like Artists for Victory.¹³⁸ Probably U.S.A. members' most personal contribution to the effort was serving in the military. At least 44 members served military duty some time between 1939 and 1946, often drawing on their professional training to provide either tactical support or entertainment for the troops.¹³⁹ Many union members, including Jo Mielziner and Donald Oenslager, made their way to the camouflage units of the engineer corps, a suitable place for

¹³⁷ Ballot, 20 September 1943. U.S.A. Collection, File 1-48.

¹³⁸ "Artists for Defense" *New York Herald Tribune*, 1 August, 1940. Item, *Morning Telegraph*, 3 February 1942. Item, *New York Herald Tribune*, 29 December 1942.

¹³⁹ Letter, 31 March, 1943 U.S.A. Collection, File 1-4.

men who were skilled at illusionistic painting.¹⁴⁰ U.S.A. officers helped place union members in the camouflage divisions by sending letters of reference to military commanders.¹⁴¹

Entertainment for the troops was a major endeavor. The U.S.O. and its subsidiary, Camp Shows, Inc., operated 59 domestic touring companies and 228 companies overseas—and several union scenic artists pursued working for such companies.¹⁴² Though the need for scenic workers was not as great as the need for performers (the U.S.O. employed 2200 actors), the union's business representative also contacted military personnel in order to protect the design and painting of scenery in any army base theatres.¹⁴³ The union made a special arrangement with the U.S.O, in which the union agreed to waive design fees, as long as the scenic design and construction for U.S.O. shows was given to U.S.A. members.¹⁴⁴ Irving Berlin's *This is the*

¹⁴⁰ Oenslager was an officer in Second Air Force. Their camouflaging techniques for training camps in Nebraska actually were too effective--the flight crews could not find the landing fields. Donald M. Oenslager, *The Theatre of Donald Oenslager* (Middletown, CT: Wesleyan University Press, 1978), 12-13.

¹⁴¹ U.S.A. Collection, File 1-42.

¹⁴² Atkinson, 386.

¹⁴³ The reply was that the theatres were primarily for screening films and amateur theatricals. U.S.A. Collection, File 1-38.

¹⁴⁴ Letter to Lawrence Phillips, 14 November, 1941. U.S.A. Collection, File 1- 33.

Army, probably the best known show created by military personnel, featured settings by John Koenig, a Local 829 member and a private in the U.S.

Army.¹⁴⁵ Lester Polakov was a U.S.A. member who used his talents for both strategic and amusement purposes. He created maps of battlefield terrain (with cardboard cut outs for machine guns, mortars, and artillery), decorated enlisted men's clubs for dances, painted a mural in a Service Club, and developed the "Ninth Infantry Division Commemorative Revue."¹⁴⁶

During the war, union shop operators were hindered by restrictions on building materials. The Vail Scenic Construction company encouraged U.S.A. and its members to write to the Office of Production Management (O.P.M.), which regulated products for war production. Julius Fietz, Secretary at Vail, felt "starvation lies ahead for many of us" if they were unable to locate materials for scenic production.¹⁴⁷ In Vail's letter to the O.P.M., Fietz cited entertainment as vital to civilian morale, and argued that 100,000 persons would be affected (not only scenery builders and painters, but performers, directors, and ushers) and the city would lose income from

¹⁴⁵ File 1 - 42

¹⁴⁶ He also served in a combat unit as a bombardier. Polakov, 63 - 69.

¹⁴⁷ Letter, 4 November 1941. U.S.A. Collection, File 1-32.

taxes.¹⁴⁸ The 1944-1945 season presented a conundrum for studio owners, then, since they encountered an increase in demand but a decrease in supplies and available labor.

During the forties, as during the thirties, changes in the union by-laws split the designers and painters into separate factions. Due to the low demand for scenery, some scenic artists who operated their own studios also wanted the right to design. The designers, who now made up one-third of the union's total membership, balked at this imposition on their field. Designers claimed their jobs would be unprotected, and that the new by-law would harm journeyman scenic artists as well as large reputable studios. According to the designers, the proposal "would only benefit the cut-rate studios who initiated this legislation and who hire as few assisting scenic artists as possible."¹⁴⁹ After a short but volatile campaign by the designers, which included coverage in the *New York Times*, the proposal was rejected by the union.¹⁵⁰ The outcome of this dispute, in the designer's favor, indicates the

¹⁴⁸ He also provided a list of the materials used in scenic arts industry, including types of glues, different types of paints, assorted fabrics, finishes (like shellac and lacquer), and metals like aluminum and bronze. The response from O.P.M. stated that a policy regarding "public amusement had not been formulated," but that the shops should seek substitutes to bronze, aluminum, and silk. Letter, 25 October 1941, U.S.A. Collection, File 1-32.

¹⁴⁹ Letter to Clarence S. Swick, 3 January 1941. U.S.A. Collection, File 1-23.

¹⁵⁰ "Cut Out of Jobs, Designers Charge," *New York Times*, 29 January 1941. Item, *New York Times*, 3 February 1941. "Action By Scenic Artists," *New York Times*, 4 February 1941. U.S.A. Minutes, 7 April 1941.

designers' growing strength within the union. This change in the union's internal power dynamic was reinforced the following year, when Howard Bay became the first designer to be elected president of the United Scenic Artists. Bay did not perceive his election as a mandate to reduce the scenic artists' position, however, and he vowed to promote peace within the strife-ridden ranks.¹⁵¹

Documents from the 1941 dispute provide a indication of U.S.A.'s effectiveness as a union in general. A group of designers wrote a letter to the president of the international painters' union which said, "producers are without exception accustomed to deal with the designing contractor and with the painting contractor. The two are never mixed."¹⁵² This statement shows how distinctly separate the roles of scenic painter and scenic designer had grown in just over twenty-five years, primarily due to the efforts of the union enforcing its different contracts for designers and painting contractors.

During the war, U.S.A. members also addressed the union's role in providing training in the scenic arts. The United Scenic Artists' commitment to supporting new comers to the scenic professions had been less than encouraging. The union's programs for apprentices had dwindled since the twenties, and the union's policy toward assistant designers was criticized by

¹⁵¹ Hermine Rich Isaacs, "Howard Bay," *Theatre Arts*. (June 1943): 358.

¹⁵² Letter to Clarence S. Swick, dated 3 January 1941. U.S.A. Collection, File 1-23.

designers like Mielziner and the authors of an important scenery construction textbook.¹⁵³ The union's economically-unrealistic requirement that designers pay their assistant designers at full scale forced many designers to bend their commitment to the union and pay assistants below scale or hire non-union personnel.

During the war, however, U.S.A. renewed its efforts to offer instruction and training to members. In 1943, a union committee headed by Aline Bernstein organized a series of internal classes. The goals of this "school within the union" were to provide refresher courses for union members and to educate younger members. One concern expressed by several U.S.A. members was the decline of scenic painting talent. Bernstein wrote, "We must not allow the great tradition of scene painting to die out, and if our own men do not pass on to the youngsters what they know, that is what will happen."¹⁵⁴ In addition to weekly life drawing classes, the union offered nine class sessions which covered topics from making blueprints, mixing paints, and assorted painting techniques, to the designing process and historical periods.¹⁵⁵ Two years later, the union took this idea a step further and reformulated an apprentice system. The program tried to combine education

¹⁵³ Harold Burris-Meyer and Edward Cole, *Scenery for the Theatre* (Boston: Little, Brown & Co., 1938, reprint 1941), 33.

¹⁵⁴ Letter from Aline Bernstein, 11 March 1943. U.S.A. Collection, File 2-14.

¹⁵⁵ U.S.A. Collection, File 2-14.

with work, as the student apprentices were to work as non-painting assistants in the shops ("paint boys") and attend night classes at art school.¹⁵⁶ This program, however, does not appear to have been successful (union records do not contain many references to it in the following years). The union's renewed interest in education for new and long-term members may have ultimately proved unfeasible or impractical.

During the early forties, the union faced new challenges in its relationship with other theatre unions. In response to a threatened strike in the burlesque houses in 1940, several theatre unions met and addressed the state of labor in the entertainment fields. As they felt the public would not tolerate prolonged union controversies given the impending war, they declared a truce and vowed to end the squabbling that had persisted for five years.¹⁵⁷ A year later, however, I.A.T.S.E. Local 1 accused U.S.A. designers of usurping the duties of property men and electricians, as well as deciding how many members of Local 1 should be employed on a production. This dispute seems to have been resolved fairly amicably, though, since both groups met to discuss the specific designers involved. Afterward U.S.A. officers sent out a general letter reminding designers that they were not to act as agents for

¹⁵⁶ U.S.A. Minutes, 18 June 1945.

¹⁵⁷ These unions represented performers (American Guild of Musical Artists, Actors Equity, American Guild of Variety Artists, Burlesque Artists Association), Teamsters, Box Office Men's Union, I.A.T.S.E., and U.S.A. "Theatre Unions To Bury Hatchet," *New York Times*, 27 June 1940.

producers in deciding labor decisions, especially for the construction of settings or the collection and transportation of props.¹⁵⁸ Though U.S.A. and I.A.T.S.E. had some success in settling issues between them, the two unions were far from working as closely as some U.S.A. members would have liked. Conflicts were still regular and accords often short-lived.

Conclusion

The union published a yearbook of sorts in 1940 as a public relations tactic. Simply titled *United Scenic Artist 1940-1941 Almanac*, it included short articles by members, commercial advertisements (including by union members), and a directory of all U.S.A. members. Like *The Farmer's Almanac*, the U.S.A. *Almanac* was designed to serve as a resource for future projects by highlighting important events and people. Today, it serves as a snapshot of the union's recent accomplishments and developments, documenting the state of U.S.A. in the early forties.¹⁵⁹

The recurring theme of the booklet is the diversity of the union's membership. The title page lists the assorted professions represented by U.S.A.: designers, scenic artists, studio operators, make-up artists, costume designers, mural artists guild, and diorama, model maker, and display artists.

¹⁵⁸ Letter, 2 April 1941. U.S.A. Collection, File 3-7. See also U.S.A. Minutes, 24 March 1941.

¹⁵⁹ "United Scenic Artists, 1940-1941 Almanac." U.S.A. Collection, File 1-2.

Had a similar publication been produced before 1923, only two of these work categories would have appeared (scenic artists and studio operators). The almanac reinforces the fact that membership doubled its size in less than twenty years, to number over 700 members, and provides evidence that about 40 women were now included in this exclusive group.

The stabilization of the designer's professional status is not addressed directly in the publication, but the inclusion of several short articles by well-known designers like Robert Edmond Jones, Lee Simonson, Donald Oenslager, and Aline Bernstein implies the designer's recently-established prominence. The decline of scenic painting is addressed in Robert Bergman's short essay on "Painted Scenery versus Built Scenery." Bergman provides a thumbnail history of twentieth century scenic design:

. . . with the appearance of new designers, the construction of scenery grew heavier and heavier. To the constructed scenery is added house paint, polish and glazes, fabrics of all descriptions, chromium plating, and but little if actual scene painting.

By reading between the lines of this article by one of the most respected painting studio operators, one can also discern the professional tension that had occasionally flared up between the scenic artists and designers.

Most of the performance photographs or costume sketches in the booklet are from New York productions, which reflects both the Broadway bias of the *Almanac's* editors and the union's poor representation in smaller theatres. The union mentions the World's Fair many times, and includes photographs of productions by the

Federal Theatre Project, but it does not comment on the singularity of these organizations nor how they employed large numbers of U.S.A. members. Had the *Almanac* been printed later, it could have included the achievements of members serving their country in the camouflage corps or U.S.O. units.

The front page of the directory section lists U.S.A.'s affiliation with other unions, but most of these connections (e.g., American Federation of Labor, Central Trades and Labor Council, Building and Construction Trades Council) were through the international painters' union. If the U.S.A. had chosen to include a statement on its relationship with other unions, the article probably would have focused on the cooperative efforts of several unions in confronting employers, as with the Federal Theatre Project. These efforts generally produced better results for U.S.A. members than the disputes with other unions over work rules and jurisdiction.

The *Almanac*, of course, does not record the union's success or failures in dealing with producers and employers. If it had, the formulation of contracts for scenic and costume designers, stock artists, mural artists, and diorama workers would have been at the top of the list of U.S.A.'s achievements. Such accomplishments were not unique to U.S.A.; in general, the period from 1936 to 1945 saw important gains

by organized labor.¹⁶⁰ Unions' successes, of course, were not without their detractors, even in theatre. In 1943, George Freedley accused greedy unions of running up production costs and abusing their power by featherbedding contracts, as with the musicians' requirement of ten performers for a play that calls for only a piano player.¹⁶¹ Writers in the scenic industry felt that "unions can pretty much have things their own way."¹⁶² However, the protracted battles between producers and the United Scenic Artists, whether over the recognition of the costume design contract or the implementation of a maintenance scenic artist on all Broadway productions, prove that the union's progress did not always come quickly or easily. U.S.A.'s advancement of its members' professional status is especially impressive when we consider its relatively small size in comparison to the stagehands' and musicians' unions.

In 1924, even the most prescient members of the United Scenic Artists could not have predicted the changes twenty-one years would bring to the union and the industry. In 1945, however, U.S.A. members had a sense of where their profession was going. A few members might

¹⁶⁰ Zeiger, 107.

¹⁶¹ Freedley also claimed the demands of creative personnel, especially star performers and playwrights, were inflating the economics of production. Hughes, 483.

¹⁶² Burris-Meyer and Cole, 33.

have anticipated the growth in university theatre design programs or the birth of Off-Broadway, but more than a few members were already concerned with the jurisdiction of a new experimental medium that was certain to take-off after the war: television.

CHAPTER THREE: NEW FORMS AND NEW FIGHTS, 1946 - 1969

It's not our job to judge the script or to judge the producer's reasoning. We're professionals. If you have a chance to design a setting, just do it. Don't be a snob.

- Ralph Alswang to Lester Polakov

In the period following World War II, American unions encountered greater legal barriers. Congress had become less sympathetic to labor since the Depression, and after a post-war wave of strikes, it passed the Labor-Management Relations Act of 1947. Also known as the Taft-Hartley Act, the law curtailed organized labor's right to strike. The law also permitted states to forbid union security ("union shop") clauses, weakening labor's position in these newly-dubbed "right-to-work" states. Twelve years later, the Landrum-Griffin Act, written in response to union corruption scandals, saddled unions with strict standards of conduct and new levels of accountability. The post-war period was also one of stability and security for most unions. An important new chapter in the history of American labor began, when in 1955, after years of bitter competition, the A.F.L. and C.I.O. combined their strength in a merger. A growing gross national product and improved purchasing power through the 1950s created a strong economic climate and an affluent working class. Real wages increased steadily from the late forties through the sixties, and union negotiators won new levels of nonwage compensation, or fringe benefits. By 1969, pensions and employee health plans were considered commonplace, thanks to the efforts of organized labor. Together, the

increased legal restrictions on unions and their expanded benefit packages yielded a particularly cumbersome product, the lengthy and complicated collective bargaining agreement.¹

For the members of the United Scenic Artists, the decades following World War II provided important evolutions in the entertainment industry. Declining Broadway production was compensated by developments in other sectors of the entertainment industry—such as the creation of network television, the birth of Off-Broadway theatre, and increased motion picture production in New York. Though these changes provided important employment opportunities for U.S.A. members, they also supplied the union with new responsibilities, such as establishing contracts with new employers. U.S.A. also faced disputes in unfamiliar spheres, the most formidable being a suit filed by the federal government that challenged the union's essential structure. The new forms of production and the new fights in legal arenas simultaneously expanded the commercial potential for scenic art and restricted the individual capabilities for union designers. Consequently, some designers, like the one quoted in the epigraph, appeared more concerned with the commercial matters of designing than the aesthetic ones.²

¹ Zeiger, *American Workers*, 102-144, 138-154, 187.

² Polakov, *We Live*, 155.

Theatrical Production Following World War II

Though other industries enjoyed a post-war boom in the years immediately following the armistice, Broadway continued to struggle economically. Producing expenses had increased dramatically, and by the end of the 1940s, producing and running a show had become so costly that some plays ran for five months without recouping their investment.³ Meanwhile, fiduciary support was dissolving. Hollywood studios, which had provided a great deal of financial backing in wartime, began to cut their theatre investments. For example, during the 1947-1948 season, motion picture investors paid \$4 million, but the following year they provided only \$90,000—a decrease of almost 98%.⁴ As the industry changed, individual producers no longer wielded great influence in the theatre, having lost their authority to investors, to directors, and to unions.⁵ During this period, 80% of Broadway actors were unemployed, and a report commissioned by Actors' Equity determined that theatre had “no visible relation to modern industry.”⁶ Theatre professionals assembled in a general emergency meeting, in which Boris Aronson, a U.S.A. designer, said, “The theatre is an organized calamity.

³ Hughes, 474.

⁴ Hughes, 472.

⁵ Barnard Hewitt, *Theatre U.S.A.:1665 to 1957* (New York: McGraw-Hill, 1959), 485.

⁶ Atkinson, 417.

I think that even the theater's mistakes are deteriorating."⁷

Among the offerings of the post-war Broadway, audiences witnessed acclaimed original productions of dramas by the emerging playwrights Tennessee Williams and Arthur Miller. Directors like Elia Kazan and actors trained in "the method" infused the theatre of the time with a fresh and vibrant intensity. The scenography of the period paralleled the drama by "mingl[ing] realistic with conventional elements in highly formal patterns."⁸ At least one critic found post-war scenic design lacking; Norris Houghton (who may have held the minority opinion) felt material shortages during the war should have prompted the designers to seek more experimental forms of scenic expression.⁹ Broadway scenic design continued to be dominated by Jo Mielziner, who provided the settings for landmark dramas like *The Glass Menagerie* (1945), *A Streetcar Named Desire* (1947) and *Death of a Salesman* (1949), as well as for popular musicals like *South Pacific* (1949).¹⁰ His innovative use of scrim curtains and penchant for seamless scene changes helped create a cinematic and expressionistic style for the post-war theatre

⁷ Atkinson, 417.

⁸ Hewitt, 484.

⁹ For Houghton, the most effective scenic designer was his former mentor, Robert Edmond Jones. Larson, 139.

¹⁰ Larson, *Scenic Design*, 139-141. Hughes, *A History of American Theatre*, 478-79.

that influenced generations of designers.

To keep abreast of the changing economy, the United Scenic Artists renewed talks with the League of New York Theatres during the late forties. The scenic designer's minimum design fee had not been raised since 1929, and by 1947 many designers were charging over twice the union's minimum of \$500. The union proposed doubling the minimum (to \$1000) with supplementary fees for additional settings (\$500 per setting), but the producers objected vehemently to the idea. When U.S.A. promulgated new design rates at a compromised rate (\$850 for the first set and \$400 for the next four settings), the League's lawyer, James Reilly, accused the union of fixing prices illegally (an allegation that later would prove problematic for U.S.A.).¹¹ Though the higher designer fees contributed to increased production costs, they reflected the fair market value by matching or falling below the fees some designers had already independently negotiated.¹²

The League talks also covered costume designers, though the focus was not on minimum fees, but on payment guarantees and work rules. Union costume designers were still struggling to be accepted as professionals. Payment was often a problem, and several costume designers turned to U.S.A. when they did not received full payment from producers. Lou Eiselé

¹¹ U.S.A. Collection, File 3-15.

¹² The increase amounted to a 65% increase over the previous rates, while some union designers were already receiving 150% above the previous rates. Letter, 15 January 1947. U.S.A. Collection, File 1-47.

and Travis Banton, for example, appealed to the union to resolve producers' debts, which ranged from \$85 to over \$1600.¹³ To ensure full payment, U.S.A. added a clause to the costume designer's standard contract in 1946 that required producers to supply full advance payment, a stipulation that had been a standard feature of the scenic designers' contract for several years (since 1941). The new costume designer's contract also included more specific work rules, such as expanded definitions of costuming that included "costume finding," (coordinating the purchase or rental of costumes instead of designing them from scratch).¹⁴ Because producers often hired unqualified, non-union personnel to design modern-dress productions, union officials set the rate for finding costumes lower than for designing costumes (\$15 per designed costume vs. \$10 per "found" costume), to encourage producers to commission U.S.A. designers for all shows.

U.S.A.'s negotiations with the producers highlight the different struggles of union scenic and costume designers. Although producers objected to the scenic design fees, producers usually hired union scenic

¹³ Eiselé's disputes involved payment for extra designs that were not included in the original contract. U.S.A. Collection, File 2-15. Producer David Wolper owed Banton for costumes used in the 1944 flop *Glad to See You*, but union representatives succeeded in collecting only half of the contested fee. U.S.A. Collection, File 1-10.

¹⁴ Contract, U.S.A. Collection, File 1-53. This contract was in full effect by 15 September 1946— perhaps as early as 15 July (union records contradict each other). U.S.A. Collection, Files 1-53 vs. 4-23.

designers; union costume designers, however, were not as regularly employed by producers. This may be the result of prejudice against the craft (by those who belittled the effort of designing characters' clothing), or perhaps the result of a gender bias: though many of the union's costume designers were male, a long-standing notion in theatre is that most costume designers are female. The union's efforts on behalf of costume designers were affecting change, albeit slowly: one costume design member wrote to U.S.A. officials, "I feel you are making stage costume designing much more practical and profitable for artists than it was when I tried it some years ago."¹⁵

After the war, the union's relationship with the scenic shop owners was rather contentious and union scenic artists periodically went on strike for wage increases. Negotiations with the Theatrical Contractors Association in 1949 were deadlocked after the shop owners refused to grant a fifty-cent wage increase and 21 union scenic artists in nine studios walked off the job.¹⁶ State mediators were assigned to the dispute, but a group of independent producers were the key figures in resolving the contract battle. At least three Broadway-bound productions (*Forward the Heart*, *The Big Knife*, and *At War with the Army*) were threatened by the strike, but the producers of each show vowed

¹⁵ Gwen Cummings' Letter, 8 July 1946. U.S.A. Collection, File 1-53.

¹⁶ In 1947, chargemen scenic artists received \$4.70 per hour or \$164.50 for a 35 hour week. Journeymen scenic artists were receiving \$3.75 hourly, or \$131.25 per week. Letter, 15 January 1947. U.S.A. Collection, File 1-47.

to open according to their original production schedules.¹⁷ These producers then hired scenic artists directly or had the scenery completed in shops not affected by the strike, and the remaining studios were forced to capitulate within a few weeks.¹⁸

As during the 1919 strike with the scenic shops, an organization not directly involved in the dispute was instrumental in settling the strike. In the earlier case, it was a union, Actor's Equity, but in the 1949 strike, the influential parties were independent producers. The union's successful resolution of the strike was also a function of the calendar and striking at strategic time. By limiting labor during a period of high demand, the union essentially removed itself from the dispute, and the conflict was repositioned between those employers unwilling to pay the increase (the shop owners) and those who had no choice but to pay the increase (the producers).

As always, U.S.A. members pursued employment in sectors other than Broadway, but usually faced a significant pay reduction when they did. For example, some union scenic artists remained on military payrolls after the war, working for the Signal Corps Photographic Center in Long Island City producing training films and instructional models. These workers received

¹⁷ "Scene Painters Strike; Shows to Open Anyway," *New York Herald Tribune*, 15 January 1949.

¹⁸ "Painters' Strike May Be Settled As Producers Make Individual Deals," *Variety*, 2 February 1949. U.S.A. Collection, File 4-10. "Scene Painters End Strike," *New York Herald Tribune*, 12 February 1949.

less than half the union scale because they were rated as technicians, not professionals.¹⁹ During the 1950s, U.S.A. members were working regularly for independent companies, such as the Metropolitan Opera and New York City Opera. These companies often asked for reduced scales due to their limited budgets and the union provided a compromise; the minimum fees for scenic design for one setting were equal to Broadway rates, but additional settings were supplied at a reduced rate.²⁰ Scenic artists at the Metropolitan Opera worked at a scale lower than independent studios, and costume design for City Opera was at reduced rates.²¹ The union negotiators appear to have provided concessions in these instances because they believed they were not in a position to receive higher fees. Again, for U.S.A., the primary concern was to have union coverage of the jobs rather than receiving as high a wage as possible.

¹⁹ Signal Corps scenic artists received from \$1.61 to \$1.76 per hour, compared to the \$3.75 to \$4.70 received by union members in film studios or scene shops. U.S.A. Collection, File 4-9. Union officers successfully argued for wage increases, but in 1947, the Signal Corps scenic artists received only \$2.51 an hour, which was only 67% of the outside wage. U.S.A. Collection, File 2-5.

²⁰ With one set was the usual \$1175 fee, but for any opera with more than one setting the minimum was the same as for a unit set, which was \$1385. Letter, 14 May 1958. U.S.A. Office Archives.

²¹ Metropolitan Opera Contract, 12 December 1952. U.S.A. Office Archives. Designing costumes was reduced to from \$25 to \$20, finding costumes from \$20 to \$15, and using stock was \$10. Letter, 15 July 1958. U.S.A. Office Archives. Union concessions for City Center and Lincoln Center continued in the contracts made during the mid-1960s. Letter, 30 November 1965. Letter, 11 August 1966. U.S.A. Office Archives.

Two other areas beyond Broadway that provided more employment opportunities for scenic artists and designers were summer theatre and educational institutions. Summer theatre flourished after the war, especially in the Northeast, and by the end of the forties, over two hundred seasonal theatres were in operation.²² Despite the growth of this sector, U.S.A. did not put much effort into organizing it; the stock contract had not been changed since the 1930s, and union records from 1949 indicate that only 20 summer theatres, roughly 10%, had signed union contracts.²³ University and college theatre departments also multiplied during the forties, and by 1947 at least 287 colleges and universities offered degrees in drama or speech.²⁴ Several union members, such as Lester Polakov, Horace Armistead, Donald Oenslager, and Howard Bay, found employment in academia.²⁵

Despite the growth of employment in summer theatres and college theatre departments, U.S.A. officers did not work to establish union scales for such work. They probably considered it impossible to enforce scales in summer stock, and the wages for college instructors was probably high enough and consistent enough that U.S.A. members felt no need to create a

²² Hughes, 480.

²³ U.S.A. Collection, File 1-25.

²⁴ Hughes, 487.

²⁵ Polakov, 99.

union scale (Had U.S.A. tried to regulate theatre instructors, they also might have encountered challenges from teachers associations). The union actually benefitted from the summer stock theatres and college theatre departments since they were source for new members. Four Yale graduates (Eldon Elder, Peter Larkin, and William and Jean Eckart) made their Broadway debuts in 1951,²⁶ and the Williamstown Summer Theatre later provided five successful union applicants within four years of its founding.²⁷

By the fifties, Broadway was benefitting from the general prosperity in the country and the number of new productions per season began to rise again until it hit a postwar high in the 1955-1956 season with 88 new productions. Production expenses continued to grow, especially advertising costs, cast salaries, and costuming expenses. The cost of scenery, the largest single expense before opening night, had doubled from 1920 to 1950. Ticket prices rose to the point of discouraging frequent attendance.²⁸ Because producers faced greater risks, they favored revivals over new plays, and struggling dramatists found it harder to gain an audience.²⁹ By the late-fifties,

²⁶ Larson, 147.

²⁷ "Williamstown Designers Have Book of Answers For Those Union Exams," *Variety*, 9 August 1961.

²⁸ Hewitt, 483.

²⁹ Hewitt, 483.

play runs had been polarized into either great successes or quick failures.³⁰

During the fifties, scenic designers returned to painterly settings, since it afforded them more artistic freedom and the ability to draw from well-known painters and visual art.³¹ Union records show the demand for scenic painting was so great in 1950 that every union scenic artist was employed during the month of October.³² Some designers achieved intensely emotional effects through their scenography--*West Side Story* (1957) included sets of a "pitiless city" by Oliver Smith and Boris Aronson's sets for *JB* (1958) "swept a ghostly roof up into the awful void of the universe."³³ Other designers felt the preponderance of realistic plays provided few opportunities for creative designs.³⁴

The United Scenic Artists appear to have been part of the trend of rising costs when they raised designer fees in 1955 (scenic design rates

³⁰ The proportion of plays that recouped their investment had remained fairly stable since 1927, at around 21%. Moore, 11.

³¹ Larson, 150-151.

³² U.S.A. Collection, File 2-41.

³³ Atkinson, 447, 435.

³⁴ Charles Elson, "United States of America", in René Hainaux and Yves-Bonnat, *Stage Design Throughout the World* (New York: Theatre Arts, 1956; 1970 reprint), 30.

increased by almost 40% and costume design rates by almost 20%).³⁵ Though this contract was promulgated, as the contract in 1947 had been, the increase was not unreasonable, since it was the first rate increase in eight years. Though producers complained that union salaries were too high, payments to the union crew comprised only 5% of a production's overall budget.³⁶ Increased production costs meant that designers had to work within a short period, usually three to six weeks, to execute their design. Moreover, theatrical designers faced more intense competition due to a larger pool of available designers (coming from the colleges) in a shrinking market.³⁷

In addition to the regular issues of pay rates and employer negotiations, the United Scenic Artists faced a new problem in the 1950s, illegally imported scenery. Foreign productions had appeared regularly in New York since the end of the war, presented by European producers and repertory companies, often with the aid of American producers.³⁸ Theatrical

³⁵ Scenic design rates were raised to \$1175 for the first set, and \$500 for second settings, and costume design rates were raised \$5 per costume (to \$25 for each designed costume and \$20 for each "found" costume). Letter, 17 November 1955. U.S.A. Office Archives.

³⁶ Moore, 50-51.

³⁷ Elson, 30.

³⁸ During the late 1940s several foreign companies like the Old Vic Company, the Gate Theatre of Dublin, the D'Oyly Carte Opera Company, and the Habimah Theatre presented plays in New York with their own scenery. American producers like Gilbert Miller, the Theatre Guild, or Theatre, Inc., temporarily merged with foreign producers to import productions from

producers were permitted to import scenery under the Tariff Act of 1930, but only if the entire production was brought over, i.e., with complete cast, costumes, and scenery.³⁹ In such cases, the union required the hiring of a union designer as supervisor (at full scale) and the elimination of the foreign designer's name from the credits. After 1950, however, British producers stopped importing complete productions (due to currency regulation restrictions), and sold their production rights to American producers.⁴⁰ Several of these producers hired American actors and directors, but imported the scenery of the British production, a violation of the Tariff Act that apparently went unnoticed by customs officials. U.S.A. members felt unjustly singled out, since the scenic elements were the only aspect of such productions that were not provided by American personnel.

After the producers of *Women of Twilight*, the twelfth British import of the 1951-1952 season, refused to hire a union designer as supervisor, the

London, like *Winslow Boy* (1947), *The Play's the Thing* (1948), or *Macbeth* (1948).

³⁹ Producers were required to sign a statement that declared "that the theatrical scenery, properties, and apparel covered by the annexed entry have been used abroad by me in such exhibitions and are imported for temporary use by me." "Declaration for Free Entry of Theatrical Effects Under Bond," U.S.A. Collection, File 3-30.

⁴⁰ Letter, 6 March 1952. U.S.A. Collection, File 3-30.

union set up picket lines a week before the show opened.⁴¹ On opening night the picket line swelled to about 150 U.S.A. members, so many that the police asked the union to reduce the number of picketers (to twenty or twenty-five). Opening night reviewers found the play, a melodrama about unwed mothers exploited by their landlady, to be poorly constructed and its scenery "hackneyed."⁴² *Women of Twilight* closed after only eight performances, and several weeks later, the play's primary producer, Joseph Kipness, filed suit against the union. He demanded \$40,000 for lost revenue, as well as \$120,000 in treble damages because he considered the union to be operating illegally as a monopoly.⁴³

At the same time, the union was appealing to a variety of state and federal agencies for help. Treasury officials at the Bureau of Customs agreed with U.S.A.'s query that a producer who imported scenery for use with an American cast and director was violating the current law.⁴⁴ Union officers

⁴¹ In January, the union had announced that it would picket the opening of *Collector's Item*, whose American producer wanted to use the London settings. Because *Collector's Item* closed after only three performances, union strategists set their sights on *Women of Twilight*. *New York Herald Tribune*, 25 January 1952.

⁴² Brooks Atkinson, "Study in Squalor." *New York Times* (4 March, 1952), 38.

⁴³ "Union Sued for \$120,000 over 'Twilight' Scenery," *New York Herald Tribune*, 26 April 1952.

⁴⁴ Letter, 10 May 1952. U.S.A. Collection, File 3-30.

also asked Labor Secretary Ralph Wright to investigate the importation of scenery, and several weeks later, representatives from the Senate Labor and Public Welfare Committee began to look into the problem. Producers submitted a memorandum to the Senate committee that claimed "plays performed with foreign scenery are so rare in the American theatre as to be almost negligible,"⁴⁵ but they could not prevent the introduction of a bill that would tax all foreign scenery imported for new productions.⁴⁶ In New York, producer Joseph Kipness was subpoenaed to appear before the assistant deputy City Collector to determine if he owed import taxes on *The Women of Twilight* scenery.⁴⁷

Union officers and representatives from the League met several times during the spring and summer of 1952 to reach a compromise. In the final agreement, the union reasserted its demand that in all circumstances a union designer was to be employed as a supervisor, and when necessary, a union costume designer was also to be hired.⁴⁸ The agreement also required the

⁴⁵ Memorandum, 4 April 1952. U.S.A. Collection, File 3-30.

⁴⁶ Bill S. 3126, 7 May 1952. U.S.A. Collection, File 3-30. This bill apparently was never enacted (union records do not provide any further references to it).

⁴⁷ Clipping, *New York Times*, 10 March, 1952. "Scenery Union Seeks U.S. Aid," *New York Times*, 19 March 1952. United Scenic Artists Clipping File, Billy Rose Theatre Collection of the New York Public Library at Lincoln Center.

⁴⁸ Agreement, 16 December 1952. U.S.A. Collection, File 3-16

League to notify the union of a producer's plan to use imported scenery, but it provided waivers on artistic and economic grounds. The union would allow imported scenery to be used with an American cast, only if it represented "original and artistic work of scenic designers or artists of important cultural value and [was] incapable of being reproduced in American scenic studios," or if it could be "shown that the reproduction of the scenery would entail such extra-ordinary expense as to render the American projected performance impossible."⁴⁹ Kipness dropped his suit against the union, after a formal apology was issued by the U.S.A.'s president and business representative.⁵⁰

The imported scenery conflict demonstrates the potential of U.S.A.'s influence within the industry. The dispute had ramifications for other unions, since the other unions decided to postpone contract talks or limit their demands.⁵¹ Though U.S.A. refused to take credit for closing the play (the union attributed the play's short run to bad notices and not its own public demonstrations), U.S.A. was able to encourage several government investigations and bring significant outside pressure on the producers. Perhaps most important, the dispute produced the first formal agreement

⁴⁹ Agreement, 16 December 1952. U.S.A. Collection, File 3-16.

⁵⁰ U.S.A. Minutes, 12 January 1953.

⁵¹ The other unions were Actors' Equity, I.A.T.S.E., the Dramatists Guild, and the Association of Theatrical Press Agents and Managers. "Stagehands Union Bides Time On Pact," *New York Times*, 20 August 1952, 20.

between the United Scenic Artists and the League of New York Theatres. Heretofore, the union had included the League in its discussions of designer's pay rates and asked for a contract several times, but the producers always rejected formal agreements because they did not want to acknowledge U.S.A. as the official bargaining unit for designers. Though the agreement did not end the importation of scenery completely, the union benefitted by forcing the producers to recognize its right to exist through legal pressure. (The agreement reflected the split that still existed within the union, however, since it provided some protection for designers, but contained no provisions for scenic artists who lost employment opportunities when scenery was imported.)

As for most labor unions, a major concern for U.S.A. after the war was the expansion of benefits available to members. The U.S.A. membership voted to develop a welfare and benefit fund that covered hospital costs, sickness and disability insurance, an increased death benefit, and a retirement plan. Union officers had tried to obtain benefit payments since 1945, but did not achieve their first success until negotiations in the fifties.⁵² In 1952 contract negotiations were deadlocked once again, by the shop owners' demand for the elimination of the unions rotating steward system and the

⁵² In October 1945, the union suggested a pool for the United Scenic Artists Benevolent Association, by contractors paying 5% of payroll, and members taxed at 2%. In 1947, U.S.A. pressed for producers to contribute to the fund, by paying .75% of the contract fees to the fund, but this was not part of the final agreement. U.S.A. Collection, File 4-23 and 4-35.

union's push for a 10% wage increase.⁵³ After a month-long lock out, which affected 80 union scenic artists, the two parties reached a compromise.⁵⁴ The shop owners succeeded in changing the steward system--the final agreement stipulated that each studio would establish a minimal crew, with the shop steward chosen from that crew--and the scenic artists gained a minor wage increase. The most important element of the new contract, however, was the allocation of payments to a union insurance fund for the first time.⁵⁵

Also during this period, U.S.A.'s business representative began collecting fees for theatrical scenery that was "reused" on television, which were also put into the union's trust fund. Though the funds provided minimal benefits, limited reimbursements for medical expenses, and Christmas checks for retired members, they were completely financed by employer contributions.⁵⁶ U.S.A.'s benefit funds were later strengthened by an actors' strike in the sixties. Members of Actors Equity went on strike

⁵³ For several years, the scenic contractors had been contesting the union's steward system (in which union representatives were delegated to the shops from a list of unemployed members), complaining that many of these stewards were incompetent and reported to work drunk. U.S.A. Collection, File 4-5. Clipping, hand-dated 26 June 1952, U.S.A. Office Archives.

⁵⁴ "80 Scenic Artists Returning To Jobs," *New York Times*, 22 July 1952.

⁵⁵ U.S.A. Collection, File 4-49.

⁵⁶ Members who were sick or hospitalized could apply for \$176.75 (one week's wages for a journeyman in 1962). 54 retired members received checks for \$50 at Christmas. Letter, 4 April 1962. U.S.A. Collection, File 3-23.

against Broadway producers from 1 June to 13 June 1961 in order to gain their own health and pension plan.⁵⁷ The administration of New York City participated in the negotiations after it became apparent that the actors were willing to wait out a long strike (the episode was dubbed “the Broadway Blackout”). City officials then agreed to ease the burden on producers by rescinding the city’s 5% tax on theatre tickets. Equity and other theatre unions then persuaded the producers to apply the monies that would have been lost to the city tax to their union benefit funds. A few months later, in the fall of 1962, the United Scenic Artists Pension and Welfare plan was formally adopted.⁵⁸

As with most craft unions (in which members might work for several employers in a short period), the benefit fund was operated by the union and not the employer. By serving as the fund manager, U.S.A. became a more significant force in its members lives. The union members began to look to the union for more services and became reliant on their union colleagues who managed the benefits. Though the benefit funds were established to provide the best protection possible for U.S.A.’s individual members, it also helped strengthen the union as a whole.

During the late fifties and early sixties, U.S.A. faced legal battles of

⁵⁷ Actors’ Equity Association file, Billy Rose Collection, New York Public Library for the Performing Arts.

⁵⁸ Newsletter, February 1979, U.S.A. Office Archives.

magnitude it had never encountered. Several union designers were confronted by the Internal Revenue Service after the war regarding their income tax classification. Because the I.R.S. considered designers to be independent contractors, the designers were told to pay unincorporated business taxes. Since the business taxes were significantly higher than personal income taxes, the designers turned to the union for help in establishing their status as employees. After several years of hearings and trials, a court decided in 1959 that union scenic designers were not subject to the unincorporated business tax.⁵⁹

Unfortunately for the United Scenic Artists, the I.R.S. ruling provided little influence on the case the union was fighting simultaneously with another arm of the federal government. In 1956, federal investigators began probing the theatrical industry in New York City, possibly spurred on by the 1955 court decision against the Shuberts for restraint of trade.⁶⁰ In March 1957, U.S.A. was notified by the Department of Justice that it was being investigated for possible violations of the Sherman Anti-Trust Act. Though the Sherman Act usually exempted labor unions, federal investigators questioned whether U.S.A. was operating as monopoly of independent contractors. They argued that since designers maintain their own offices and employ a regular staff, union designers functioned as independent

⁵⁹ Newsletter, March 1975.

⁶⁰ Poggi, *Theatre in America*, 26.

contractors, not workers protected by a collective bargaining agreement. They contended that the designer's retention of copyright for designs demonstrated his or her position as an entrepreneurs, not an employee. The Justice Department therefore believed U.S.A.'s practice of setting minimum design fees might create a monopoly within the theatre industry, especially since union scenic designers were required to work only with union costume designers and vice versa.⁶¹

During their preliminary meeting with federal investigators, U.S.A. representatives defended their practices by comparing themselves to other unions in the performing arts. They cited the musicians' union--whose members often hired other members to form ensembles--as another union in which the traditional employer-employee model did not apply. The union also referred to the agreement for the Screen Actors' Guild, which provided copyright protection for performers' creative work. Justice officials admitted that the application of the law in the case was unclear, but that they planned to proceed with the complaint in order to obtain a legal clarification.⁶² The

⁶¹ The Sherman Act, which applies to cases of interstate commerce, was invoked in this case because pre-Broadway tryouts and road companies often appeared in several states.

⁶² U.S.A. did not have to go to court, but the union chose to fight rather than give up some of the practices and standards (like setting minimum wages for designers and maintaining ownership of designs) that its members had worked for decades to maintain. Justice officials recommended the union fight the case to clarify the law, as it could have a bearing on the rights of other creative personnel in the theatre. U.S.A. members were reassured that because no evidence suggested criminal intent or lack of good faith, the suit

union members felt they had little choice but to proceed with their case, despite the great legal costs, because the union's existence was at stake.

During the subsequent hearings, attorneys for both the union and the government referred to a 1945 case in which a theatre union was found guilty of restraining trade through a closed shop. In *Ring v. Spina*, the New York (federal) District Court ruled that the Dramatists Guild's Minimum Basic Agreement was illegal, because the traditional employee-employer relationship did not apply to the playwright-producer arrangement.⁶³ The court also ruled that the Guild was not a labor union entitled to exemptions from the Sherman Act, and that playwrights were guilty of restraining free trade by operating a closed shop (when they refused to work with producers who had not signed the Guild's contract).⁶⁴ The union's attorney, Erwin Feldman, challenged the government's analogy to U.S.A., pointing out that playwrights have a finished product (a complete text) before they enter into agreements with producers, while scenic designers are hired to provide a service. The Justice Department's argument was weakened by the fact that the *Ring* decision was later reversed and the legality of the playwrights' agreement was left unclear. Feldman argued for dismissal on the grounds

would not charge individual union members nor involve any penalties. Report, 25 February 1957, in U.S.A. Minutes, 5 March 1957.

⁶³ Ring was a producer who sued the playwright Spina, after the dramatist pulled out of a contract for a musical that was in development.

⁶⁴ *Federal Reporter* 166, F. 2nd (St.Paul: West Publishing, 1948), 546 -550.

that the Justice Department had neither prosecuted the Dramatists' Guild nor pursued a definitive decision on the legality of the Guild's contract with producers.⁶⁵

Despite years of preliminary hearings, the case went to trial in 1961. During the trial, Justice officials also questioned the closed-shop clause in the designer's contract that required producers to use only union painting contractors.⁶⁶ In December 1962, government lawyers submitted a consent decree that would end the trial, but put new limitations on the union's practices. If the union accepted the decree, U.S.A. was forbidden to compel producers who hire union designers to use union painting contractors, or from forcing designers or contractors to join the union. Similarly, union designers, scenic shops and costume shops could no longer be penalized for working with non-union designers.⁶⁷ Though they maintained their position, U.S.A. officials had little choice but to agree to the decree because union bank accounts had been depleted during the five-year legal struggle.⁶⁸

⁶⁵ Erwin Feldman, "Brief in Opposition to Government's Motion for Summary Judgement," U.S.A. Office Archives.

⁶⁶ U.S.A. Collection, File 2-44. "Designers Union Must Stand Trial On Government's Anti-Trust Suit," *Variety*, 10 May 1961, 87.

⁶⁷ "Gov't Files For Consent Decree Vs. Scenic Union," *Variety*, 19 December 1962. "Consent Bars Scenic Closed Shop, But 'Contractor' Question Is Moot," *Variety*, 26 December 1962, 41, 45.

⁶⁸ "Decree Accepted By Scenic Union; KO's Closed Shop," *Variety*, 23 January 1963.

By focusing on the closed shop, the consent decree had shifted the basis of the Justice Department's original complaint from the Sherman Act to Taft-Hartley. More important, by abolishing the closed shop, the consent decree eradicated one of the union's strongest protectionist mechanism. U.S.A. had used the closed shop to some success when enforcing the designer's contract during the twenties and the costume designer's contract in the forties. The decree's ban on forcing independent designers to join the union was relatively minor, however, since most designers sought union membership as a sign of professional status. Furthermore, the union did not face a problem with non-union designers taking work from its members; U.S.A. was more concerned with non-union scenic artists and producers not meeting their contractual obligations.

One of the primary concerns that started the suit, whether or not designers should be considered contractors or employees of producers, was left unsettled by the decree. The fact that designers were not definitively declared independent contractors may have been considered a victory for the union's lawyer at the time. The union remained vulnerable to future legal challenges, however, because the decree allowed the government to bring the issue to court again. The consent decree seriously weakened U.S.A., both by what was detailed in the decree and by what was left undecided. The only clear issue was that the union would have to be more cautious in its negotiations with producers and maintain strong legal protection at all times.

During the 1960s, Broadway theatre offered an eclectic mixture of entertainment and dramas. Neil Simon's "thin and agile comedies" made the playwright one of the most commercially successful since Clyde Fitch at the turn of the century.⁶⁹ This era also saw the first productions of Edward Albee and Harold Pinter, who challenged audiences with their unique, stylized visions of humanity. Among the shows on Broadway, audiences found settings that could provide "vitality and aspiration," as Boris Aronson did in his Chagall-inspired scenery for *Fiddler on the Roof* (1964).⁷⁰

For many scenic designers, the critical work was not being produced on Broadway, but in a new sector called Off-Broadway. When the Circle-in-the-Square Theatre presented *Summer and Smoke* in 1952 in a small, non-proscenium theatre, it garnered critical acclaim and started a new movement in opposition to Broadway.⁷¹ Though Broadway occasionally provided plays that addressed social issues, audiences were drawn to downtown theatre companies like the Living Theatre that became known for avant-garde productions like Jack Gelber's *The Connection* (1958).⁷² Off-Broadway's momentum grew steadily during the late-fifties and early sixties, and by the

⁶⁹ Atkinson, 429.

⁷⁰ Atkinson, 447.

⁷¹ Larson, 149-150.

⁷² Gerald M. Berkowitz, *New Broadways: Theatre Across America, 1950 - 1980* (Totowa, NJ: Rowman and Littlefield, 1982), 42.

1963-1964 season Off-Broadway had activity surpassed production rates on Broadway: 90 Off-Broadway shows gave 9,000 performances, while 53 Broadway productions gave under 8,000 performances.⁷³ Broadway's loss of status was poignantly symbolized for many when the Astor Hotel in Times Square was demolished and replaced by an office building.⁷⁴

U.S.A. members were involved in Off-Broadway from its early years, and by 1961, union designers signed 83 contracts for Off-Broadway productions.⁷⁵ Though it did not have an agreement with the League of Off-Broadway Theatres like Actors' Equity, U.S.A. did establish union design rates for Off-Broadway based on the size of the house.⁷⁶ Two rates were determined, one rate for theatres with 199 seats or less and the other rate for theatres with 200 seats or more. These rates were significantly lower than the Broadway rates, but allowed for royalties.⁷⁷

The importance of Off-Broadway for scenic artists had less to do with monetary compensation and more to do with aesthetic development, since Off-Broadway became the site of the greatest experimentation and innovation

⁷³ Moore, 17.

⁷⁴ Atkinson, 455.

⁷⁵ Letter, 4 April 1962. U.S.A. Collection, File 3-23.

⁷⁶ Equity negotiated its first agreement with a group of Off-Broadway theatres in 1949. Berkowitz, 21.

⁷⁷ U.S.A. Minutes, 21 April 1964.

for scenic design during the sixties. Companies in New York (and all over the globe) built new theatres with audiences on three or four sides of the stage, providing union designers with performance spaces that possessed greater flexibility of traditional theatres.⁷⁸ Designers like Eugene Lee and the Performance Group's Jerry Rojo created new environments that incorporated seating areas for the audience into playing areas for the performers.⁷⁹ "Absurdist" drama, happenings, and the theories of Artaud inspired designers to abandon realistic settings, utilize collage technique, employ different types of media, and emphasize tactileness with heavily textured set pieces. Ming Cho Lee emerged as a major force in scenic design in the 1960s by successfully blending these trends in his work. His setting for the 1964 production of *Electra* at the Delacorte Theatre has been described as a landmark design, due to its use of heavy texture, scaffolding, sculptural qualities, and strong conceptual approach.⁸⁰ In 1968, Lee provided a setting for *Hair* which was a collage of street signs and urban images to match the

⁷⁸ Theatres like Washington's Arena Theatre, Minneapolis's Guthrie Theatre, and New York's Vivian Beaumont and Delacorte Theatres. Yves-Bonnat, "Decor: No, Scene Design:Yes," in René Hainaux and Yves-Bonnat, *Stage Design Throughout the World Since 1960*, New York: Theatre Arts Book, 1973.

⁷⁹ Arnold Aronson, *American Set Design*.(New York: Theatre Communications Group, 1985), 69-86.

⁸⁰ Lee apprenticed with Boris Aronson and Jo Mielziner, and among the trademarks of his work are the use of scaffolding with platforms, and visual collage. Aronson, 87 - 104.

play's non-linear expression of contemporary culture.

During the fifties and sixties, designers and scenic artists were experimenting with materials rarely used for theatre production, such as metals, fibers, plastics, and synthetics. These new materials were used for assorted aesthetic reasons (including their optical and acoustic qualities) and practical reasons (they were less expensive or more flexible than traditional materials).⁸¹ These developments in design once again placed the designers at odds with the traditional scenic artists, as illusionistic painting had diminished. Unlike the 1930s, these trends in design did not erupt into debates among U.S.A.'s membership. The scenic artists adapted to the production changes by acquiring new skills, for example, like learning to use celastic (an acetone-treated fabric that stiffens) to create sculpture angels and by adding foam rubber edgings to painted cornices or windows.⁸²

In the decades following World War II, the United Scenic Artists' relation to theatre producers had changed remarkably. Thanks to its own efforts as well as to other theatre unions, U.S.A. had developed a pension and welfare plan that was growing. Designers received formal recognition from

⁸¹ René Hainaux, "New Materials and New Methods," in Hainaux and Yves-Bonnat, *Stage Design Throughout the World Since 1950* (New York: Theatre Arts Books, 1964.) 13-16.

⁸² Faubion Bowers, "Who Paints the Scenery," *Opera News* 33 (8 February 1969), 29.

the producers' group when the League signed its first agreement with U.S.A. Though this agreement was limited to the issue of imported scenery, it was a signal that the producers accepted the union as a permanent organization. Within only a few years, the union was left in a weakened state, due to the protracted fight with the Justice Department. Having lost the ability to tie the employment of union designers with the employment of union scenic artists, the union was once again split along professional lines and further limited in its bargaining power.

In terms of wages, this period offered U.S.A. members mixed results for theatre wages. The rates for scenic artists remained relatively stable, but designers' rates were often subject to wage concessions in negotiations. One factor for such concessions was the increase in available designers and the decrease in opportunities to design on Broadway. More and more designers found themselves working in performance venues not on Broadway, which provided opportunities for artistic experimentation but rarely adequate compensation. By force or by choice, some U.S.A. members left theatre employment to pursue opportunities in other media.

The Advent of Television

Certainly the greatest development in the entertainment industry after World War II was the establishment of an entirely new performance medium, television. Although radio companies had been conducting

broadcast experiments that coupled pictures with sound since the 1930s, the television industry did not develop momentum until the late forties. N.B.C.'s national broadcast of the 1947 World Series drew a record number of viewers, and in 1948, when the three major networks were formally incorporated, forty-six stations were in operation.⁸³ The following year saw the founding of over twenty more new stations, and the purchase of over two million television sets. Within a span of only a few years, an entirely new industry was firmly established on the national map.⁸⁴

Due to its similarities to theatre and film production, and the fact that network production centers were located in New York City, early television provided employment opportunities for U.S.A. members as scenic designers, costume designers, scenic artists, and diorama builders. NBC, for example, opened its first scenic shop in 1946, claiming television's scenic needs were different from traditional theatre and film scenery. NBC developed simplified construction and painting methods, including the use of new materials like plastics, the use of modular stock scenery for quick painting and reuse, and the creation of special optical effects such as rear projections, novel lenses, and on-screen graphics.⁸⁵

⁸³ Michael Ritchie, *Please Stand By: A Prehistory of Television*. (Woodstock, NY: Overlook Press, 1995), 185.

⁸⁴ Hughes, 495.

⁸⁵ NBC executives felt their experiments had advanced the medium. U.S.A. Collection, File 4-16.

Though some U.S.A. members, like Lester Polakov, thought television design was too commercially oriented, others found it to be “a golden brick road to fame and security.” By 1949, 80 U.S.A. members, about 16% of the union, were employed directly by television studios.⁸⁶ Cliff Steigelbauer, for example, was hired by NBC sometime in the late forties, first as a scenic artist, then as a designer. He designed shows (*Lights Out* and *Ripley’s Believe It or Not*) as well as commercials (for Frigidaire and other companies).⁸⁷ Steigelbauer eventually became the supervisor of scenic design for the network, and by 1952 he had a staff of 27 full-time designers (18 scenic and 9 costume) and 19 free-lance designers (13 scenic and 6 costume).⁸⁸ Rouben Ter-Arutunian, a designer who later became well-known for his ballet and opera designs, began working at C.B.S. during the 1950s.⁸⁹ Despite the prejudices some union members had against the new medium, television quickly became a significant employer for U.S.A. members.

U.S.A. members had debated formulating a policy for television

⁸⁶ The percentage is based on an estimate of 500 union members, extrapolated from a 1954 figure that listed the union with 575 members. U.S.A. Minutes, 20 October 1949.

⁸⁷ Stiegelbauer Direct, 727-728. U.S.A. Collection, File 4-15F.

⁸⁸ Designers Assignments, 27 September 1952. U.S.A. Collection, File 3-22.

⁸⁹ Ter-Arutunian later won Emmy, Tony, and Outer Circle Critics awards. Roberta Brandes Gratz, “Setting the Stage,” *Playbill*, 3 April 1968.

employment prior to the conclusion of World War II, but did not establish a television contract for several years.⁹⁰ When the management of a television station agreed to sign an contract for union scenic artists, the union's standard scenic shop contract was used.⁹¹ When specific television contracts were established, they included significant wage concessions for scenic artists and designers. Television executives convinced U.S.A. officials that they were unable to pay standard theatrical rates, but suggested that when more corporate sponsors signed on and commercial production increased, they would be able to pay full union scale. The concern of the U.S.A. members protecting jobs in television was quite strong, since the late forties and early fifties were a gold rush period in which different unions were scrambling to win control of the new television jobs. U.S.A. was competing for jobs with its familiar nemesis, I.A.T.S.E., as well as the broadcast employees union, the National Association of Broadcast Employees and Technicians (N.A.B.E.T.).⁹²

⁹⁰ U.S.A. Minutes, 27 November 1944.

⁹¹ The first U.S.A. contract to include payment for television scenery was the theatre designer's contract, which included provisions for a "re-use" fee if the theatrical scenery was shown on television (usually as part of a variety program like the Ed Sullivan Show). Initially the designer's fee was any "suitable recompense" determined by the union's business representative, but during the fifties, the "re-use" fee was set at one half of the original theatrical design fee. 1957 contract, U.S.A. Office Archives.

⁹² Janet Wasko, "Trade Unions and Broadcasting: A Case Study of the National Association of Broadcast Employees and Technicians," in Vincent Mosco and Janet Wasko, eds., *The Critical Communications Review I: Labor, the Working Class, and the Media* (Norwood, NJ: Ablex Publishing, 1983), 85-111.

U.S.A. officers were skeptical of the networks' promises, but they took the gamble of signing the contract at reduced scales, wanting to ensure they protected their craft jurisdiction within the new medium.⁹³

During the autumn of 1949, the union began its first across-the-board negotiations with the major networks (CBS, ABC, NBC, and Dumont) and one local television station (WPIX). U.S.A. officers demanded the networks pay the full union scale, but television executives again pleaded poverty, claiming that they were operating under a \$2 million deficit.⁹⁴ The union applied to a state mediation board to resolve the conflict and ultimately resorted to a two-week walk out.⁹⁵ After NBC agreed not to hire non-union designers during the strike, U.S.A. suspended its picket lines.⁹⁶ The union's actions provided some positive results, as the T.V. companies offered a 12% increase, which the union accepted. This pay increase was not considered an unequivocal success by U.S.A. members though, since a large disparity (38%)

⁹³ The union entered into its first network agreement with CBS as early as 1947, but the particulars of the contract do not appear to be in the Wagner Archive's holdings. U.S.A. Collection, File 1-47.

⁹⁴ "TV Union Delays Its Picketing Plan," *New York Herald Tribune*, 9 September 1949.

⁹⁵ U.S.A. Collection, File 1-24.

⁹⁶ "TV Union Delays Its Picketing Plans," *New York Herald Tribune*, 26 September 1949.

remained between the television rates and the outside studio rates.⁹⁷

As for the negotiations with theatrical producers, the inclusion of costume designers in the television agreement surfaced as a controversial issue. U.S.A. costume design members pushed for coverage in the television contract, but T.V. executives believed costume designers were necessary only for period dramas, few of which were produced. The approved network agreement did include union costume designers, but provided them with only limited protection: they received the same weekly wage as scenic artists, but when hired on a per diem basis, costume designers were paid almost half the per diem rate of scenic artists.⁹⁸ U.S.A.'s first major network television contract, therefore, was a compromise on almost all fronts; the wage increase that was granted was relatively minor, and the new coverage for costume designers was restricted. U.S.A.'s power in such negotiations was limited by its relatively small size in comparison with the networks' great corporate strength. When one considers the fact that U.S.A. was much smaller than the other television unions, it is remarkable that U.S.A. was able to achieve as much as it did.

Signing the network agreement resolved one dispute, but it also

⁹⁷ U.S.A. Minutes, 5 December 1949. Scenic designers at N.B.C. received \$145 - \$155, costume designers received \$100 per week, and scenic artists received \$110 - \$115 per week. Contract, December 1949. U.S.A. Collection, File 3-13.

⁹⁸ Contract, December 1949. U.S.A. Collection, File 3-13.

spawned new ones. During U.S.A.'s 1949 network strike, I.A.T.S.E. stagehands had superseded the craft jurisdiction of scenic artists by applying wall paper to television scenery. After the scenic artists returned to work, the U.S.A. business representative was forced to contact network shop supervisor and I.A.T.S.E. Local 1 to reclaim the work for the scenic artists.⁹⁹ James Reilly of the League of New York Theatres protested the union's agreement with the networks, because he felt the reduced rates for television stations gave preferential treatment to the competing medium, and he asked for a reduction of scenic shop rates to boost theatre production (which the union did not grant).¹⁰⁰ The scenic shops too were upset that U.S.A. had created a situation of unfair competition, in which it was virtually impossible for them to compete with the network shops because of the sharp difference in wage rates. The members of U.S.A. were learning that in a industry of several media, the work conditions in one sector had ramifications in other sectors.

During subsequent television negotiations in 1950s, U.S.A. continued to urge management to meet the outside rates.¹⁰¹ In 1951, U.S.A. succeeded in gaining the highest percentage increases awarded to any union by the networks, but T.V. rates remained lower than those in independent scenic

⁹⁹ Letter, 16 December 1949. U.S.A. Collection, File 5-1.

¹⁰⁰ U.S.A. Collection, File 3-15.

¹⁰¹ U.S.A. Costume Designers' Minutes, 21 August 1950.

studios.¹⁰² Another important negotiating point in the television contract, was the maximum number of work hours for designers (which the union wanted to limit). The networks, however, felt that designers were “professionals” under the Fair Labor Standards Act, and consequently were expected to work unlimited hours. As it would argue in the Justice Department’s anti-trust suit, the union claimed U.S.A. members legally were “employees” and could have their work hours negotiated. The networks threatened to seek a ruling from the National Labor Relations Board, which could have stripped designers of union representation had the labor board agreed with the networks, and U.S.A. retreated from the issue.¹⁰³

The television producers persisted in minimizing the union’s protection for costume designers. Union officers were able to bring up the scale for costume designers during the fifties, but they regularly discovered non-union costume designers at the networks. Free lance television design contracts from the mid-1950s contained significant differences between costume and scenic designers. Both contracts had provisions for one-time broadcasts (or tele-films) and continuing series, but only the scenic designer contract covered cases where the production was postponed, preempted, or abandoned. Both contracts protected the designer’s sketches and required air

¹⁰² Increases of \$15 to scenic designers and \$20 to costume designers and scenic artists. Contract, 15 November 1951. U.S.A. Collection, File 5-2.

¹⁰³ U.S.A. Costume Designers’ Minutes, 15 November 1950. U.S.A. Collection, File 1-49.

credits, but the scenic designers were allotted greater accommodation during strikes.¹⁰⁴ No difference in designing scenery and designing costumes can account for this lack of equality among contracts, and the responsibility ultimately lay with the union which unable to provide equal protection to its members.

In 1951, the union surveyed members to compare the average annual income for scenic artists and designers working in theatre, motion pictures and television. The data revealed that television was a major employer, but it provided the lowest wages. Sixty-four union members worked as full-time television scenic designers, and they reported the lowest annual income at just above \$8000.¹⁰⁵ Free lance designers earned more, but free lance designers in television averaged about \$1000 less than free lance designers in theatre or film (\$12,000 vs. \$13,000). Journeymen scenic artists at television stations, who had the lowest hourly scale, averaged a little more than their counterparts in the motion picture or scenic studios (\$10,400 vs. \$9100), probably because they had more consistent work schedules. The highest income listed in the survey (\$15,000) was earned by chargeman scenic artists working in theatre or film, but only seven union members had this type of position. A few more chargemen were employed at television studios (a total

¹⁰⁴ Official Television Scenic Designers Agreement, 12 January 1953. Official Television Costume Designers Agreement, 15 January 1954. U.S.A. Office Archives.

¹⁰⁵ Letter, 30 April 1951. U.S.A. Collection, File 5-2.

of nine), but their average income was almost \$5000 less than their theatre or film counterparts.¹⁰⁶ Television employees did receive benefits that were unavailable to union members in other fields, such as paid vacations, but these benefits were offered only to full-time workers.¹⁰⁷ U.S.A.'s inability to bring network wages up to the independent studio rate, then, had a strong impact on many of its members. A lower television scale may have meant that more union members were hired by the networks, but it also meant that those U.S.A. designers and scenic artists would be earning less money than in theatre or film.

After 1952 and a change in television licensing laws, most network television production moved to the West Coast. The United Scenic Artists spearheaded a movement to retain television production in New York, but it was unsuccessful. Most networks maintained their New York scene shops, but due to their reduced production schedules, these shops began to compete for scenic work with the independent shops. The competition became so intense that in 1956 several shop owners appeared before a Senate committee and accused the networks of monopolizing scenery production for television programs. The networks rejected bids from independent studios (even when they were lower than the network's own estimate) and restricted the sale of

¹⁰⁶ Letter, 20 April 1951, U.S.A. Collection, File 5-2.

¹⁰⁷ Television contract, 1 April 1953 to 31 March 1955. U.S.A. Office Archives.

broadcast time to the use of their production facilities. Though the Senate committee sided with the independent studios and ruled that the networks had appeared to have violated fair labor practices, the Senate inquiry does not appear to have created any lasting changes in the operation of the shops.

Ironically, as the union had established the network rates and studio rates, U.S.A. was both the cause of this dispute and its primary victim. Union scenic artists were caught in the middle of the conflict that pitted lower paid, long term scenic artists at the networks against higher paid, short-term scenic artists in the studios. Though the union had contributed to the problem by agreeing to lower rates for television, U.S.A. was unable to resolve it to the satisfaction of union scenic artists, because the networks stood adamantly against raising scales.¹⁰⁸

On occasion, U.S.A. was able to force the network shops to pay the outside rates. In 1957, CBS executives admitted that they had produced a show for another network, and thereby had functioned as an independent scene shop. Consequently, CBS scenic artists were awarded a total of \$2500 to cover the difference between television rates and the normal shop scale.¹⁰⁹ NBC also paid outside shop rates to network scenic artists in 1957 for its production of *La Traviata*, which was broadcast and subsequently toured

¹⁰⁸ U.S.A. Collection, File 4-15H.

¹⁰⁹ U.S.A. Collection, File 4-15H.

around the country.¹¹⁰ The union achieved success in receiving the higher scale in these instances only because they were atypical of standard television production.

Union officials do seemed to have learned from cases like NBC's *La Traviata* that when traditional negotiating tactics failed to raise the network rates, they should challenge the characteristics of television production. In a 1957 arbitration case, the union argued that because video production methods were very similar to motion picture methods, networks should pay the higher motion picture rates for videotaped programs, but the arbitrators did not assent.¹¹¹ Several years later, the union challenged NBC's presentation of the Miss America Pageant with a similar argument. In a 1966 arbitration suit, U.S.A. lawyers argued that theatre rates should have been paid to the network's scenic crew because the pageant was not a television program, but a theatrical event that was televised. The union's argument relied on the fact that the pageant comprised several evenings of performances before a live audience (of which only the final night was broadcast). U.S.A.'s lawyers also pointed out that the settings for previously televised pageants (designed from 1961 to 1965 by U.S.A. member Willis Knighton at CBS) were built and painted by independent studios at theatre rates.

¹¹⁰ U.S.A. Collection, File 4-15A.

¹¹¹ U.S.A. Collection, File 4-15H.

Lawyers for the network argued that the pageant's series of evening performances were preliminary phases of the competition and that they functioned as rehearsals for the final broadcast, i.e., they were not intended primarily for "consumption" by a theatre audience. Ironically, the network's strongest witness appears to have been drawn from the union's own ranks. Herb Andrews, the NBC art director who designed the pageant, testified that he had specifically taken the aesthetic demands of television into account when designing the scenery. For example, Andrews was concerned that scenery was built in scale to the human figure, and consequently he chose not employ a large map of the country (as had been done for previous pageants), because it dwarfed the contestants when shown in a long distance shot. Andrews was also concerned about the reception of color for the television broadcast; a gold mailbox set piece was sprayed a neutral blue color because the original metallic finish was too distracting on television monitors.¹¹² The arbitrators ruled against the union, deciding that the pageant was a television program and that television rates applied. This decision from the U.S.A. vs. NBC arbitration meant that the union members who had worked on the pageant would not receive any back pay covering the difference in wage scales. More significantly, it reinforced the division of pay rates according to medium that the union had been fighting for 20 years.

The creation of television was a mixed blessing for the union. Even

¹¹² U.S.A. Collection, File 4-15C.

after most network television production moved to California, T.V. continued to provide year-round employment unavailable to U.S.A. members working in other fields. The union, however, exerted little control over the industry. The networks were not the first employers to threaten legal action against the union, but they were the first to suggest the union would lose a case before the National Labor Relations Board--a threat that the union took very seriously. Job actions and negotiating techniques that produced favorable results in theatre were not effective in the field of television. The union's failed attempts to equalize network shop rates with those of independent studios, which sent repercussions through out the entertainment industry, was a indication of both the networks's wide influence and the union's limitations.

Motion Picture Production in New York City

After World War II, the studio system of motion picture production was irreversibly altered by a series of external and internal catalysts. As television became more popular, film attendance figures dropped steadily. During the late 1940s, box office income for motion pictures declined so greatly that studios had to cut budgets and reduce personnel.¹¹³ The Hollywood studio system was crushed by a Supreme Court decision that required the studios to cease exhibiting their own product and to sell their

¹¹³ Hughes, 494.

cinema chains. As films became independent projects of individual producers, motion picture production began to resemble theatrical production.¹¹⁴ During this period, great union battles racked west coast film unions. Hollywood scenic artists and set designers in were caught in the middle of a series of violent strikes and lock-outs. In 1949, make-up artists, set designers, and set decorators who had belonged to the Hollywood painters local (U.S.A.'s sister union) were formally absorbed into I.A.T.S.E. locals after N.L.R.B. representation elections.¹¹⁵

During the same period, changes were occurring to facilitate more film production on the East Coast. In the late forties, New York City officials and several film unions recognized the economic power of motion picture production and worked together to reduce impediments to film production. In August 1947, city officials initiated a program to cut red tape for film producers and reduce the number of municipal permits required for film companies. The director of the City Division of Labor Relations also formulated a pact among the film unions. The agreement, which was signed

¹¹⁴ Gerald Mast (and Bruce F. Kawin), *A Short History of the Movies* (New York: Macmillan, 1992), 287.

¹¹⁵ U.S.A. Collection, File 3-13. Local 829 officials were concerned also about the problems in California not only because the painters' union was losing control in Hollywood, but because I.A.T.S.E. scenic painters from California who transferred to New York expected to work in New York studios. Members of Local 829 were indirectly involved in these labor problems, and they collected \$1500 to aid the strikers in their sister Local 644 in Hollywood. U.S.A. Collection, File 1-24.

by U.S.A., the Teamsters, the musicians union, and seven locals of I.A.T.S.E., stated that the unions would refrain from the jurisdictional disputes that had caused much unrest in Hollywood.¹¹⁶

During the 1950s, small film companies sprouted in New York to meet the growing market for independent films, television commercials, series, tele-films and industrial films. The union initially promulgated rates for independent film production based on the independent shop rate, but in 1958 the Film Producers' Association (F.P.A.), an employers' group composed of approximately sixty independent studios, asked for a union agreement. Like the television networks, the F.P.A. wanted to lower union scales in exchange for guarantees of extended employment, but union negotiators resisted and talks were delayed for several months.¹¹⁷ When a compromise was reached in 1959, the agreement contained a complex schedule of pay scales for U.S.A. members, in which scenic artists were paid only on a daily rate, but art directors and costume designers could be employed at several different rates.¹¹⁸ Union officials appear to have applied some lessons they learned from the network negotiations; they did not agree to any long-term wage

¹¹⁶ "Movie Unions Sign Peace Pact Here; City To Aid Industry," *New York Times*, 28 August 1947.

¹¹⁷ Press Release, 31 March 1959, U.S.A. Collection, File 2-25.

¹¹⁸ Designers could be paid by a 35-hour week, a daily rate for seven hours, or a flat fee for feature film work. Press Release, 31 March 1959. U.S.A. Collection, File 2-25.

scales for scenic artists, which would have probably reduced the scenic artists income.

As U.S.A. renewed the F.P.A. contract several times during the sixties, it was able to add more protection and benefits for union workers. In 1962, union members picketed F.P.A. employers for the addition to the contract of a "standby artist" (a scenic artist employed everyday of film shooting), and though the producers considered the demands as featherbedding, they signed a contract that provided some guaranteed work periods.¹¹⁹ As with television contracts of the same period, the 1962 F.P.A. contract made working hours more explicit, and provided contributions to the union's trust fund. After a jurisdictional strike in 1964, the union also won representation of fashion stylists.¹²⁰ Some improvements in the union contract were merely recognition of industry standards that had been established by other, larger unions like I.A.T.S.E. The 1965 contract, for example, limited the work day to seven hours (between 8:30 and 5:30) and provided for travel expenses in some cases, and the 1969 agreement required the employer to pay the union member dues directly to U.S.A.'s office.¹²¹ U.S.A. developed a stronger contract with the independent film producers during the 1960s due to its

¹¹⁹ Union officers must have been pleased by this agreement, since they had lost a similar demand to theatre producers several years earlier. "TV Scenic Artists Dispute Resolved," *Variety*, 15 August 1962.

¹²⁰ Letter, 25 September 1967. U.S.A. Collection, File 4-33.

¹²¹ U.S.A. Collection, Files 2-28 and 2-29.

concerted efforts and those of other unions. The fact that the F.P.A. producers were smaller than the networks also meant that they were a less formidable opponent at the bargaining table.

By the mid-1960s, feature filmmakers were seeking realistic effects by shooting on location and few feature films were produced solely on sound stages. Feature film production in New York, however, had dropped to only 13 films per year.¹²² Mayor John Lindsay planned to make New York City less hostile to the major film companies by relaxing municipal regulations. Fifty permits from assorted city agencies were condensed into one, the film production tax was dropped, a special police unit for film production was established, and municipal agencies lost their power to censor films shot on city property. Lindsay's efforts paid off, and within four years, film production had almost quadrupled.¹²³

U.S.A. took advantage of the improved climate for film production and established a new contract with the major film companies. This contract provided the highest wages for union members: the wage for chargemen scenics were comparable with outside shops, but journeyman artists working in films could earn \$30 a week more in films than scene shops. The contract, which appears to have been modeled on other union contracts, contained

¹²² Mast, 434-37.

¹²³ *Motion Picture Production Unions' Salute to Mayor John V. Lindsay*, 27 September 1968. U.S.A. Collection, File 3-24.

highly detailed work rules designating work hours, over time, transportation expenses, out of town filming, and cost of living adjustments. When this contract was renewed in 1968, additional passages addressed explicit concerns like meal allowances and benefit payments.¹²⁴ The relatively good wages and favorable working conditions U.S.A. members enjoyed while working on feature films was mitigated by the fact that each film was a project unto itself and provided no guarantee of long-term employment.

Though U.S.A. members benefitted from the increase in film production and its high wage rates, the union could claim little credit. Most of the improvements in New York film production were due to changes in film making, government initiatives, and joint efforts by the various film unions. The union's strong contracts were modeled on those of more powerful film unions, and U.S.A. did have to capitulate to some employer demands. The most important act U.S.A. officials performed for their union film workers may have been maintaining a consistent presence, which prevented other unions from claiming jurisdiction over work that belonged to the United Scenic Artists.

¹²⁴ Agreement, 1965 - 1968, U.S.A. Collection, File 4 - 13. Agreement, 1968-1970, U.S.A. Office Archives.

Union Membership

After the war, the membership of the United Scenic Artists was affected by several external and internal developments. The union's membership became more international as more European-born and trained designers worked in the American theatre.¹²⁵ Wolfgang Roth, Leo Kerz, Rolf Gerard, and Eugene Berman were emigrés from Germany and Russia who achieved success in designing for theatre, opera, and ballet in America after joining U.S.A.¹²⁶ The U.S.A. members in the late forties also included internationally recognized painters, sculptures and fashion designers such as Salvador Dali, Alexander Benois, Oleg Cassini, and Isamu Noguchi.¹²⁷ Edith Head, Adrian, and Else Schiaparelli were among several prominent costume

¹²⁵ The English trio of designers called Motley (Margaret Harris, Sophia Harris, and Elizabeth Montgomery) had provided settings for Laurence Olivier's American production of *Romeo and Juliet* in 1940, but most European designers did not gain critical recognition in the United States until after 1945.

¹²⁶ Wolfgang Roth first presented work for American audiences in the 1946 A.R.T. production of *Androcles and the Lion*. Leo Kerz, who studied with Bertolt Brecht in Berlin, made his Broadway debut in 1947 for Katharine Cornell's production of *Anthony and Cleopatra*. Rolf Gerard, another German, became a regular designer for Rudolf Bing at the Metropolitan Opera. Berman, a Russian artist who had achieved critical recognition for his work for ballet during the war, possessed an aesthetic philosophy that every designer should possess an inimitable style which conflicted with union work rules. Berman regularly insisted that he be allowed to paint his own settings, and when was commissioned to design *Don Giovanni* for the Metropolitan Opera in 1956, the union finally granted him permission to paint the drops himself (a monumental task that took an entire year). Larson, 143-49.

¹²⁷ Dali joined in 1941, Benois in 1945, Noguchi in 1946, and Cassini in 1948. U.S.A. Collection, File 1-35.

designers and couturiers who were invited in 1948 to join the union.¹²⁸ The admission of such high profile artists was not without controversy, however. When Marc Chagall was admitted to the union in 1946, for example, both Jo Mielziner and Donald Oenslager protested that he had not been required to take the union exam.¹²⁹ Their objections seemed to have carried little weight, however, as several U.S.A. members felt that the admission of internationally recognized artists gave the union some credibility as an artists' collective. Also, artists like Salvador Dali and Marc Chagall, whose theatrical output was rather limited, were not really in competition with most union designers.

The admission process continued to be debated and refined during the 1950s. By 1951, the exam consisted of two days, one for designing and the other for scenic painting. At that time, many union members were quite unsatisfied with the quality of applicants, especially those scenic artist applicants who were ignorant of basic painting techniques such as sizing a canvas. Though some members advocated for a more stringent exam, the union's business representative pointed out that the employers were satisfied with the caliber of union artists and they saw no need for more rigorous

¹²⁸ Bonnie Cashin at Twentieth Century Fox, Jean Louis at Columbia Studios, Hattie Carnegie, and Molyneux (of London) were other well-known designers invited to join without taking the exam. U.S.A. Collection, File 2-40.

¹²⁹ U.S.A. Minutes, 11 March 1946.

testing.¹³⁰ The union's exam committee, however, added a third day to the entrance exam.¹³¹ While some observers felt the rigorous exam was designed to keep some theatre workers out of U.S.A., the discussion recorded in the union minutes indicates that most members were motivated by maintaining a high quality of union scenic artists. This complicated, intimidating exam became so important in the scenic and design fields that it earned coverage in the *New York Times*.¹³²

In order to address the increased competition among designers that developed during the 1950s, some union members formed business partnerships to offer complete design teams. These partnerships could consist of individual members, such as Trio Design Associates (Perry Watkins, Robert Gundlach, and Duane McKinney) and Motley (Elizabeth Montgomery, Margaret Harris, and Sophia Harris), or they might be composed of several married couples within the union (like William and Jean Eckart, Helen Pond and Herbert Senn, Virginia Dancey and Elmon Webb, and Franne and Eugene

¹³⁰ Some members suggested a training program, similar to that offered by their sister union, the Sign and Pictorial Union, but the business representative explained that the Sign and Pictorial Union could offer a training program because it was much larger. U.S.A. Collection, File 2-41.

¹³¹ Each applicant spent two days concentrating on their choice of painting or design, with the third day addressing techniques of the other craft. U.S.A. Collection, File 2-17.

¹³² "Hopeful Stage Artists Take Three Days of Union Exams at the 'Met,'" *New York Times*, 5 June 1954. Oddly, union minutes do not record who passed the exam, but that the quality of the examinees was considered inferior to previous years. U.S.A. Minutes, 7 June 1954.

Lee). U.S.A. officials objected to these collaborations, however, because they feared the partnerships would undercut individual designers; if a producer signed only one contract for several designers, there was no guarantee that each designer would receive the minimum design fee. When the partners of Trio Associates met with the union's executive board in 1952, the union's lawyer declared that U.S.A. could be considered an illegal combine if it recognized business corporations between members. The board then ruled that all design and execution contracts, including those joint ventures of U.S.A. members, were to be signed by individuals.¹³³ Though the board's ruling was intended to protect union designers (especially those that did not participate in business partnership with other designers), its effect was once again an intrusion on the artistic practices of some designers. The designers who formed these professional partnerships undoubtedly felt some frustration toward the union, since the union's rule was designed to provide legal protection for U.S.A., but it complicated the designers' relations with producers.

The United Scenic Artists did not see itself only as an organization that set work rules for its members, but one that also promoted itself as a

¹³³ Union officials were also troubled about program credit for design teams, especially when it involved pseudonyms like "Costumes by Motley." Though this was less crucial than the issue of contracts and design fees, union officers were concerned that such credits only confused the public and producers, so they discouraged the practice. U.S.A. Executive Board Minutes, 1 July 1952. U.S.A. Collection, File 1-25.

collective of artists. For example, the union mounted exhibitions of members' work on several occasions. A press release for "Scenic Designers Off Stage," an exhibition of U.S.A. members' non-theatrical work, touted the artistic merits of union members: "[The exhibition] proves more forcibly than words can that art bias against trade unions as levellers downward of production norms is not only slanderous and false, but really baseless."¹³⁴ A few years later, another union publication emphasized the economical qualities of the union's members. In a pamphlet promoting union designers and craftspeople for the 1964 World's Fair in New York, union president Howard Bay urged employers to "discover how inexpensively [members'] professional services may be engaged."¹³⁵ The contradictory emphases of these statements, one focusing on artistic merit and the other focusing on inexpensive fees, may be the result of several competing forces: art and commerce. Perhaps the union's schizophrenic image of itself was a product of a commercial industry with pretensions of art, or the result of putting creative personnel in a labor union.

¹³⁴ The 1960 exhibition was entitled "Scenic Designers Off Stage," and was presented with the Corning Museum of Glass and the Smithsonian Institution. Press Release, U.S.A. Collection, File 4-40.

¹³⁵ The brochure, entitled *Put "Theatre" in Your World's Fair Thinking*, resembled the 1941 "Almanac" produced after the 1939 New York World's Fair, and provided a directory of U.S.A. members as well as examples of their accomplishments. *Put "Theatre" in Your World's Fair Thinking*, United Scenic Artists' File, Billy Rose Theatre Collection, New York Public Library at Lincoln Center.

The union's professional jurisdiction changed little until the 1960s. Advances in technology, especially lighting equipment, contributed to the need of a new theatre profession, the lighting designer. The union had resisted early lighting experiments, especially those using slide projections, because they minimized the work of scenic artists. In order to limit the use of projections, the U.S.A. executive board required designers to apply for a special slide projection permit.¹³⁶ Though several designers like Peggy Clark and Jean Rosenthal had specialized in theatrical lighting for many years, they were usually hired as scenic designers or electrical consultants.¹³⁷ Due to the growing need for specialists in this field, the union finally voted to recognize the category of lighting designer in 1962. A new associate body was formed within the union--the first new associate group since the late thirties--to represent lighting designers and establish union contracts and exams for their profession. This was an important addition to U.S.A. because the union became the representative of the three major design positions for theatrical production and expanded its influence over theatrical production.

Associate members, including the new lighting designers' group, protested their limited power within the union, and in 1965 they made a concentrated effort challenging their no-vote, no-voice status. In petitions

¹³⁶ Letter, 23 July 1947. U.S.A. Collection, File 4-23.

¹³⁷ Though Jules Fisher is credited by many with establishing a separate classification for lighting designers within the union, he was indebted to Jean Rosenthal and Abe Feder, for the formation of this profession. Larson, 148.

submitted by the different craft groups (diorama, costume, and lighting), the associate members complained that because they paid the same percentage dues tax as full members did, they deserved more power in the union.¹³⁸ The full members capitulated the following year, after the Department of Labor instituted proceedings against the union for its violations the Landrum-Griffin Act. Associate members gained the right to nominate and vote for union officials, which essentially removed the distinctions between the different classes.¹³⁹ The scenic artists and designers, who originally had invented the associate status for new groups, had lost the internal barrier that helped them maintain a controlling interest in the organization. U.S.A. became a more democratic organization, but because the needs of the different professional groups were on an equal plane, the union's leadership faced greater pressure to satisfy its membership.

The United Scenic Artists did not always make it easy for its members to balancing the creative concerns of their field with the economic and legal constraints of their profession. In fact, by the regulations it made and the image it tried to project, the union may have made the lives of its members more complicated.

¹³⁸ Percentage dues were (and are) paid on a members' income. Associate members paid less in regular dues. U.S.A. Minutes, 14 December 1965.

¹³⁹ U.S.A. Minutes, 22 April 1966.

Conclusion

The actions and advances of the United Scenic Artists in the post-war period paralleled the labor movement in general. Like many other unions, U.S.A. engaged in a number of walk-outs immediately following the war, it developed a pension and welfare fund, and its collective bargaining agreements became more detailed and comprehensive. The advent of television, the birth of the Off-Broadway movement, and the growth in motion picture production provided U.S.A. members with more opportunities as well as more contracts; from 1946 to 1962, the number of contracts covering U.S.A. members grew from four to eighteen. The assorted contracts also created a complicated array of union scales, and despite its efforts over the years, U.S.A. was unable to resolve the inequity of these pay rates in different media.

U.S.A. also resembled the larger labor picture with its increase in female members. By 1970, 40% of adult women in the United States held jobs.¹⁴⁰ Though women comprised only 10% of U.S.A.'s membership by 1964, female membership in the United Scenic Artists had almost doubled the amount from before the war.¹⁴¹ Other changes in the U.S.A.'s membership, such as the inclusion of European members, the addition of a lighting design

¹⁴⁰ Zeiger, 141.

¹⁴¹ Based on a comparison of names in the 1941 and 1964 World's Fair pamphlets.

category, and the elimination of associate status, changed the union from a slightly exclusive group of theatre artists to a collective of people working in American theatre.

By 1969, U.S.A. had all the features of a modern union, with employer-funded benefit plans, a diverse membership, and several bargaining agreements. During the fifties and sixties, the government emerged as a stronger influence on U.S.A. Although the courts occasionally decided in the union's favor (as when designers were declared not subject to business taxes), union designers found they were forbidden to form business partnerships with one another in order to protect the union's legal standing. The 1962 consent decree fashioned by the Justice Department was most likely the most destructive legal decision for the United Scenic Artists since it eliminated the closed shop mechanism that tied designing to scenic painting. Without the contractual bond of the closed shop, the United Scenic Artists consisted of two groups, designers and scenic artists, that possessed professional agendas that differed significantly and occasionally conflicted.

During the various legal battles and the assorted developments in the entertainment fields, union designers continued to explore new aesthetic territory, providing audiences with exciting and fresh effects. Yet however much the union's members wanted to practice their crafts freely, the greater number of bargaining agreements, the changes in membership, and the various legal challenges compelled the United Scenic Artists to expend more

and more resources to protect their professional and business interests. Given these legal and commercial demands, one can understand Ralph Alswang's cynical approach to stage design (as expressed in this chapter's epigraph). By 1969, scenic designers were faced with so many concerns regarding theatre production, their decisions on accepting commissions for work were dominated by legal and financial issues, not aesthetic ones.

CHAPTER FOUR: OLD FIELDS AND NEW TERRITORIES, 1970 - 1995

A designer can earn good money doing television or film, but theatre is another story. The salaries from regional theatres provide enough to pay the rent and eat, but no more. Off Broadway doesn't provide even that. The only time a set designer can actually earn money is on a Broadway show.

- Tony Straiges

After 1970, American unions were confronted with several formidable challenges. The microchip and the importation of goods—especially steel, electronics, automobiles, clothing, and shoes—undermined the strength of traditional building and manufacturing trades. The greater availability of non-union workers also whittled away at organized labor. As a result of the competition from non-union laborers, unions began to grant to contract concessions during the eighties with new intensity and frequency.¹ Ronald Reagan (ironically, a former president of the Screen Actors' Guild) smashed the 13,000-member air traffic controller's union during their 1981 strike, setting a precedent in which employers increasingly resolved labor disputes by hiring replacement workers. The number of strikes plummeted, since workers felt more vulnerable. American organized labor had been weakened to the point that some felt unionism was experiencing a "virtual holocaust."²

¹ Charles Craypo, "The Decline of Union Bargaining Power," in Nissen, Bruce, ed. *U.S. Labor Relations, 1945 - 1989: Accommodation and Conflict* (New York: Garland Publishing, 1990), 18 - 20.

² Zeiger, *American Workers*, 194.

Organized labor did achieve some success during this period. Despite the misfortunes of the steelworkers, the auto workers, and the teamsters (each of which lost at least a half-million members), unions like the American Federation of State, County, and Municipal Employees (A.F.S.C.M.E.) and the Service Employees International Union (S.E.I.U.) grew during the eighties.³ Labor also won favorable court rulings in which employers were fined or penalized. Such victories, however, were achieved usually only after protracted legal battles that demoralized unions and drained their coffers.⁴ American workers also received assistance from their law makers; new statutes addressing health and safety, pension reform, anti-discrimination, and other restrictions for employers were enacted by federal and state legislators. The Occupational Safety and Health Act of 1970 (O.S.H.A.) was a landmark statute for worker protection, although enforcement of O.S.H.A. regulations was sporadic because unions often were left to police employers with little government assistance.

Ironically, worker protection laws siphoned power away from organized labor, since many non-union workers believed the government's supervision was sufficient. By the early nineties, the drop in union membership had become so ominous that even labor's allies had to confess

³ Zeiger, 193 - 200.

⁴ Zeiger, 200.

their belief that the conventional model of unionism had lost its strength.⁵ By the mid-nineties, unions attempted to reverse the trend of shrinking memberships through consolidation, and two massive unions were formed from the merger of smaller unions in 1995. A new textile union was formed when the International Ladies Garment Workers united with the Amalgamated Clothing and Textile Workers, and weeks later came the merger announcement of the United Steel Workers of America, the United Automobile Workers, and the International Association of Machinists and Aerospace Workers.⁶ After the losses in membership and the creation of new industrial unions, the profile of American labor in the nineties was practically unrecognizable from its condition twenty years earlier.

The history of the United Scenic Artists during this period both parallels and deviates from the history of general labor movement. Unlike most unions, the United Scenic Artists grew during the seventies and eighties. U.S.A.'s history resembles that of other unions in its concessions in contract negotiations and its struggle against non-union workers. The challenge for the United Scenic Artists after 1970 was to maintain a strong

⁵ Zeiger, 201-02.

⁶ The International Ladies Garment Workers and the Amalgamated Clothing and Textile Workers formed a new union of 300,000 members called U.N.I.T.E., an acronym for the Union of Needletrades, Industrial, and Textile Employees. Peter T. Kilborn, "Three Big Unions Are Set to Merge, Creating A Giant," *New York Times*, 28 July 1995, A1 and A14. Steven Greenhouse, "One Union Label for Old Rivals," *New York Times*, 3 December 1995, 49 and 54.

presence in their established professional fields, while exploring new geographical territories. The decentralization of the various entertainment fields was also a major dilemma affecting U.S.A., and this chapter examines how the concerns of production in New York and of production across the nation changed the union's composition and structure, requiring it to adopt new agreements with employers, and to expand and develop a national perspective. This chapter also analyzes how the professional identity of U.S.A. members was transformed due to changes in the union's regulations.

New York Entertainment Production

During the 1970s, all facets of New York theatre production were changing. Declining attendance figures forced Broadway producers to adopt a variety of new production and marketing strategies to reverse the trend. To accommodate suburban theatre goers, curtain times were changed from 8:30P.M. to 7:00P.M., then to 8:00P.M. To reach the audiences outside New York, producers turned to their rival medium, television, as an advertising venue, airing the first commercial for a Broadway show in 1972. Producers also sought to bring new audiences to Broadway by staging all-black musicals like *The Wiz* (1975) and *Ain't Misbehavin'* (1978). To counteract the rise in ticket prices, the producers began to offer discount tickets at the TKTS booth

in Times Square.⁷ Broadway producers learned they had to target audiences by addressing economic and lifestyle factors.

Once in the theatres, audiences were exposed to a variety of scenic styles. In 1970, Donald Oenslager enumerated the many aesthetics affecting designers.

He talked about the Pop and Op in painting, the rock musical, the Happening in theatre, the mega-multimedia concerts, the emergence of soft sculpture reflecting the rising awareness of feminism, the fracturing and deconstruction of the linear narrative form in literature and drama. . . . The old rules, the old process, and the existing agendas seemed no longer valid.⁸

Scenic variety could especially be seen in the different settings for musicals of this period. Boris Aronson, for example, provided a sleek, skeletal framework for the modern metropolis in *Company* (1970), while for *Follies* (1972), he created a surrealistic, sculptural collection of platforms and steps.⁹ Tony Walton's highly artificial designs added wit and atmosphere to the medieval setting of *Pippin* (1972), while Eugene Lee created an ominous Victorian

⁷ *Pippin* was the first show to advertise on T.V., and the TKTS booth opened in 1973. Gerald F. Berkowitz, *New Broadwayways, Theatre Across America, 1950 - 1980*. (Totowa, NJ: Rowman and Littlefield, 1982), 168-69.

⁸ Ming Cho Lee, in Ronn Smith, *American Set Design 2* (New York: Theatre Communications Group, 1991), xvi.

⁹ Glenn Loney, "Beyond the Broadway Musical: Crossovers, Confusion and Crisis," in Bruce King, ed., *Contemporary American Theatre* (New York: St. Martin's Press, 1991), 156-57.

factory that invaded the auditorium for *Sweeney Todd* (1979).¹⁰ *Annie* (1976) utilized set pieces resembling photo cutouts, which were both whimsical and nostalgic.

During the early 1970s, designers were still becoming accustomed to their new contract with the Broadway producers, signed in 1971. The 1971 contract was the first formal agreement between U.S.A. and the League of New York Theatres since their compromise on imported scenery in the 1950s.¹¹ U.S.A. officers had approached the League several times during the 1960s for an agreement, but the producers refused to grant the union a closed shop.¹² The producers and U.S.A. finally agreed on a union security clause that allowed producers to hire non-union designers only if they applied to the union within thirty days after being hired.

The agreement covered the designers' duties, pay scales, the minimal period allotted for design, pay rates for union assistants, and imported productions.¹³ Another important feature of the League contract was the

¹⁰ Henderson, *Theater in America*, 216-217.

¹¹ "New Scenic Pact Truly Negotiated; First Set Design Minimum \$2,000," *Variety*, 14 April 1971, 89.

¹² Stuart W. Little, "Set Designers Seek Pact," *New York Herald Tribune*, 12 May 1965. "Scenic Artists, League at Odds On Closed Shop," *Variety*, 2 April 1969.

¹³ The contract, reached after decades of intermittent discussions, was based on the individual design contracts that had been promulgated by the union and tacitly accepted by producers over the years. Agreement between

provision for payments to the union's trust fund, which made it the first contract for theatrical designers to include benefit payments.¹⁴ This contract was also valuable to the union because it reinforced U.S.A.'s claim that designers were not independent contractors. Because the 1962 Justice Department consent decree did not clarify designers' employee status, U.S.A. members needed documentation signed by a group of employers to support their argument that designers were employees of the producer.

Despite this agreement with the producers, U.S.A. remained vulnerable to legal challenges. In 1975, the three major ballet companies in New York, American Ballet Theatre, the Joffrey Ballet, and New York City Ballet, filed charges with the N.L.R.B. against U.S.A., claiming designers were independent contractors and banned from collective bargaining. Though a federal court in New York had recently ruled the members of the directors' union, the Society of Stage Directors and Choreographers (S.S.D.C.), were employees and not independent contractors, the N.L.R.B. ruled against the United Scenic Artists.¹⁵ Consequently, negotiations between U.S.A. and the

the League of New York Theatres and the United Scenic Artists, Local 829 (1970-1973). New York Public Library for the Performing Arts at Lincoln Center.

¹⁴ Initially three percent of the gross design fees, later increased to eight percent. Agreement, 8. U.S.A. Office Archives.

¹⁵ The determining factors in the S.S.D.C. case appear to have been the producer's wide control over all elements of a production, including a director's input. Hobe Morrison, "SSDC Not Illegal Conspiracy, Federal Court Judge Rules; Producers Have Final Control," *Variety* 22 October 1975. During

ballet companies were severed.

The union's contract renewal talks in the mid-1970s with the League of New York Theatres were delayed by the dance groups' law suit.¹⁶ Though the N.L.R.B. decision was limited to the parties named in the suit, it influenced contract negotiations with the Broadway producers since the same lawyer represented both the New York City Ballet and several Broadway producers.¹⁷ In 1976, several members of the League filed an anti-trust suit against U.S.A.¹⁸ Some U.S.A. members were concerned the producers were attempting to bust the union, and the producers used the suit as leverage during negotiations. During contract talks, producers succeeded in whittling away some of the union's demands. The minimum period for designing was removed, and the clause regarding imported productions was significantly weakened. The new contract also changed the method in which minimum design fees were

the 1980s, however, the N.L.R.B. ruled that dancers were independent contractors, and the Florida Supreme Court ruled that the musician members of the Gulf Coast Symphony were independent contractors. U.S.A. Newsletter, December 1983 - January 1984.

¹⁶ The 1971 League contract was renewed in 1973, with minimal changes. Agreement between the League of New York Theatres & Producers, Inc. and United Scenic Artists Local 829 (1973-1976). Lincoln Center Library for the Performing Arts.

¹⁷ U.S.A. Minutes, 6 November 1975. All union minutes after 1972 are housed in the union office archives.

¹⁸ "Broadway Producers Sue Designers Union As Monopoly," *Variety*, 1 September 1976, 69. U.S.A. Newsletter, July and September 1976. All newsletters are housed in the union office archives.

determined, establishing a complicated pay schedule based on the play's genre (musical or non-musical) and the number of sets or costumes. Perhaps the most unusual aspect of the contract was its duration, almost twelve years, with designated periods in which pay scales could be renegotiated.¹⁹ In the union's favor, benefit payments ("pension and welfare payments") were increased, and designers were now provided with weekly royalty payments, called "additional weekly compensation" (or A.W.C.).²⁰

After the union ratified the new League contract in January 1978, the producers dropped their anti-trust suit.²¹ U.S.A. members may have felt they dodged a bullet, but the fact that the suit was not resolved in court may not have been in the union's best interest. Had the court ruled designers were employees, the producers would no longer be able to challenge the union's right to exist and would have lost much of their negotiating leverage. Of course, if designers were definitively declared independent contractors, they would have lost their right to bargain collectively. Because the legal status of designers has never been conclusively decided by a court, however, union designers have remained vulnerable to the threat of litigation by producers.

¹⁹ Welfare payments were increased to 11% of the design fee. Agreement between the League of New York Theatres & Producers, Inc. and United Scenic Artists Local 829 (1978-1989). File OV-8.

²⁰ As U.S.A. had demanded, the contract required withholding taxes to be removed from all payments to designers (in order to maintain "employee" status).

²¹ Newsletters, May 1977 and February 1978.

Designers' ambiguous employee status also made them susceptible to tax codes. Though the I.R.S. had ruled as early as 1959 that designers were exempt from unincorporated business taxes, the agency continued to demand designers pay business taxes during the 1970s.²² During the eighties, producers attempted to persuade designers to sign 1099 tax forms that essentially waived employee benefits. Because such forms did not cover pension and welfare payments, unemployment insurance, disability insurance, worker's compensation, or social security taxes, the 1099 form was considered a union-busting implement.²³ Since producers approached designers individually regarding payment, U.S.A.'s only tactic to address this problem was to act as a clearing house of information and warn its members not to sign the 1099s.²⁴

During the 1970s, the perceived differences between Off Broadway and Broadway productions became more diffuse.²⁵ Though Off Broadway began as an arena of low-budget, experimental productions in the 1950s and 1960s, by 1970 it was firmly fixed in commercial production, to a degree that resembled Broadway theatres only two decades earlier. Of course, a great

²² U.S.A. Newsletter, March 1975.

²³ U.S.A. Newsletter, Spring 1984.

²⁴ U.S.A. Newsletter, March 1981.

²⁵ Ethan Mordden, *The American Theatre* (New York: Oxford University Press, 1981), 310.

disparity existed between the two sectors, and many Broadway designers were frustrated by having to compromise on artistic quality for Off Broadway productions.²⁶

Designers working in Off Broadway found that union agreements could vary from theatre to theatre, a situation that was only made more difficult by the union's refusal to negotiate with the Off Broadway producers' association.²⁷ The union promulgated its Off Broadway contracts, and in some cases, the union engaged in a prolonged job action. The union instituted a boycott of the Juilliard School during the seventies because the school paid performers first-class rates but refused to pay Broadway rates to designers. The dispute was resolved when the union's executive board eventually decided that because it was an educational institution, members were permitted to work at Juilliard for lower rates.²⁸ U.S.A. designers were vexed by the low fees paid by Off Broadway producers (as indicated by Tony Straiges in the epigraph), a situation that was only slightly alleviated in 1983, when the Off Broadway contract included additional weekly compensation for the first time.²⁹

²⁶ Smith, 68.

²⁷ Berkowitz, 52.

²⁸ U.S.A. Minutes, 13 March and 16 October 1973. Newsletter, September 1981, U.S.A. Office Archives.

²⁹ Newsletter, October-November 1983, U.S.A. Office Archives.

Unlike the designers in U.S.A., the scenic artists of Local 829 were able to maintain a position of power *vis à vis* employers during the 1970s. Though the early seventies included periods of high unemployment for scenic artists, U.S.A. was able to negotiate a strong contract with the scenic studios in 1973.³⁰ The contract improved existing non-wage benefits, and most importantly, gradually reduced the work day to six hours, leaving union scenic artists with their shortest work day since the Depression.³¹ Union representatives also gained new ground in their contract with the Metropolitan Opera, which had become an important employer for scenic artists since it maintained a sizeable crew for most of the season and often hired extra workers. The Met had always negotiated its contract independently from the studio operators and had demanded lower rates, but in 1975 the Met's administrators agreed to recognize the same pay scales and work hours as the independent shops.³²

Though these union contracts provided some improved conditions for union scenic artists, their effect was relatively short-term. Within a few years,

³⁰ Periods of high unemployment noted in the union minutes include December 1970 and February 1972. U.S.A. Minutes, 8 December 1970 and 29 February 1972.

³¹ The non-wage improvements were increases in pension and welfare payments (to 11% of a worker's salary), vacation pay (6%), check-off dues provided by the employer, and cost of living adjustments every six months. U.S.A. Minutes, November 1973.

³² U.S.A. Newsletter, April 1975.

several studios faced severe financial problems and they responded by taking extreme measures. By 1976, one studio was on the brink of bankruptcy and two others had moved from New York City to neighboring states.³³ In the face of the shops' financial struggles, the union maintained strong demands, requiring at least one out-of-state shop to pay travel expenses for its union scenic artists.³⁴ The union contract did not provide long-term protection, however, and actually may have exacerbated some scenic shops' financial problems. U.S.A. could have an strong effect on the studios, but the influence did not always yield positive for the union scenic artists.

For U.S.A. members who may have lost jobs when scene shops closed during the mid-seventies, the growing motion picture industry often provided steady employment for New York scenic artists.³⁵ As the decade progressed, film production became a significant employment sector for U.S.A. scenic artists. In 1977, when the union finally signed an agreement with the major motion picture studios, forty-two feature films were shot in

³³ Peter Feller moved his Theatre Techniques studio to Newberg, N.J., and Atlas Scenic moved to Bridgeport, CT. U.S.A. Minutes, 8 July and 7 October 1975.

³⁴ The owner of Theatre Techniques filed suit against U.S.A. Eventually, the case was dismissed by the Court of Appeals in 1981 and Supreme Court in 1982. U.S.A. Newsletter, November 1981 and July 1982.

³⁵ U.S.A. Newsletter, July 1975.

New York, providing 280 weeks of employment.³⁶ One of those films, *The Wiz*, employed so many scenic artists—at one point, ninety-five artists were working on it—that the union’s availability list was completely depleted.³⁷ The summer of 1978 and the spring of 1980 were also periods of high employment, thanks to a great deal of motion picture production.³⁸

The periods of high productivity in filming benefitted both individual union members and U.S.A. as a whole. Designers also profited from the growth in film production in the East, and in 1980, two U.S.A. art directors were nominated for Oscars for their work in feature films.³⁹ Motion pictures had eclipsed scene shops as the primary employers of U.S.A. members; union records indicate the largest two groups within the union during 1978 - 1979 were scenic artists for motion pictures and scenic artists in television.⁴⁰ The strength of motion picture production helped the union’s pension and welfare funds. In 1978, for the first time, the fund received annual

³⁶ U.S.A. Minutes, 24 May 1977.

³⁷ U.S.A. Newsletter, January and February 1978.

³⁸ The availability list was again completely used up in July 1978 and April 1980. U.S.A. Newsletter, August 1978 and May 1980.

³⁹ This may not have been the first time U.S.A. designers were nominated for Academy Awards, but the union promoted this fact in advertisements in trade publications. U.S.A. members were nominated for art direction in *All That Jazz* and costume design *The China Syndrome*. U.S.A. Newsletter, March 1980.

⁴⁰ U.S.A. Newsletter, March 1980.

contributions from employers in excess of \$1 million, due in great part to the motion picture contributions.⁴¹ The union's motion picture contracts were valuable, therefore, not only for setting minimum wage scales and working conditions, but also for providing financial protection for workers away from the work site.

As feature film production in New York increased in the late seventies, so did the shooting of low-budget motion pictures. U.S.A. developed a committee to address film projects budgeted at less than \$1 million, and after conducting a survey of the membership, it produced a schedule of reduced wage scales for low-budget films.⁴² Several members voiced opposition to the reduced pay rates, fearing they would lose ground with the major studios' contract. The committee and its supporters, however, pointed out that this type of production was "a separate entity" in comparison to feature film work, and that by granting concessions, the union was "*generating new employment for our members.*"⁴³ The majority of U.S.A. members, however, were not ready to accept the idea of wage concessions in motion pictures at this time, and the union voted down the low-budget film

⁴¹ As the recording secretary noted in the newsletter, "The term 'milestone' tends to cliché -- but this is truly a milestone for a rather small, but obviously healthy, organization of artists and craftpersons." U.S.A. Newsletter, January 1979.

⁴² This committee also addressed films that were shot on location away from large cities. Report from Business Representatives, 1 November 1978.

⁴³ U.S.A. Newsletter, April 1979. Original emphasis.

proposals.

Opportunities in film and television production continued to grow, and by the early eighties, several new film and television production facilities had been erected in New York.⁴⁴ The Mayor's Office of Film Production announced that 1981 provided a multitude of employment opportunities, as 61 movies, 312 documentaries and student films, and 1,478 commercials had been filmed in New York.⁴⁵ Though the production for television commercials, which had been a staple for many film workers, waned during the eighties, the production of television series prospered in New York. Between 1982 and 1989, television series production in New York increased 230%.⁴⁶

Despite this growth in the industry, or perhaps because of this growth, television production was a troublesome arena for the U.S.A. representatives. One T.V. production could include as many as four different contracts: the freelance designer's contract, the network agreement, the scenic suppliers'

⁴⁴ A selection of recently opened studios, like Astoria Studios, Silvercup, Empire, Cameramart, Phoenix, Filmways, and 212, provided facilities for film and television producers, but 829 personnel believed film employment conditions would not improve until more studio space became available. U.S.A. Newsletter, December 1983 to January 1984.

⁴⁵ U.S.A. Newsletter, February 1983.

⁴⁶ U.S.A. Minutes, 12 September 1989.

contract, and special agreements for a particular series, like *Sesame Street*.⁴⁷ The greatest problem union officers faced in television, and film production, however, was the increasing competition from non-union workers. The figures from the 1982 mayor's office report generated mixed reactions from the film unions, because even though the statistics represented over 12,000 work days, 40% of the work had been done by non-union crew members.

Increased availability of non-union workers weakened U.S.A.'s position at the negotiating table, and during the eighties, union contracts lost restrictive requirements that made them less competitive. As early as 1979, U.S.A. deleted the union security clause from its motion picture contract.⁴⁸ In 1984, producers of television commercials pressured U.S.A. to eliminate the seven-hour day and cost-of-living adjustments. U.S.A. joined with the other film and television unions, and attempted to withstand these changes with a united front.⁴⁹ Ultimately the rivalry between the unions proved to be their Achilles' heel, however, and after N.A.B.E.T. yielded to producers' demands, I.A.T.S.E. also conceded to less-stringent work conditions to stay

⁴⁷ U.S.A. Minutes, 15 July 1986.

⁴⁸ U.S.A. Minutes, 17 April 1979.

⁴⁹ The unions' plans originally included organized efforts against companies that produced commercials outside the United States, public demonstrations against producers and advertising agencies, boycotting the advertised products, and encouraging legislation that provided tax incentives for companies that produced commercials domestically. U.S.A. Newsletter, Spring 1984.

competitive.

Local 829 attempted to resist concessions on work hours, and remained the sole film and T.V. union with a seven-hour work day for several years.⁵⁰ By 1989, however, the union could no longer maintain its position. During a period of high unemployment, the union representative signed a contract for "The Days and Nights of Molly Dodd" which weakened U.S.A.'s standards to N.A.B.E.T.'s standards. These concessions were granted by union officers with the hope they would eliminate some of the financial advantages non-union workers' offered to producers and put union members to work.⁵¹ As television production continued to grow through the nineties, reaching the highest levels since the 1960s, television employers expected to pay as little as possible for labor, union or otherwise, and the unions had great difficulty in controlling wage scales.⁵²

This is not to say, however, that employment in television lead to poverty or that union negotiations were futile. Television projects usually lasted longer than theatre work (several months or years vs. several weeks). The U.S.A. members who worked in television usually found it more

⁵⁰ When a new network contract was ratified in March 1988, it included a fairly standard wage increase of 2% or 3%, with retroactive pay. The contract included some changes in work day structure and holiday provisions. The pension and welfare payments were increased to 12% U.S.A. Newsletter, April 1988.

⁵¹ U.S.A. Newsletter, March 1989.

⁵² U.S.A. Newsletter, November 1994.

lucrative than theatre.⁵³ Union records also indicate that film and television contracts remained vital to the United Scenic Artists' financial security through the eighties. From 1986 to 1991, contributions from feature film production and network television provided the largest portion of income to the union's pension and welfare fund.⁵⁴ Though U.S.A. may have displeased members by agreeing to wage concessions in television, the union provided a valuable service by securing a contract that protected non-wage compensation.

The economic boom of the eighties, and its emphasis on conspicuous consumption, was evident on Broadway with its immense scenery. Musicals became enormous spectacles, with *Cats* (1982) leading the trend. The show's set, an over-sized junkyard designed by John Napier, took over the entire Winter Garden, requiring substantial alterations to the theatre's architecture.⁵⁵ The design team that developed *Cats* also developed other large musical spectacles on Broadway. Napier worked with director Trevor Nunn and lighting designer David Hersey on *Les Miserables* (1986) and

⁵³ Hugh Landwehr and Michael Merritt, in Smith, 91 and 130.

⁵⁴ Feature film production and network television each provided about 22% of the fund's the income. Scenic shops and Broadway producers each usually accounted for 8%. While contributions from regional theatres grew slowly during the period, contributions from commercials diminished. Employer Contributions, 19 February 1991, and 1992. U.S.A. Office Archives.

⁵⁵ Ronn Smith, "Cats: A Tail of Two Cities," *Theatre Crafts* (January 1983), 17-21, 36-39.

Starlight Express (1987). *Starlight Express*, like *Cats*, took the 1970s idea of creating an environment shared by the actor and spectator, and put an eighties spin on it by using the most up-to-date technology. Actors on roller skates raced through the auditorium on tracks that featured plexiglass barriers (controlled by hydraulic lifts) and across bridges that lifted and turned 360 degrees.⁵⁶ Maria Bjornson's designs for *The Phantom of the Opera* (1988), with their grand staircase, fog-laden underground river, and falling chandelier, also provided technologically complicated spectacle, but attempted to hide its technology from the audience.⁵⁷

The interest in spectacle was fostered by directors who made scenic and costume design integral to their productions. Hal Prince, who directed *Evita*, *Sweeney Todd*, and *The Phantom of the Opera* (among others), and Trevor Nunn, who directed *Cats*, *Les Miserables*, and *Starlight Express*, provided Broadway audiences with stories told on a grand scale. Even directors away from Broadway were using design in new ways to engage audiences. Robert Wilson, Peter Brook, Peter Sellars, and Pina Bausch eschewed illusions of reality and attempted to create new, visually captivating theatre. Whether they were in commercial theatres or venues that catered to the avant garde, like the Brooklyn Academy of Music, audiences of the eighties were exposed

⁵⁶ Douglass F. Sisk, "Broadway Steels for Starlight," *Theatre Crafts* (March 1987), 8.

⁵⁷ Michael Sommers, "Assisting a Hit Across the Atlantic," *Theatre Crafts* (February 1988), 32 - 33, 36 - 37, 66 - 67.

to scenery that was assertive and self-conscious.

Despite the increased interest in spectacle, Broadway producers insisted on restraining wage increases for designers when the Broadway contract was opened up for rate negotiations in 1986. Designers were not singled out in this issue; the League provided U.S.A. members with the same percentage increase offered to agreements with I.A.T.S.E., Actors' Equity, the directors and choreographers, and press agents.⁵⁸

During the eighties, the independent scenic shops encountered a variety of obstacles to sustaining production. Settings were imported from Europe and Canada by the New York City Opera, the American Ballet Theatre, the Metropolitan Opera, and Broadway producers.⁵⁹ (Scenic artists were not the only theatre workers affected by imports during this time, as producers regularly brought British actors to play roles or productions that they originated in London.⁶⁰) The scene shops' work schedules had been reduced

⁵⁸ The pattern was 0% increase the first year, 5 1/2% increase the second year, and 5% increase the third year. The minor exceptions were the daily rates and per diem rates for designers, which were increased 30% and 65% respectively. Newsletter, February 1987, U.S.A. Office Archives.

⁵⁹ The union contacted Beverly Sills about importing the settings for *Cunning Little Vixen* from Canada, and she promised to use only U.S. studios thereafter. U.S.A. Minutes, 14 April 1981. After American Ballet Theatre received poorly-executed imported scenery (for their 1980 production of *La Bayadere*), the company agreed to cease importing scenery. U.S.A. Newsletter, July 1980. In 1987, however, A.B.T. once again imported settings from Italy and England. The Broadway production of *Pygmalion* also imported scenery. U.S.A. Newsletter, June 1987.

⁶⁰ Mordden, 298-299.

as well. During the eighties, the Broadway production calendar was shrinking, with only a few show openings at the beginning of the season and then a frantic rush in the spring, just before the deadline for Tony award eligibility. This shortened work calendar meant that the shops had to conduct a year's worth of business within only a few months.

The biggest problem for union scenery shops in the eighties, as in other industries, was the increase of non-union shops. An industry sourcebook from 1985 listed 28 scenic shops in New York, Connecticut, and New Jersey, but only 11 of them were recognized by the union.⁶¹ Two years later, non-union studios continued growing in number and experiencing "ever-increasing prosperity."⁶² With the number of studios increasing and available work decreasing, union scene shops once again faced intense competition for work. Even those shops operating within minimal financial overhead, were forced to underbid other studios to guarantee securing a work order. Some shops would place bids so low that they lost money on any jobs they were awarded.⁶³ Such practices could create massive debts; one shop owed almost \$30,000 in employees' wages.⁶⁴

⁶¹ Association of Theatrical Artists and Craftspeople, *The New York Theatrical Sourcebook*, (NY: Broadway Press, 1985), 313-319.

⁶² U.S.A. Newsletter, November 1987.

⁶³ U.S.A. Minutes, 7 December 1991. U.S.A. Office Archives.

⁶⁴ U.S.A. Newsletter, August 1983.

The operators of the union studios repeatedly complained that the high union rates took them out of the competition and they demanded that U.S.A. provide relief. In 1985, the operator of Lincoln Scenic Studios, which provided scenery for several television shows including *The Cosby Show* and *Sesame Street*, demanded--and received--a contract that reduced pay rates for all television work.⁶⁵ The agreement with Lincoln Studios set a precedent, and after a particularly contentious negotiating period in 1986, the union agreed to establish an industry-wide wage schedule that permitted different pay rates for different types of scenic work. The highest pay rate, the "A" rate, applied to work for Broadway theatre, feature films, and network television. The "B" rate covered independently produced television programs, while the lowest, or "C" rate, pertained to work for Off-Broadway and regional productions (theatre, ballet, and opera) and non-theatrical work (like exhibitions).⁶⁶

The new rates represented U.S.A.'s first major wage concession to the independent scenic studios in the union's history. Though U.S.A. had usually called the shots when dealing with the scene shops, U.S.A. officers were forced by the strong competition of non-union shops to provide givebacks. Union officials hoped the reduced scales would stimulate scenery

⁶⁵ U.S.A. Newsletter, December 1985.

⁶⁶ Scenery Supplier's Agreement Summary (1986), U.S.A. Office Archives.

production and foster employment for union scenic artists. The union concessions had little immediate effect, however, as unemployment rates remained high the following year.⁶⁷ Either the union's pay cuts were insufficient to equalize competition among the shops, or union scales were not the largest influence on the shops' finances.

Though U.S.A. scenic artists encountered greater non-union competition and conceded to wage cuts during the eighties, they gained much needed protection in workplace safety, which was essential since film studios and scene shops could provide many hazards. Scenic artists were regularly exposed to toxic chemicals in paints and finishes, as well as carbon monoxide, asbestos (often added to paint for texture), and vermiculite (used to simulate a dust storm for a motion picture).⁶⁸ These hazardous conditions usually were magnified because work sites often lacked proper electrical systems, adequate ventilation, suitable storage facilities for volatile chemicals, or safety equipment like respirators. These conditions could put U.S.A. members in the hospital, such when as the lightheaded scenic artist fell from a scaffold after prolonged exposure to acrylic spray fumes.⁶⁹ Union members also put themselves at risk through their own carelessness or ignorance, like the

⁶⁷ U.S.A. Minutes, 5 May 1987.

⁶⁸ Reprint from *The Hollywood Reporter*, U.S.A. Newsletter, Spring 1984.

⁶⁹ "New York Scenic Artists Establish Aggressive Health and Safety Program," *The Journal* [I.B.P.A.T.], June 1985, 5.

scenic artist who sprayed lacquer (a flammable substance) in a room with open-flame gas heaters while wearing a dust mask cut with a hole for his cigarette.⁷⁰

The Occupational Health and Safety Act was enacted in 1970, but entertainment unions, U.S.A. included, did not respond in an organized manner for several years. In 1979, U.S.A. appointed an industrial safety committee to create safety standards and establish contractual minimum standards.⁷¹ The union achieved little headway on its own, but in the mid-eighties, it made progress working through a multi-union organization, the Council of Motion Picture and Television Unions (C.O.M.P.T.U.). In 1984, prompted by 829's business representative John Van Eyck, C.O.M.P.T.U. established its own health and safety committee to rectify conditions in New York film and television studios.⁷² In 1985, the union health and safety committee pushed for better workplace ventilation in film studios and inspections by industrial hygienists.⁷³ By 1989, an industrial hygienist had

⁷⁰ U.S.A. Newsletter, November 1992.

⁷¹ U.S.A. Newsletter, June 1979.

⁷² C.O.M.P.T.U. was created by several east coast film production unions in 1974. N.A.B.E.T. locals were originally included, but then they were ousted in 1981 after several disputes with I.A.T.S.E. locals. U.S.A. Newsletter, April 1981.

⁷³ "New York Scenic Artists Establish Aggressive Health and Safety Program."

inspected all New York area scene shops, all contracts included health and safety provisions, and crews at the Metropolitan Opera and the network shops had established their own health and safety committees.⁷⁴ The union's 1990 contract with the scenery suppliers continued to augment worker protection, requiring first aid equipment, heat and fire protection (including fire exits), protective equipment (masks and gloves), a clean eating area, and information on all chemicals.⁷⁵

The union took other measures to assist its members, such as establishing its own health and safety officer and sponsoring a series of seminars for its members.⁷⁶ (These seminars were frequently co-sponsored by groups like the Association of Theatre Alliance Crafts, the Center for Occupational Hazards, and C.O.M.P.T.U.⁷⁷) The union also disseminated safety information through its newsletter, providing instructions for handling toxic materials, background information on the chemical composition of commercially manufactured products, and guidelines for

⁷⁴ U.S.A. Newsletter, April 1989.

⁷⁵ Scenery Suppliers Contract (1990- 1993). 21-24. U.S.A. Office Archives.

⁷⁶ U.S.A. Newsletter, January 1987, U.S.A. Office Archives.

⁷⁷ In 1981, union members participated in a seminar on safety in studio and stage workplaces, sponsored by the Association of Theatre Alliance Crafts. Newsletter, October 1981, U.S.A. Office Archives. In 1982, the Center for Occupational Hazards offered a one-day Theatre Hazards Conference. Newsletter, May 1982, U.S.A. Office Archives.

protective equipment.⁷⁸ After a decade of effort, U.S.A. members faced safer conditions and were better prepared due to the efforts of their union and the cooperation of other unions.

In the early nineties, U.S.A. faced problems in several industries in New York simultaneously. In 1991, for the first time since the pension and welfare funds were created, employer contributions declined from the previous year. This drop was due to several factors: a boycott by film producers, the continued decline of television commercial production, and increasing competition for fewer Broadway shows.⁷⁹ The tempestuous relationship between the New York film unions and the major film companies crumbled in 1990 when the film companies boycotted New York for eight months. The major film studios felt union work conditions were too restrictive, and enacted a kind of geographical lockout. The loss of work proved devastating to union film workers, and in 1991, two key I.A.T.S.E. locals signed new agreements with "the majors." Their contract extended permitted work hours, but also provided substantial increases in benefit payments. A few months later, U.S.A. signed a similar contract with the film

⁷⁸ Monona Rossol, "Introduction to Health Hazards in Theater Crafts," in Newsletter, Spring 1984, U.S.A. Office Archives. Health and Safety Newsletter, n.d. [1980s], U.S.A. Office Archives. Newsletters, April and June 1988, January 1989, and May 1990, U.S.A. Office Archives.

⁷⁹ U.S.A. Newsletter, January 1992.

companies.⁸⁰

Though the new contract provided some improvements in benefit payments, U.S.A. officers were concerned about the change in negotiating power between the film producers and the unions. The film companies had proven they could take jobs away and significantly change working conditions.⁸¹ The unions' strategy to sign the compromised contract does not appear to have been a mistake, for within a few years feature film production in the New York area had returned to high levels of production, and by the autumn of 1994, as many as thirteen films were in production at one time.⁸²

Competition from non-union film crews remained a problem, however, and on occasion U.S.A. was forced to picket to non-union films to secure a union contract.⁸³ As for its negotiations with the major film producers, U.S.A. was influenced significantly by the other film unions' approach to low budget films. In order to reduce the use of non-union crews used by independent filmmakers, I.A.T.S.E.'s East Coast Council (E.C.C.)

⁸⁰ The work week was changed to any consecutive five days and allowed shooting to begin as late as 6:00P.M. at regular scale. Pension and welfare payments were equivalent to an increase from 10.5% to 18%. U.S.A. Newsletter, September 1991.

⁸¹ U.S.A. Newsletter, April 1991.

⁸² U.S.A. Newsletter, September 1994.

⁸³ Union members picketed "The Road to Wellville," filmed near New Paltz, NY, and "Oh No, Not Her!" in New York City. Newsletters, January and September 1994. U.S.A. Office Archives.

formulated a low-budget plan in the early 1990s. Founded by six I.A.T.S.E. film locals, the E.C.C. negotiated with the independent film producers and agreed to concessions on wage rates and working conditions in return for a guarantee that the films were "done" union. The United Scenic Artists, which several years earlier had rejected compromised plans, received permission from the E.C.C. to participate as the new plans and minimum standards were formed. Unlike the plans U.S.A. had considered for low-budget films several years earlier, the East Coast Council plan provided for compensation based on the film's financial success; if an independent film became a box office hit and turned a profit, crew members would receive deferred payments. This plan was fairly successful, since film employment increased in succeeding years, and by 1994, two low-budget features had earned above their costs and were paying deferred payments to union crew workers.⁸⁴

By the early nineties, there was consensus among theatre producers and designers that Broadway audiences expected grand spectacles.⁸⁵ Popular jokes referred to plays using falling chandeliers (*Phantom of the Opera*) or on-stage helicopters (*Miss Saigon*). Even some straight plays with domestic settings received spectacular settings, such as Richard Hudson's skewed

⁸⁴ One of these features was "Above the Rim." U.S.A. Newsletter, May 1994.

⁸⁵ Heidi Landesman, in Smith, 68.

French salon for *La Bete* (1991), with its trapezoidal doors and an enormous chandelier hanging at an unsettling angle. Most of the interiors were realistic, like Santo Loquasto's Depression-era apartment, complete with period furniture draped with antimacassars, for *Lost in Yonkers* (1991). Realistic scenery was impressive to many audiences, and spectators often applauded when presented with well-appointed, attractive domestic settings, such as John Lee Beatty's stylish Hampton beach house in *Lips Together, Teeth Apart* (1991).⁸⁶

By the nineties, several non-profit theatre companies (such as Lincoln Center, National Actors Theatre, and Roundabout Theatre) emerged as Broadway producers, and their strength in presenting straight plays in effect transformed the union's contract with the League of American Theatres and Producer to a musicals-only contract.⁸⁷ When the designers negotiated with the League, the contract talks focused less on design fees and more on non-wage issues. When a new Broadway contract was developed in 1990, the only truly new feature was the inclusion of check-off dues, in which the producer would pay the union member's dues directly to U.S.A.⁸⁸ Negotiations in 1992

⁸⁶ David Richards, "Rooms With a View. . . of the Audience," *New York Times*, 4 August 1991, Arts and Leisure, 1, 5.

⁸⁷ U.S.A. Minutes, 7 December 1991.

⁸⁸ This practice was established to prevent members from falling behind in their payments, and to keep the union in as strong financial health as possible. Check-off dues for scenic artist members had been included in contracts with scene shops for years. Agreement between the League of New

were delayed, when designers insisted producers pay for their assistants and provide compensation for the use of scenery in the Tony awards show.⁸⁹

The final 1993 - 1996 contract with the producers provided minimal alterations: the producer and the designer had to agree on paying assistants, but did not provide compensation for the Tony awards.⁹⁰

Broadway in the early 1990s was experiencing great fluctuations in production. After a lackluster 1990-1991 season, which provided less than 30 openings, the 1991-1992 season saw an upturn in the number of new shows.⁹¹ During the nineties, union scenic shops continued to face financial problems, despite the wage concessions granted by U.S.A. in the eighties. Two New York shops, Metro Scenic and Nolan Studios, folded in the fall of 1991. When Nolan Studios, one of the oldest and most established scenic studios, closed its doors, it owed the union more than \$70,000 in check-off dues and pension

York Theatres & Producers, Inc. and United Scenic Artists Local 829 (1990-1992). U.S.A. Office Archives.

⁸⁹ The existing League agreement contained a clause that exempted payment for the use of the designer's creations "for promotional purposes," which had always been interpreted to include the award show. U.S.A. Newsletter, February, March, and September 1992.

⁹⁰ The contract also stipulated that the union seal was to be included in Broadway playbills, and designers were protected from discrimination based on sexual orientation. Agreement with the League of American Theatres & Producers (1993-1996). U.S.A. Office Archives.

⁹¹ Glenn Collins, "Signs of Hope for Broadway: 22 Marquees Light Up Again," *New York Times*, 3 February 1992, A1, C13.

and welfare contributions.⁹² After Nolan's closed, a Connecticut shop, Showtech, emerged as the preeminent shop, but within a few years, it too faced financial hardships (the union filed suit against the shop because it failed to make payments to the union employee benefit plans).⁹³ The financial problems of the New York studios were exacerbated by the competition from non-union studios, both near and far. In 1991, two new shops, J. Romeo and Showman Fabricators, were listed as non-union in U.S.A.'s newsletter, and scenery for the Broadway musical *The Who's Tommy* (1994) was shipped from the La Jolla Playhouse in California (where the show originated).⁹⁴

Since this was a difficult period for the scenic studios, the Scenery Suppliers balked at a union suggested rate increase in 1994. The union scenic artists refused to capitulate, however, and they walked off their jobs in October. U.S.A. officers then proceeded with the tried-and-true approach of "divide and conquer," presenting the new contract to each shop individually. This strategy was fairly effective, since by December, all but one studio out of

⁹² Management problems at New York City Opera and New York City Ballet contributed to the studio's demise. U.S.A. Minutes, 24 September and 3 December 1991, and 14 January 1992.

⁹³ Business Representatives Report, 15 September 1992. U.S.A. Office Archives. Don Dzikowski, "Showtech hit with \$1.7 million judgment in Nevada dispute," *Fairfield County Business Journal*, 9 May 1994, 3.

⁹⁴ U.S.A. Newsletter, February 1991.

the fourteen had signed the promulgated contract.⁹⁵ U.S.A. scenic artists may have felt no need to make bargains for wage rates, since union concessions in the past did not improve employment rates.

In 1995, theatre unions were criticized once again for strangling theatre production, when a *New York* magazine article suggested one of several methods to “save” Broadway was to bust the unions. The argument relied on the usual criticism against the featherbedding practices of the stage hands’ and musicians’ unions. In effect, the author’s recommendation was not to obliterate the unions, but to hold them to reasonable work rule demands. The author, Michael Goldstein, also blamed over-elaborate set design for inflating Broadway ticket prices. He argued that since musicals have been staged successfully with “bare-bones sets” and that since *Angels in America* (1993) lost \$600,000, utilizing “an elaborate set it didn’t need,” Broadway producers should minimize sets.⁹⁶

Goldstein ostensibly wrote under the assumption that designers intimidated producers into buying spectacle for its own sake. Some other theatre professionals felt that the producers were to blame, suggesting they had abdicated artistic control of the final product. By the nineties, producers served primarily as financial overseers who made decisions to satisfy their

⁹⁵ U.S.A. Newsletter, December 1994.

⁹⁶ Michael Goldstein, “Reinventing Broadway,” *New York*, 29 May 1995, 27 - 33.

backers, and they usually took themselves out of discussions regarding interpretation and style. Because they did not know which aesthetic demands were more crucial and which were less, these producers did not provide the production with a strong artistic vision. As their vision was usually limited to budget concerns, producers often would not provide designers with a budget, presumably for fear the designer would ask for more money. Such a tactic could backfire, however, as designers often created fantastic, elaborate spectacles without a financial context.⁹⁷ By blaming the designers for overly elaborate spectacle on the designers, Goldstein was addressing only part of the problem, and should have held producers more accountable if he wanted to affect real change in Broadway scenic design.

During the late seventies through the nineties, U.S.A. offered more wage concessions to New York employers than ever before in the union's history. These concessions, offered in the different fields of theatre, film, and television, all derived from the same cause, the competition of non-union workers. U.S.A. was able to balance the wage cuts and extended work hours by improving other contract elements, such as pension and welfare benefits and workplace safety. Though U.S.A. often depended on other unions to establish or maintain these conditions, union designers and scenic artists were never forced to work below industry standards. The United Scenic

⁹⁷ Arvid F. Sponberg, *Broadway Talks: What Professionals Think About Commercial Theatre in America* (New York: Greenwood, 1991), 87, 117.

Artists had adapted to industry-wide changes, preserving as strong a presence as possible in a climate in which labor's power was diminishing.

Production Across the Country

After 1970, practically all segments of the entertainment industry had established production centers all across the nation. Regional theatres founded in the 1950s and 1960s were developing strong audience bases and were attracting top rate actors.⁹⁸ The trend for on-location filming that began in the 1960s increased in the subsequent decades, and more feature films and low-budget motion pictures were filmed far away from major cities. Due to the growth of cable television and the greater demand for programs, television production also flourished in new locations; by 1983, facilities in Virginia, Tennessee, and Georgia had emerged as "major centers for television production."⁹⁹ Workers in theatre, film, and television consequently found themselves regularly looking beyond the traditional entertainment cities of New York and Los Angeles for employment opportunities.

To protect the U.S.A.'s claim to scenic painting in the eastern portion of the country, the union adopted an aggressive strategy. In the seventies, U.S.A. set up picket lines against motion picture shoots that were not using

⁹⁸ Berkowitz, 79.

⁹⁹ U.S.A. Newsletter, February 1983.

union scenic artists. Occasionally this pitted the United Scenic Artists against a house painters local, as when U.S.A. picketed the filming of *Brinks* in Boston and *Slapstick* in Johnstown, P.A.¹⁰⁰ For independent low-budget films that were shot on location, U.S.A. took a less forceful position and often granted wage concessions, as long as union painters were employed.¹⁰¹ Some union members argued to hold all film production to the standards of feature film production, but union officers argued that the best picture nomination earned by *Breaking Away* (which was filmed in Indiana in 1979) was a sign that low budget films were "here to stay" and U.S.A. needed to establish a policy for low budget location features.¹⁰²

In order to confront employers, especially motion picture producers, on an equal level during negotiations, the union needed a national perspective. Employers were already well-informed of production standards throughout the United States because they belonged to national conglomerates or had other professional connections. One lawyer affiliated with H.B.O., for example, also served as a negotiator for the feature film contract and counseled the regional theatres. As U.S.A. Business

¹⁰⁰ The union's aggressive stance was due in part to the management of Andy Clores, a business representative who believed in confrontational, "old school" union tactics. U.S.A. Newsletter, May 1978. Newspaper clips, hand dated 23 March 1976, U.S.A. Office Archives.

¹⁰¹ Report from Business Representatives, 1 November 1978. U.S.A. Office Archives.

¹⁰² U.S.A. Newsletter, March 1980.

Representative John Van Eyck wrote, "The employers are talking to each other on a national basis, but the unions are not."¹⁰³ The most effective way for U.S.A. to develop a national perspective and maintain union standards in all fifty states was to form strong bonds with other unions across the country. During the seventies, as they had during the twenties, representatives from the New York local met with officials from the scenic artists locals in Chicago (painters Local 350) and Los Angeles (I.A.T.S.E. Local 816). They formulated a reciprocal agreement that permitted their members to work anywhere in the country, as long as the members paid regular dues to their home local and percentage dues (from their earnings) to the nearest regional local.¹⁰⁴

Several years later, members of the New York and Chicago unions began discussing plans for a formal merger, and in 1982 (after some prodding from the painter's national executive board), delegates from Locals 829 and 350 hammered out a preliminary plan to join.¹⁰⁵ Members of 350 were enthusiastic about the merger, since 829 offered a pension plan and was financially stable.¹⁰⁶ Members of the New York local, on the other hand, had mixed feelings at the prospect of joining with the Chicago local. Some

¹⁰³ U.S.A. Newsletter, Spring 1984.

¹⁰⁴ Newsletters, February and March 1975, and October 1978.

¹⁰⁵ U.S.A. Newsletter, April 1982.

¹⁰⁶ U.S.A. Newsletter, February 1983.

members of 829 hoped that since Local 350 had negotiated an agreement with the regional theatre producers, the League of Regional Theatres (L.O.R.T.), the merger would establish a national L.O.R.T. agreement.¹⁰⁷ Other 829 members were doubtful that the arrangement would be equitable; New York already seemed to be the preferred location for scenic artists and designers, since many more people had transferred from 350 into 829 than vice versa.¹⁰⁸ Some New York members were also concerned that organizing and enforcing contracts, especially in right-to-work states, would divert union resources from local projects.¹⁰⁹ Due to a substantial degree of "acrimonious infighting," the members of Local 829 rejected the merger referendum.¹¹⁰

While the members of 829 were assessing their relationship with Local 350, the union was expanding its jurisdiction to other corners of the nation. During the eighties, theatre in Los Angeles achieved higher levels of production, partly due to the loss of film production to other regions. The Mark Taper Forum, the Ahmenson Theatre, the L.A. Stage Company, and the L.A. Public Theatre had emerged as important regional theatres, and in 1983,

¹⁰⁷ U.S.A. Newsletter, February 1983.

¹⁰⁸ From 1970 to 1980, 40 members had transferred from Local 350 to 829, while only 6 members transferred from New York to Chicago. U.S.A. Minutes, 18 September 1980.

¹⁰⁹ U.S.A. Minutes, 13 December 1983.

¹¹⁰ The tally was 364 opposed to 316 in favor, a losing margin of 8%. U.S.A. Newsletter, June 1983 and April 1988.

the theatre companies in Los Angeles formed their own association.¹¹¹ Several theatre designers in I.A.T.S.E.'s Local 816 had grown increasingly dissatisfied with their union, feeling neglected as theatrical artists in a film workers' union. After voting to disaffiliate with Local 816, a group of 68 designers approached Local 829 for membership, and in 1983 they were admitted as a group into U.S.A.¹¹²

By the mid-1980s, Florida also offered artists and designers many work opportunities. Theme parks like Walt Disney World and Disney-MGM studios employed scenic artists and designers from the 1970s onward. Theatres like the Coconut Grove Playhouse and the Royal Poinciana regularly employed U.S.A. designers, and Orlando was considered one of the booming centers of motion picture production in the mid-eighties.¹¹³ Production of television commercials expanded to the point where the commercial producers' organization opened a chapter in Florida.¹¹⁴ To meet the demand there, U.S.A. established a branch office and created the new position of field business representative, as it had in Los Angeles. The regional representative

¹¹¹ The group was called The League of Producers and Theatres of Greater Los Angeles. U.S.A. Newsletter, August and December 1983, January 1984.

¹¹² U.S.A. Newsletter, June 1983.

¹¹³ U.S.A. Newsletter, February 1983.

¹¹⁴ U.S.A. Newsletter, Spring 1984.

possessed the authority to negotiate with non-union shops and was responsible for supervising employment standards, sharing jurisdiction with the local house painters union (painters Local 1010 in Florida), and preventing raids by the local I.A.T.S.E. union. By 1984, the union had 37 members in Florida.¹¹⁵ U.S.A. was clearly becoming stronger outside of the northeast, and by December 1985 the union's letterhead listed offices in New York, Los Angeles, and Miami.¹¹⁶

The union's achievements in Florida and California offered more proof of Local 829's need to merge with Chicago Local 350. Business Representative John Van Eyck attempted to convince myopic members of Local 829 by appealing to labor ideals. He wrote, "Our goal should be to strive, not for more concessions in the name of 'bringing more work to New York,' but for more organizing and unity wherever that work occurs."¹¹⁷ When the merger proposition was reconsidered by Locals 350 and 829 in 1985, it was approved. The process of joining the two locals proved rather cumbersome, however, and the merger was not formally complete until March 1990.¹¹⁸

¹¹⁵ U.S.A. Minutes, 2 October 1984.

¹¹⁶ U.S.A. Newsletter, December 1985.

¹¹⁷ U.S.A. Newsletter, Spring 1984.

¹¹⁸ A new constitution had to be drafted and approved, which was not accomplished until December 1987. U.S.A. Newsletter, October 1989. The merger was further delayed by local 350's debt to the International; the General Executive Board would not permit the merger until the Chicago local

Though it was still technically a local of the international painters' union, the United Scenic Artists had become a union with national jurisdiction and branch offices across the country.

After the merger was complete, the union was divided into three territories--eastern, central, and western regions--each with its own governing board and business representative. The different regional boards were supervised by a twelve-member national executive board, creating another level of union government.¹¹⁹ Though the United Scenic Artists had become a national union, the New York office still retained the greatest influence.¹²⁰ The eastern region's business representative also served as the business representative for the entire union, and a budget from 1990 shows the New York office with the greatest share of the union's expenses, \$1.3 million out of a total \$1.5 million.¹²¹ Despite its attempts at decentralizing its structure,

was in the black. U.S.A. Newsletter, April 1988. Officers of local 350 were able to eliminate the local's debt within two years. U.S.A. Newsletter, October 1989.

¹¹⁹ It was expected that some officers serving on regional board would also serve on the national board. Letter from Elmon Webb, 20 February 1990, U.S.A. Office Archives.

¹²⁰ The eastern region's dominance was reduced slightly, when the Chicago office became responsible for the members' 401(k) investment plans and after a computer link between offices was completed. Newsletter, November 1994, U.S.A. Office Archives.

¹²¹ Chicago was the next highest, with one-tenth of New York's budget at over \$126,000. Los Angeles and Miami claimed \$55,000 and \$11,000 respectively. United Scenic Artists, 1990 Budget, U.S.A. Office Archives.

then, the union's power remained fairly centralized, with officers and members located in one region using over 85% of the union's resources.

The merger had a significant impact on the union's composition, expanding the union's membership by almost 20%. In 1987, U.S.A. counted 1857 members (and Local 350 included 357 members), and when the merger was finally approved, the United Scenic Artists consisted of over 2100 members.¹²² By 1991, the union totaled roughly 2,200 members, with 295 in the western region.¹²³ By increasing the union's geographical jurisdiction, the merger also increased the number of employers covered by union contracts. After the merger, the union had agreements with 21 scenic studios across the country.¹²⁴

The merger enabled U.S.A. to address the growing field of regional theatre. By the 1980s, regional theatres were providing important new dramas and they had become testing grounds for Broadway shows.¹²⁵ Designers found, however, that regional theatres provided inconsistent experiences for their artistic personnel. Because labor costs were lower away

¹²² Newsletter, May 1987, U.S.A. Office Archives.

¹²³ Tom Hansen, "Tech Talk," *Callboard*, August 1991, 15.

¹²⁴ The greatest concentration was in the Connecticut-New York-New Jersey Region (11 shops), while Chicago had three shops, Dallas two, and the remaining five were spread out in Michigan, Virginia, Florida, and Quebec. Newsletter, January 1992, U.S.A. Office Archives.

¹²⁵ Berkowitz, 171-79.

from New York, designers occasionally could create shows that were larger than Broadway productions, and even though the regional crews might not be as versatile as those in New York, the regional workers often were more supportive of designers.¹²⁶ On the other hand, design fees were often just at a subsistence level.¹²⁷ Some designers were frustrated by slow payment procedures at regional theatres or trying to adapt their design of one play in to the artistic director's vision for an entire season.¹²⁸

Though the regional theatres established their own association, the League of Regional Theatres (L.O.R.T.), the United Scenic Artists initially chose not to negotiate with them but promulgated their contracts at individual L.O.R.T. theatres. When the union did work toward a national agreement with L.O.R.T. in the eighties, it relied on the agreements already established by the central and western regional offices. Though records from Local 829 are vague, they do show that Local 350 had signed an agreement with L.O.R.T. by 1982. The following year, the nascent western regional office worked to establish ties with regional theatres in Los Angeles. The steering committee there required all designers to obtain an union-approved contract

¹²⁶ David Jenkins, in Sponberg, 117.

¹²⁷ Smith, 150.

¹²⁸ Charles McClennahan and Michael Merritt, in Ronn Smith, 123 and 134.

if hired by one of the nearby regional theatres.¹²⁹ When the Mark Taper Forum refused to recognize the U.S.A. contract, the union instituted a four-month moratorium against the theatre, and eventually was recognized by the theatre's administration.¹³⁰ By October 1985, the western branch of the union had signed an agreement with another Los Angeles theatre, the Ahmenson theatre.¹³¹ When U.S.A. and L.O.R.T. reached their first national agreement in 1987, then, the contract applied to union designers all across the country, but was indebted to the work of members in Chicago and Los Angeles. The final agreement attempted to create some consistent practices for designers at regional theatres, but because U.S.A. adopted the rating scheme developed by Equity (in which theatres were given grades such as A, B+, B, C-2, C-1), variation in payment and production standards remained.¹³²

By the 1990s, regional theatre had become a major employment sector for U.S.A. members; during one period, 328 contracts out of 357 filed with the union were for L.O.R.T. theatres.¹³³ At the same time, however, regional theatres faced great financial strain due to a recession, falling ticket sales, and

¹²⁹ U.S.A. Newsletter, December 1983 - January 1984.

¹³⁰ U.S.A. Newsletter, Spring 1984.

¹³¹ U.S.A. Newsletter, December 1985.

¹³² U.S.A. Newsletter, September 1991.

¹³³ Unfortunately, the minutes do not specifically explain the length of the period sampled. U.S.A. Minutes, 14 July 1992.

declining support from government and corporate sources. Some theatres, like the Players Theatre of Columbus and New Mexico Repertory, were forced to closed.¹³⁴ The problems in regional theatres affected U.S.A. members in several ways. In 1992, L.O.R.T. officials postponed contract renewals with U.S.A. because they did not want to alter their agreement or change fee schedules.¹³⁵ Many L.O.R.T. theatres fell behind in their benefit payments to the union.¹³⁶ Several designers lost money, often not being reimbursed for business related expenses or not receiving their full contract fee.¹³⁷ In cases where union designers lost large sums because the company folded, the union was forced to file claims on behalf of the designer for a portion of the companies' liquidated assets.¹³⁸ A national contract for regional theatre, unfortunately for U.S.A. designers, was difficult maintain and was not a shield from economic troubles.

During the nineties, U.S.A. also attempted to address the employment of scenic artists on a national scale. During this period, the union mounted organization campaigns in scenic shops throughout the nation, prompted by

¹³⁴ U.S.A. Newsletter, January 1992.

¹³⁵ U.S.A. Minutes, 23 May 1992.

¹³⁶ U.S.A. Newsletter, December 1992.

¹³⁷ U.S.A. Newsletter, June 1992.

¹³⁸ U.S.A. Newsletter, January 1994.

U.S.A. scenic artists who demanded a formula that would allow “small markets like Texas, North and South Carolina, Seattle, San Diego, and Anywhere U.S.A. to be represented by Local 829.” These scenic artists also asked 829’s leaders to press for N.L.R.B. representation elections in shops covered by I.A.T.S.E. The union president, Domingo Rodriguez, agreed that U.S.A. needed to “keep as many work opportunities open as we can,” and to “service the places where the work is, regardless of how much we don’t like it.” He also pointed out, however, that union demands should reflect the current nature of production. Rodriguez advised his constituents, “The seven hour day, double or triple time for all overtime, a work week only being Monday to Friday, exclusive contracts, [and] steady, guaranteed work are all things of the past.”¹³⁹ In other words, U.S.A. officers believed no one formula or contract was applicable to all regions of the country. Despite this disagreement regarding strategy, the union successfully recruited new members; during the fall of 1994, the union took in a group of scenic artists and art directors in the southeast who had asked to be represented by U.S.A.¹⁴⁰

Just as the United Scenic Artists adapted to changes in New York production by offering wage concessions, the union developed a national

¹³⁹ U.S.A. Newsletter, September 1994.

¹⁴⁰ They reported they were attracted to the union because it provided “health insurance, a pension plan, stable work rules, and a collective voice.” U.S.A. Newsletter, November 1994.

structure to control the scattered scenic arts industry. Decentralized production could not be effectively managed by a union that possessed a limited focus. Of course, one of the most significant improvements after U.S.A.'s metamorphosis was the boost in membership, which was especially impressive since most unions were losing members during this time. Another important development for the union was the shift in its power structure, because though the New York office remained at the center of the union's operations, it was dependent on regional offices to help control work standards and establish national contracts. The relationship between the national office and the regional offices was a delicate one; the regional offices could not always address employment problems effectively. The evolution of the film, television, and regional theatre industries, therefore, not only affected the union's contracts and its relations with employers, but it transformed the structure and composition of the United Scenic Artists.

Professional Identities

As the union granted concessions to producers and expanded its geographical jurisdiction during the seventies and eighties, it continued to refine its internal policies. The core issues--the nature of the union exam and admission policies, the professional jurisdiction of the union, and the relationship between members of different craft categories--were not new, but U.S.A. members debated new forms of internal regulations to accommodate

financial and technological developments in the industry.

The main determinant of U.S.A. membership, the union's entrance exam, underwent significant changes after 1970. One catalyst for this transformation was an up-and-coming designer, Santo Loquasto, who was initially rejected for poor draftsmanship when he took the union exam in 1972. After he was hired as the scenic designer for *That Championship Season* at the Public Theatre, Loquasto was elected to membership as a "working professional," but strictly for scenic design. When Loquasto later was hired as a costume designer, the union refused his contract at first, but after several months he was approved by the costume design exam committee.¹⁴¹ Loquasto's persistence in gaining commissions despite his non-union status forced U.S.A. members to re-evaluate the value of their exam. U.S.A.'s attorney advised the union officers that entrance exams had become uncommon and were considered suspect by outsiders.¹⁴² Eventually, the union decided to discontinue the comprehensive ("full member") exam and offer exams (and admission) only in the specified craft categories (scenic designer, costume designer, lighting designer, scenic artist).

After the new exam policy was inaugurated in 1977, the requests for exams increased considerably. In the first year of the new testing procedure,

¹⁴¹ U.S.A. Minutes, 17 February, 8 August 1972; 27 November 1973; 19 March, and 9 July 1974.

¹⁴² U.S.A. Minutes, 5 August, 16 September 1975.

139 exams were administered, and the following year that number grew to 191. By 1981, the union offered over 400 separate exams in its different craft categories.¹⁴³ Though the high number of exams was partly the result of applicants taking exams in more than one category, the change in the union's policy created more bureaucracy for both its members and would-be members. By the mid-eighties, the exam process had become so unwieldy, that union officers again considered simplifying the admission procedure.¹⁴⁴ In 1985, the exam was separated into two "tracks" that distinguished applicants according to their experience. The Track A exam was designed for working professionals with at least two years' experience and consisted of an interview and portfolio review.¹⁴⁵ The Track B exam, for design school graduates and relative newcomers in the field, included the interview and portfolio review, but added a home project and an on-site test of skills.¹⁴⁶

¹⁴³ U.S.A. Newsletter, August 1977, August 1978, and July 1981.

¹⁴⁴ U.S.A. Minutes, 21 February 1984.

¹⁴⁵ Since 1981, lighting designers could be accepted into the union based only on the interview process, if two separate panels of five judges voted unanimously. Letter from Howard Bay to editor of *Lighting Dimensions*, 19 October 1984. U.S.A. Office Archives.

¹⁴⁶ An unnamed author provided an account of the Track B scenic artist exam in the satirical magazine *Spy*. While the purpose of the article may have been to parody the idea of an exam for painting, it seemed to show that union members tried to be friendly during the exam and set high standards for its applicants. Although it is difficult to gauge the skill level of the applicants from the author's account, he does quote some of the union judges that the applicants were of a higher quality than the previous years.

Within only a few years, the value of the Track B exam for union membership had diminished. In 1988, the members of the lighting exam committee voted to drop the home project and the practical exam, because they believed it was an inefficient process. Among the reasons they cited were the following: the exam was too expensive (an auditorium had to be rented for several days), it required more judges than the interview, it was more subjective than the interview, and it rarely revealed talent that was not apparent during the portfolio review. The committee also felt that the interview process did not exclude younger applicants, because less-experienced designers, if truly talented, did not need the practical exam to demonstrate their abilities.¹⁴⁷ Though the practical exam continued to be offered, it became less popular over time; by 1994, more new members were admitted via the professional membership Track A interview than were admitted through the Track B exam.¹⁴⁸

The alteration of union admission policies was a result of economic and legal restrictions on the union; it could not afford to test all applicants, nor was it permitted to reject working professionals. The idea of the exam

"Dogs in This," *Spy*, September 1991, 61-62.

¹⁴⁷ 1988 Lighting Design Examination: Info for Judges/ Admission Eligibility Criteria. U.S.A. Office Archives.

¹⁴⁸ 72 members were admitted under professional membership, while only 68 members joined after taking the exam. U.S.A. Minutes, 10 January 1995.

functioning as a process to prevent designers of “lesser ability” from joining also lost caché among U.S.A. members. “We’re not the art police,” said one member on the exam committee.¹⁴⁹ With the relaxation of artistic admission standards, the United Scenic Artists became less exclusive, and probably was not as intimidating for applicants. This meant that the organization had lost some of the lustre of an artists’ guild, but that it might have been seen as more welcoming for new members.

Another change in U.S.A.’s membership occurred in 1980, when the union voted to expand its professional jurisdiction and established a new category, “allied crafts,” to serve as a catch-all for design related professions. This group, the first new craft category since lighting designers were formally added in 1962, included (as phrased in the original proposal)

prop makers who may be very skilled at that craft but do not possess the overall skills required of scenic artists, costumers in the costume shops who, qualified though they may be at what they do, cannot qualify as costume designers, or specialists in multimedia, front and rear projection, and slides and filters who lack the overall expertise of a lighting designer.¹⁵⁰

After being voted on by Local 829’s membership, the new category was ratified in May 1980 by the international union.¹⁵¹ Over the next few years, the allied crafts members developed union letters of agreement for the assorted

¹⁴⁹ Dean Brown, U.S.A. costume designer, interview, 19 September 1995, New York City.

¹⁵⁰ U.S.A. Newsletter, December 1979.

¹⁵¹ U.S.A. Newsletter, June 1980.

positions members could find. By 1982, they had developed a letter of agreement for props and/or costume crafts, and within two years they were promulgating a letter of agreement for costume painting.¹⁵² By 1984, the union counted 66 members who belonged to the allied crafts category, some of whom worked for Jim Henson's Muppets. Despite their relatively quick growth as a group, the allied crafts members were a small proportion of the membership and they often felt ignored or obscured by other union concerns.¹⁵³

Another issue of union identity addressed nomenclature. During the initial merger discussions in 1982, a few members suggested the union rename itself "The Guild of Theatrical Designers and Artists," and provided the following argument:

In 1918, when the present charter was granted, United Scenic Artists was an excellent and thoroughly descriptive choice, and we have cherished the name for over sixty years. But is this name really descriptive for the scope of the union and the mix of the membership today? We are Scenic Artists, but we most definitely are also set designers, costume designers, costume painters, lighting designers, art directors, production designers, stylists, prop builders, model makers, and scalawags.¹⁵⁴

Some members objected to the new name on semantic grounds: the use of "designers" was objectionable to those members who claimed "we are all

¹⁵² U.S.A. Newsletters, August 1982 and Summer 1984.

¹⁵³ U.S.A. Minutes, 7 January 1986.

¹⁵⁴ U.S.A. Newsletter, May 1982.

artists," while union members who worked in film were not pleased with the word "theatrical."¹⁵⁵ Other members, however, felt the historical significance of the union's title was too great to warrant alteration. Despite the disagreement, almost two-thirds (63%) of the members who participated in a union survey supported the idea of changing the union's name. This debate essentially was conducted in vain, however; during the alteration of the union's constitution for the merger, the executive board voted to retain the union's original name and local number. The debate over the union's name was significant, since it revealed that "United Scenic Artists" as a title had little relevance to the membership's professional identity in the 1980s. Ironically, the members of the United Scenic Artists were united only in their ambivalence to the organization's name.

Disunity among members erupted again when U.S.A. designers faced a conflict between union regulations and professional practices. Some designers who worked in commercials wanted to bill their employers for services, but union officers would not permit them to do so, because they

¹⁵⁵ U.S.A. Newsletter, February 1983. The only offer for a new title was William Sohmer's tongue-in-cheek suggestion: "The United Guild of Theatrical, Television, Motion Picture, and/or Display Scenic Artists and Painters, Frock Designers, Set Designers, Lighting Designers and Artists, Costume Painters, Production Designers, Art Directors, Sign Writers, Stylists, Prop Builders, Model Makers, Layout Artists, Sizing Sprayers, Sculptors, Drafters, Pouncers, Shop Persons, Industrial Members, Shop Men, Shoppers, Gofers and Two Apprentices."

then would be functioning as independent contractors.¹⁵⁶ In 1981, a group of members felt the union's rules against joint credit for designers working together was too restrictive, and they pushed for a referendum.¹⁵⁷ Their plan backfired, however, and the union as a whole explicitly voted to forbid multiple credits or pseudonyms for designers.¹⁵⁸ Other union designers, who waived their royalty payments (in order to reduce their fees and offer more competitive rates), were prevented by union officers from also waiving pension and welfare payments, since it jeopardized the financial integrity of the union's trust funds.¹⁵⁹

By 1984, many of the union's designers felt U.S.A.'s policies and services were in conflict with their professional needs, and that year, a group of 300 designer members demanded changes from the union. Headed by Ming Cho Lee and Tharon Musser and calling themselves the National Designers Conference, the group requested their own office and their own administrator. At the same time, they asserted that they were not anti-union or a separatist organization.¹⁶⁰ They suggested that U.S.A. be separated into

¹⁵⁶ U.S.A. Minutes, 20 December 1983.

¹⁵⁷ See discussion of union's reaction to business partnerships among union members in Chapter Three.

¹⁵⁸ U.S.A. Newsletter, August 1981 .

¹⁵⁹ U.S.A. Newsletter, [Summer 1984].

¹⁶⁰ N.D.C. Proposal, 11 November 1984. U.S.A. Office Archives.

three sections: scenic artists and craftspersons, costume designers and stylists, and scenic and lighting designers. Like the proposition to change the union's name, the N.D.C.'s proposal was withdrawn due to merger plans and never implemented.¹⁶¹

After the N.D.C. dissolved, designers continued to find themselves in opposition to union regulations. After U.S.A. established reduced rates at the scenic studios, and because the union no longer operated as a closed-shop, the designers were strongly urged to send scenery only to signatories of the union contract, and they were criticized if they sent commissions to non-union shops.¹⁶² The union stated that it would not accept freelance design contracts from regional theatres until the benefit contribution was paid by the employer.¹⁶³ With this regulation, U.S.A. designers felt as if the union had put them in the role of contract enforcer. Since the designer was the union's primary contact with the employer in such cases, this new rule was probably the most efficient tactic for the union office. Such a regulation, however, did little to alleviate the tension some designers felt toward their own union.

By negotiating their own contracts and influencing producers on the choice of scenic shops, designers held a position in which they had greater power than their scenic artist colleagues to affect the employment of others. If

¹⁶¹ U.S.A. Newsletter, December 1985.

¹⁶² U.S.A. Newsletter, September 1986.

¹⁶³ U.S.A. Newsletter, December 1992.

designers disregard union policies, many U.S.A. members could feel the impact. Compliance with most of these regulations was voluntary, and some designers were more conscientious than others.

The tension between U.S.A. designers and their union was rooted in the conflict between an individual's creativity as a theatre artist and their commitment to improving the business environment for all entertainment workers. By forming the N.D.C., the designers demonstrated, to an extent not previously witnessed, that they felt the union did not adequately address their business concerns. The fact that the designers' group did not split from the union when the proposal languished suggests that union membership provided more advantages (such as a pension and insurance plan) than disadvantages.

Conclusion

One method to judge U.S.A.'s significance is to compare it to similar organizations in other countries. In 1992, the union's business representative, James Ryan, attended an international theatrical design conference in Belgium. (The gathering included exhibition of work by David Hockney and Thierry Bosquet, both U.S.A. members, and several seminars on the business of design.) The United Scenic Artists' long history was particularly impressive to the European participants, since the Society of British Theatre Designers was only 15 years old and Belgian designers had no

organization.¹⁶⁴ Three years later, when the union celebrated the 100th anniversary of founding of the Protective Alliance of Scenic Painters of America, U.S.A. members were able to view their position within both an historical context and an international one.

The union's progress was not easy, of course, and the union had encountered several set backs since 1970. Many of these problems were not unique to the United Scenic Artists. As with other manufacturing trades, imported products and non-union labor hampered the employment and work standards of union scenic artists. The union agreed to give-backs in contract negotiations, but U.S.A. members lost no more control in film and television than other workers. Like some textile unions and manufacturing unions, U.S.A. saw the value of merging, but the actions of the United Scenic Artists preceded the other unions' by several years.

Within each of these matters, U.S.A. retained some power and demonstrated its singular position in the industry. As it granted wage concessions, the union was able to strengthen the benefits and safety procedures. When Local 829 merged with other unions, its motivation was to improve geographic jurisdiction for scenic work, not to reverse a sagging enrollment, as with other unions. The enrollment figures for the United Scenic Artists, in fact, were atypical for labor during this period and reflected a steady growth; by 1995, U.S.A. included over 2300 members, the greatest

¹⁶⁴ Newsletter, August 1992, U.S.A. Office Archives.

number in its history.¹⁶⁵

The composition of U.S.A.'s membership was affected not only by the union's expansion, but by its changes in admission policies and inclusion of a new craft category. Though members disagreed on how best to govern themselves and they could not agree on the best name for their group, U.S.A. provided professional services that were crucial to designers and scenic artists. Compared with designers from Europe and organized labor in America then, the United Scenic Artists possessed a remarkable position. In 1995, U.S.A. members could reflect on their union's century-long history, in which the union confronted changes in technology, production techniques, aesthetic demands, legal challenges, and internal disputes. The United Scenic Artists could be proud that the union had adapted successfully to most of these changes, and that it had continued to grow in the process.

¹⁶⁵ U.S.A. Membership Directory, August 1995. U.S.A. Office Archives.

CONCLUSION: THE BEST POSSIBLE EMBODIMENT OF SCENIC
ARTISTS AND DESIGNERS' ASPIRATIONS

. . . no force in American life in the twentieth century rivals the unions as the embodiment of the public and collective aspirations of working people.

- Robert H. Zeiger¹

When scenic artists first organized in 1895, their primary purpose was to reduce the competition provided by poor quality scenic factories. The thirty-one scenic artists that made up the charter members of the Protective Alliance of Scenic Painters of America could not have anticipated the numerous factors their union and its successor would face over the next hundred years. Major economic crises, pro-labor and anti-labor federal legislation, contentious negotiations with employers in several fields, technological innovations, practices of other unions, increased availability of non-union labor, design trends, non-wage compensation, health and safety protection, and professional disputes influenced the actions and policies of U.S.A. over time. All these forces are located within different spheres of the union's interactions: interactions with the government, with employers, with other unions, and with the union's own membership. By analyzing and summarizing the history of U.S.A.'s actions within these different contexts, one can identify which forces had the greatest influence--both positive and

¹ Zeiger, *American Workers*, ix.

negative--on U.S.A. One also can evaluate the union's strategies to determine which were the most successful and which were the least effective, and determine some key guidelines for the future policies and practices of the United Scenic Artists.

The United Scenic Artists and The Government

The union's relationship with the federal government has been rather unique, especially for a small theatre union. Local 829 received assistance from the federal government over the decades through assorted programs and laws. During U.S.A.'s early years at the turn of the century, the federal government was anti-union, or laissez-faire at best. During the Depression, however, the government underwent a significant change; a pro-labor administration passed laws and created government programs that changed the position and status of unions in the nation. As one labor historian writes, "The modern labor movement itself . . . sprang directly from the New Deal years."² The Wagner Act, passed in 1935, was an important milestone in American labor, since it guaranteed the right to collective bargaining, ending violent labor-management disputes and transferring them to the negotiating table or hearing room.³

The effect of the Wagner Act on U.S.A. appears to have been minimal,

² Zeiger, xi.

³ Zeiger, 40.

however, since the union already had been bargaining collectively with employers for several decades. The Depression also witnessed the Federal Theatre Project. Though unions protested the F.T.P.'s restrictive enrollment policies and reduced pay scales, the project ultimately was a boon for U.S.A., eventually employing 20-25% of its membership for several years.⁴ The government act that provided the greatest positive impact on U.S.A. members, however, was the Occupational Health and Safety Act of 1970. Because O.S.H.A. set new standards to hold employers responsible for safe working conditions, U.S.A. achieved stronger contract provisions and improved workplace safety for members. Unlike the F.T.P., O.S.H.A. improved conditions for an extended period, since it continues to affect production almost thirty years after its enactment. Unfortunately for U.S.A. members, O.S.H.A. provided little enforcement, and unions have been left to police their own industries.

Throughout U.S.A.'s history, the government supplied at least as many obstacles as aids to the union's progress. The Taft-Hartley Act of 1947 was designed to limit labor's power and restrict the right to strike, but affected U.S.A. primarily by outlawing the closed shop. U.S.A. had used the closed shop mechanism to implement the design contracts in the 1920s and costume design contracts in the 1940s, and remarkably the union continued to operate

⁴ At least 85 U.S.A. members out of a total of approximately 330 were employed in the F.T.P. U.S.A. Collection, File 1-36.

as a closed shop until 1962.⁵ The loss of the closed shop did not affect the designers significantly, however, because by 1962 producers had become accustomed to employing union designers and most designers voluntarily sought union membership. Losing the closed shop ultimately undermined union scenic artists, however, because U.S.A. designers could not compel producers to contract only scene shops with union scenic artists. When non-union competition grew during the 1970s, U.S.A. was unable to secure work for its scenic artist, and consequently the union was not able to prevent non-union studios from proliferating.

The Landrum-Griffin Act was another influential law, since it forced U.S.A. to modify its internal structure. The law was created to combat union corruption, and it required all unions to provide an equal vote for all members in union proceedings. U.S.A.'s separation of full members from associate members was deemed illegal, and though the law was passed in 1959, the union did not eliminate its two-level system until 1966. The union's membership had varied responses to the changes in the union: associate members were pleased with having greater control within the union and during contract negotiations, but the full members felt as though their influence within the union had become diluted. By changing the

⁵ Producers protested the union's closed shop contracts as early as 1925, when Florenz Zeigfeld became the first producer to take the union to court for restraint of trade. Because closed shops were not illegal, Zeigfeld charged the union with operating as a monopoly, which was not really the case, and he lost.

union's structure, Landrum-Griffin appears also to have provided some indirect benefits to the union. Because all former associate members were required to pay full dues, the union's income increased.

Another legal problem that the United Scenic Artists faced was the dilemma of designers' status as workers, specifically whether they were considered employees or independent contractors. The root of the problem was the ambiguous nature of design work and whether designers should be defined as "professionals." Designers' work fits some of the definitions of the traditional professions (medicine, religion, law) in that their labor is an intellectual activity, requires specialized training, and is service-oriented. The definitions of professional roles within labor laws, however, has been unclear. The Wage and Hour Administrator included "original and creative work in an artistic field" within the types of work done by professionals. The Wagner Act did not distinguish between professional and other types of employees, but Taft-Hartley did.⁶

The designers' quasi-professional status was not unique in the field of theatre. Playwrights, directors, dancers, and musicians also faced legal struggles that questioned their employee status and the legitimacy of their respective unions. In its legal disputes, U.S.A. usually argued that designers were employees and not professionals. One reason the union maintained

⁶ Eileen B. Hoffman, *Unionization of Professional Societies* (New York: The Conference Board, 1976), 1-3.

this stance was so that it could regulate designers' work hours and conditions; under the Fair Labor Standards Act, unions can not regulate professionals' work hours. The union also defended designers as a matter of self-preservation: if scenic designers were to be classified as contractors, the union, being an organization that sets pay rates for designers, would be considered an illegal combine or monopoly. U.S.A.'s legal arguments, therefore, were maintained not to protect the individual members but to protect the union as an entity.

The union's arguments against designers being defined as professional independent contractors rarely were successful. In 1950, over the objections of U.S.A. negotiators, lawyers for the television networks succeeded in having a clause included in their agreement that designers' work hours could not be limited to specific times. A few years later, U.S.A. designers welcomed the "professional" designation, because I.R.S. officials ruled that designers then were exempt from paying certain business taxes. In an odd deviation from such rulings, the Justice Department, after an investigation that lasted several years, refused to declare designers independent contractors in its 1962 consent decree. An N.L.R.B. hearing in the seventies ruled that scenic designers were indeed independent contractors, and consequently contract negotiations with ballet companies were severed. Professional status, therefore, has proven to be both a help and a hindrance for union designers, since it reduced their taxes but also reduced their power in negotiations.

The legal decisions involving U.S.A. and other theatre unions did not consistently define theatrical workers as either professionals or laborers. The inconsistency of the verdicts appears to be rooted in the unique nature of entertainment production and theatrical unions. Theatrical production is not a product-based industry, yet scenic artists and stage carpenters are part of the construction trades. Designers, performers, and directors, are essentially hired to provide a service, but they do not resemble other workers in service industry due to their high level of specialized training. Workers in the performing arts provide creative work (i.e., are “professionals”), but have regulated their hours and working conditions before the related labor laws were established.⁷ The fact that U.S.A. members and others in the entertainment industry faced recurring legal conflicts around their professional status indicates that existing laws have been unable to adequately address entertainment production and workers in the industry. Because U.S.A. members occupy a space somewhere between “professional” and “worker,” more legal disputes are probably on the horizon. U.S.A. officers will have to proceed with caution, since a clear decision in this matter could be extremely beneficial or extremely detrimental to the union. Being declared “employees” could eliminate much of the designers’ vulnerability in contract

⁷ The field of theatre is also unusual in that the professionals have been organized for a long period. In most other fields, the professionals formed “societies” that evolved into unions during the 1960s and 1970s. Hoffman, 41.

talks with producers' groups, but being declare "professional" or "independent contractor," which is the more likely scenario, could cease union coverage of designers entirely.

In one instance, U.S.A. turned the tables and was able to influence the government. During the *Women of Twilight* dispute in 1952, U.S.A. members convinced a Senator to draft a bill limiting the importation of scenery. Washington's influence on U.S.A., on the other hand, can be divided into those acts or programs that affected the union's employment (F.T.P., and military service during WWII), the union's relations with employers (Wagner, O.S.H.A., N.L.R.B. and I.R.S. rulings) and the union's composition (Landrum-Griffin). By affecting U.S.A. on these several different levels, the federal government was a significant, yet slightly removed, force for the United Scenic Artists. The members of U.S.A. clearly had to heed the dictates of the law, but Washington's influence was not as strong as factors that stemmed from the entertainment industry.

The United Scenic Artists and The Entertainment Industry

One hundred years of entertainment production provided U.S.A. with a great variety of challenges: Broadway production levels fluctuated, alternatives to Broadway surfaced (Off Broadway and regional theatre), motion pictures and television emerged as new entertainment media, entirely new professions developed, and new design aesthetics replaced older

ones. U.S.A. adapted well to some of these developments and occasionally was able to use industrial changes to its advantage. Some sectors of the industry, however, proved to be beyond the union's influence, no matter what policies the union adopted.

When evaluating the industry forces that affected U.S.A., commercial demand for scenery should be considered first, since this was a primary force surrounding the union's birth. The centralization of theatre production in New York in the 1880s and 1890s, coupled with the technological advances that permitted scenery to be produced quickly and cheaply in scenic factories, motivated scenic artists to organize the Protective Alliance of Scenic Painters of America in 1895. P.A.S.P.A. existed for only a few years, but production levels continued to rise (fueled by competition between the Shuberts and the Syndicate) through 1912, when scenic artists reorganized. The expanding theatre industry, coupled with expanding competition in scenic arts, precipitated the formation of a scenic artists' union not once, but twice.

The high demand for scenery continued for several years through the "Broadway Boom" of the twenties. U.S.A. was able to use such favorable work conditions to its advantage, and raised scenic artists' wages 83 per cent in only five years.⁸ During other times in its history, the union was able to use periods of high demand to its advantage, such as when the scenic artists went

⁸ Wages rose from \$42 to \$77 between 1918 and 1923. U.S.A. Minutes, May - August 1918. "Scene Painters Planning a Guild," *New York Times*, 12 August 1923, 2:1.

on strike during 1949, and won a pay increase because several shows were preparing for Broadway at the same time.⁹ Later, when motion picture production in New York increased in the late sixties and when scenic artists enjoyed strong employment in the late seventies, the union fashioned contracts that included high wages, limited working hours, and significant benefit payments.¹⁰ The union's strong contracts created during these peaks probably helped reinforce the union when the slump periods developed, but they also might have established standards that could not be maintained by the industry for extended periods.

When the pendulum swung in the opposite direction, and designers and scenic artists faced periods of low demand, the union instituted policies in order to protect employment conditions. When bare stage productions were in vogue, for example, the union contemplated charging producers a flat fee for shows that did not use scenery. During slump periods the union also tried implementing shorter work weeks and new pricing schemes to keep members employed. Regulations that required union members to police each

⁹ "Scene Painters End Strike," *New York Herald Tribune*, 12 February 1949.

¹⁰ Agreement, 1965 - 1968, U.S.A. Collection, File 4 - 13. Agreement, 1968-1970, U.S.A. Office Archives. One exception to the union's ability to take advantage of increased demand occurred during World War II. In 1943, the scenic shops experienced a shortage of scenic artists, but the union was unable to take advantage of the high demand, since many scenic artists had enlisted in the military. The union did try, without much success, to persuade military leaders to produce more theatrical entertainments for the troops and to utilize union scenic artists.

other, like the “thirty-two hour law” formulated during the Depression, were not as successful as the union rules that changed how shop operators set their rates, such as the “square footage plan” (also formulated during the Depression) and the three tier wage scale, created in the eighties.¹¹ A few of these union initiatives had a positive effect on employment for scenic artists, but rarely achieved a level equivalent to that prior to the period of crisis. The union’s mixed results from the periods of low demand, demonstrate the union’s vulnerability to industry conditions. When faced with difficult financial times, when members need their union the most, the United Scenic Artists has been able to provide only minimal protection.

The fluctuations in entertainment production played a significant part in U.S.A.’s enrollment. During the early thirties, when U.S.A. was losing members, the union was limited to one sector of entertainment (theatre), which was declining in production. The union grew during periods of expansion and high productivity, including the Broadway Boom and the post-war years. By the 1970s and 1980s, U.S.A. members were also regularly employed in television and motion pictures, which were expanding fields in New York at that time. Membership trends for U.S.A. correspond to growth in the industry, not to general trends in labor. U.S.A.’s growth record, then, deviates from the widely accepted Commons-Perlman theory, which

¹¹ U.S.A. Minutes, August - September 1933. Contract, 28 April 1941, U.S.A. Collection, File 1-47. Scenery Suppliers Agreement Summary (1986), U.S.A. Office Archives.

contends that union growth is related to workers' "consciousness of scarcity," or when the general pool of workers become aware of a threat to job security.¹² U.S.A. experienced increases in membership not when job security was in jeopardy, but when scenic workers were able to find more work.

Regulating scenic production during the highs and lows of industrial demand was only minimally effective as long as U.S.A. was focused on only one region, since scenery was usually built to be transported (especially during the era of painted drops and flats). U.S.A. mounted national organizational drives several times throughout its history to address the problem of limited geographical jurisdiction. The union's first attempt at a network of scenic artists unions (begun in 1928) dissolved after only a few years due to communication problems, inertia, and internal bureaucracy. When the union renewed its efforts for national coverage decades later (after the growth of regional theatre and on-location filming), it created a reciprocal agreement with other local unions that eventually led to national coverage for U.S.A. The effort during the 1980s succeeded because communication had improved, more New York members were working across the country, and Local 829 had established branch offices. By becoming a national union, U.S.A. was better equipped to enter into agreements with employers across the country. Because most of the union's resources were concentrated in New York,

¹² Arthur A. Sloane and Fred Witney, *Labor Relations*, (Englewood Cliffs, NJ: Prentice-Hall, 1985), 94.

however, U.S.A. could not always provide adequate protection for its "distant" members.

Another important development in the industry that generated changes in U.S.A.'s policies was the increased availability of non-union labor after 1970. For feature motion pictures, the competition of non-union labor forced the union to concede on several contract issues (such as the union security clause and strict work rules). U.S.A. protected workers in low-budget films with a plan that loosened some work rules as an incentive to producers of non-feature films to hire union members. In television, the presence of non-union labor also forced the union to grant wage concessions during the 1980s. In the scenic shops, the union attempted to prevent underbidding by establishing a variety of pay scales, which had mixed results at alleviating unemployment. Due to the increase of unemployment that resulted from competition with non-union worker, U.S.A. was forced to reduce compensation levels for its members. U.S.A. was able to provide some protection for its members by fighting for contracts with strong benefit packages (which non-union workers did not receive).

In addition to addressing general changes in economic problems and fluctuating production levels, the union's regulations were developed in response to the specific demands and practices of employers. In order to protect members, scenic artists were forbidden to work for producers or shop owners who owed U.S.A. members money, and producers were required to

supply a bond payment and pay designers through the union. To prevent producers from importing scenery, union members picketed productions, sought support from government sources, and ultimately signed their first agreement with the producers' organization.

U.S.A. was more successful in negotiations in some sectors of the entertainment industry than other sectors. When dealing with the scenic studio operators, for example, U.S.A. usually was able to obtain most of its demands. Even when the union was forced to make compromises with the studio operators, it was able to establish contract provisions that it could build on in the future, as in 1952 when the scenic artists received a limited pay increase in exchange for their first benefit payments. The union agreed to a set of differentiated scales in the 1980s, but even as employment conditions worsened in the early 1990s, U.S.A. members continued to receive wage increases. As the primary representative of shop scenic artists, U.S.A. usually controlled the negotiations and hence the conditions in union shops.

Union documents demonstrate that operating a scenic studio was a risky enterprise in general. During the twenty-year period from 1974 to 1993, U.S.A. had agreements with over 20 different studios. Only five studios existed for the entire twenty-year period and almost half of the shops operated for about ten years. These statistics reflect the vulnerability of the scenic shops and suggest how extremely difficult it is to run one successfully. Many of these shops essentially were small businesses, and therefore had little

chance of meeting the union on an equal level during negotiations.

The union's record with theatre producers includes fewer successes. On some contract issues, the union was completely unsuccessful, like demanding a full-time scenic artist for Broadway productions. Many issues, however, were resolved through compromise. For example, when U.S.A. proposed a 100% increase for design fees (the first increase in 18 years) after World War II, producers' protests led the union to promulgate fees at a 70% increase.¹³ In the late seventies, the union agreed to an unusually long contract with the League which eliminated some protection (for minimum design periods and imported productions), but provided designers with royalty payments for the first time.¹⁴ The producers association (the League of American Theatres and Producers) may have been able to withstand the union's demands more easily than the scenery suppliers because they were larger than the shop owner's group. The scenic studios were smaller operations, more economically vulnerable to the demands fluctuations of the industry, and they employed proportionally more U.S.A. members than did the producers. The theatre producers were not huge corporate entities, but they had a strong employers' group and more legal support during negotiations than the scenery suppliers.

¹³ Correspondence, 1947, U.S.A. Collection, File 3-15.

¹⁴ Agreement between The League of New York Theatres and Producers, Inc., and United Scenic Artists, Local 829. March 20th, 1978. U.S.A. Collection, File OV-8.

The union used its position as a representative of people who worked for several employers to its advantage. In a 1919 dispute, union officers created division within the studio operators' alliance by convincing the smaller shops to sign the new union contract, thereby forcing the larger studios to agree to the new wage. U.S.A. recycled this strategy during a contract dispute in the nineties successfully. The 1949 strike reached a resolution because the union obtained agreement from producers to pay the wage increase, which meant that scenic shop operators were forced to sign union contracts. U.S.A. was able to increase wages by pitting employers against each other, but the effectiveness of this strategy appears to have been limited to theatre.

The effects of union wages and work policies on theatrical production costs has been debated frequently, with producers claiming higher ticket prices are due to the high cost of union labor. Producers usually offer examples of union featherbedding--the stagehands' requirement for a worker to operate only the curtain, or the musicians' requirement for a certain number of instrumentalists, no matter how many are needed for the play's musical score. Jack Poggi and Thomas Gale Moore, however, suggest that the impact of the unions on wages has been minimal, especially when one accounts for other factors like inflation, advertising and legal costs, and the handicraft

nature of theatre.¹⁵ As an industry that employs highly-skilled artisans who cannot be replaced through automation, the theatre is heavily labor-dependent, which ultimately puts workers in a position of power.¹⁶ U.S.A. has been different from other theatre unions in that it never fully established feather bed policies, though it did try a few times. The Broadway producers appear to have a legitimate complaint that they were paying the highest fees to designers, but the Broadway producers also were charging the highest ticket prices.

In union negotiations with shop operators and Broadway producers, wage scales were always a primary matter. In other sectors of the industry, however, the union was more concerned with consistent employment rates than pay scales. The union allowed wage concessions to stock, summer stock, and Little Theatre companies because it was more concerned with having those positions covered by U.S.A. members. Because smaller theatres are more vulnerable financially, the union has required managers to supply a bond of two weeks' pay, to cover the member's minimum two week notice. The union's leaders recognized that in such situations, they had limited bargaining power because of their limited geographic jurisdiction. As the union grew larger and regional theatres organized their own governing body

¹⁵ Jack Poggi, *Theater in America*, 70; Thomas Gale Moore, *Economics of American Theater*, 68.

¹⁶ Michael H. Moskow, "Trade Unions in the Performing Arts," *Monthly Labor Review* (March 1970), 16 - 20.

(L.O.R.T.), U.S.A.'s demands became more specific.

The union's influence with employers in motion pictures was less substantial than with theatre producers. Even in the early years, when most film studios were based in Fort Lee, New Jersey, several studios openly flaunted the fact that they did not employ union scenic artists. After the dissolution of the Hollywood studio system in the late forties, independent filming increased, as did the availability of non-union labor. U.S.A. hesitated to formulate a policy specific to independent films for several years, wanting to hold all film producers to feature film standards. The union was aggressive against some non-union motion pictures, but did not achieve sustained coverage, due to limited organizing power. After the major motion picture producers boycotted New York in 1990, the unions were forced to sign new contracts which included concessions on work rules, but provided improvements in their benefits. While pay in major motion pictures has remained relatively high for scenic artists since the 1970s, the production studios have retained the upper hand in negotiations.

In negotiations with television producers, the union also encountered considerable opposition in dictating work conditions. The initial promise of lucrative jobs in television faded after it became clear the networks would never match the rates of the "outside" scene shops. Though the union achieved some increases through strikes, it was never able to bring the

network rates up to the scales paid in the scenic shops.¹⁷ The concessions in the television rates had repercussions in other industries. Theatrical producers mistakenly felt union workers were giving a competing medium an advantage. (Analysts now believe television took audiences away from motion pictures, but not from the theatre). After most television production was relocated to Hollywood in the early 1950s, the New York television scene shops began competing with the local scenic studios for theatrical commissions. (On exceptional occasions, the union was able to get the network to pay outside rates). The union was able to apply lessons it had learned from network negotiations to the producers of television commercials by accepting lower rates for long-term employees, but maintaining higher rates for short-term employees. The union's influence in television commercials weakened over time, however, due to increased availability of non-union labor.

U.S.A.'s influence with employers, then, was significantly diluted when negotiating in fields other than theatre. Television has proved to be the strongest opponent to U.S.A., probably because the networks were large corporations with hosts of lawyers and economic analysts who could argue the union down on any contract negotiating item. Perhaps the networks' power also is due to the fact that they were more closely aligned to each other

¹⁷ Though a strike in 1949 did achieve a 12% wage increase, and a wage increase two years later was the highest than for any television union, the television rates remained below the scenic shop scales.

than the motion picture studios were. Television networks also were able to use competing unions against each other, and most unions were unable to establish network contracts as strong as for their theatre contracts.

When evaluating the entertainment industry as a whole, therefore, the United Scenic Artists' influence has been limited. The union was most effective in improving conditions in theatrical production (both for designers and scenic artists) than in other entertainment fields. U.S.A.'s greatest weakness in dealing with employers is its size. When dealing with smaller scale employers, like the scene shops, U.S.A. was able to dictate conditions easier than when dealing with larger companies. The greater availability of non-union workers also has seriously weakened U.S.A.'s position at the negotiating table. The union adopted a fairly successful strategy to redress the loss of work to non-union workers; it agreed to grant some concessions on work rules, but protected its members by maintaining other contract provisions, like deferred payment.

Ultimately when one judges the union on its original mission to control scenic production and eliminate unfair competition among scenic studios, we find that at several points in its history, U.S.A. was unable to accomplish this goal (during the Depression, during the early forties, and during the eighties and early nineties). Though it is easy to find fault with the union for not fully achieving its goals, one must again acknowledge the union's size. It is unlikely that any union consisting of a less than three

thousand members at its peak could control conditions across the country in any industry. If the union is considered a failure in its relations with employers, it is because the union's aspirations were too grand and essentially unrealistic. Given the size of the employers and their resistance to the union, the United Scenic Artists probably achieved as much as influence over conditions in the scenic industry as one could realistically expect.

The United Scenic Artists and Other Unions

When U.S.A.'s history is placed within the context of American labor in general, important similarities and differences surface. U.S.A.'s history of membership growth especially provides some noteworthy deviations from general labor trends. The periods of U.S.A.'s growth, in fact, appear to have a negative correlation with the general growth of American unions. In 1895, when the scenic artists first organized, the nation was experiencing a low point in labor activism. Three years later, when the scenic artists union disbanded, American unions had begun a major growth period.¹⁸ When scenic artists organized again in 1912, general union growth had stagnated. During the Depression, many unions experienced growth in the early thirties, but U.S.A. lost members during the same years; it was not until the late thirties, after most unions had achieved their highest rate of recruitment, that

¹⁸ Leo Wolman, *The Growth of American Trade Unions*, 21 - 37.

U.S.A. began its organizational drives.¹⁹ As American unions shrank during the 1970s and 1980s, U.S.A. again went against the trend and enjoyed an expanding membership. Factors affecting U.S.A.'s membership growth were unrelated to factors contributing to most unions' growth, and as we have seen, U.S.A.'s enrollment was more closely related to the state of production in entertainment fields.

In the highly-unionized profession of theatre, the presence and actions of other labor organizations can create serious repercussions, and the actions of other unions often directly or indirectly influenced the United Scenic Artists. Other theatre and film unions often set standards that U.S.A. followed. After Actors Equity struck on Broadway in 1961, for example, all theatre unions were given increases to their benefit plans. By the time U.S.A. negotiated with Off-Broadway and regional theatre producers during the 1980s, I.A.T.S.E. and Equity had already established classifications on theatre size and set appropriate wage scales. Television and film production work hours and conditions usually were established by I.A.T.S.E.'s negotiations with producers and U.S.A. almost always followed their precedent. After the film boycott of 1990, U.S.A. scenic artists had to accept conditions established by I.A.T.S.E. film locals, which expanded work hours but compensated for

¹⁹ The A.F.L. gained 500,000 members during 1933 and 400,000 during 1934. Zeiger, 31. From August 1933 through October 1934, U.S.A. membership dropped almost 12%, from 381 to 336. Report on Unemployment United Scenic Artists, New York City, 26 December 1934. U.S.A. Collection, File 5-9.

them with greater benefit payments.

The union that has influenced U.S.A. the most is the union with which U.S.A. has the most in common, the stagehands' union. I.A.T.S.E. carpenters build the sets designed by U.S.A. scenic designers and painted by U.S.A. scenic artists; I.A.T.S.E. wardrobe personnel construct and maintain the costumes designed by U.S.A. costume designers; and I.A.T.S.E. electricians hang and operate the lighting equipment for union lighting designers. Since the two unions have been so closely allied in professional concerns, it is not surprising they have had a rocky relationship. Their cooperative ventures include establishing the Combined Amusement Crafts in the twenties, campaigning for motion pictures in New York after the World War II, and creating bargaining agreements for low-budget films. U.S.A. members were very active in the move to improve health and safety of working conditions in scenic and film studios, but probably would not have been as effective without the assistance of I.A.T.S.E. The more turbulent periods between the two unions included instances when I.A.T.S.E. failed to support U.S.A. during strikes, when the two unions competed for craft jurisdiction (such as the duties of a property master in theatre or paperhanging for television settings) or for geographic jurisdiction (such as the representation of scenic artists in Florida during the seventies and eighties).

When U.S.A. and I.A.T.S.E. contended for the jurisdiction for the same work, the battles could be fierce, and U.S.A. usually lost. On the other side of

the coin, however, when U.S.A. and I.A.T.S.E. were working to improve industry conditions, such as raising production levels or improving safety guidelines, they were valuable partners. The stagehands union, then, seems to be the greatest outside influence on the United Scenic Artists. I.A.T.S.E.'s influence on U.S.A. is perhaps even greater than the federal government or any one legal decision. Because I.A.T.S.E. members are more connected with the every day activities of U.S.A. members than any other group, they possess great potential to affect the United Scenic Artists for many more years.

Though the work conditions, wages, and benefit plans for U.S.A. members were significantly influenced by the actions of other unions, this is not to suggest the officers of the United Scenic Artist were ineffective. Had scenic artists and designers not possessed a union, surely their position in the industry would be weaker and less significant than it is today. U.S.A.'s value in such cases was not in setting industry standards, but in assuring that its members were not exploited or forced to work below industry standards.

The United Scenic Artists and Its Members

During its long history, U.S.A.'s membership addressed many issues that went beyond their relations with employers and other unions, and the relationship of the union with its members has proven to be rather complicated. From the application process through the designation of different professions, U.S.A. has provided important benefits and significant

obstacles to the designers and craftspeople who belonged to or wanted to belong to the union.

A member of the United Scenic Artists began his or her relationship with the union through the entrance exam. The U.S.A. exam had a notorious reputation within the industry for many years. Initially the union claimed the entrance test was needed to guarantee all members met minimum work standards. For many years, however, it was used as an exclusionary device, offered on an infrequent basis, or purposely arduous. By the late 1970s, the status of the exam was diminished. The number of applicants had grown so cumbersome that the union dropped the comprehensive exam and tested applicants only in particular craft categories. (Union entrance exams were considered obsolete, and some designers were able to obtain commissions without union membership.) Consequently, in 1985 U.S.A.'s exam was reduced to a portfolio review for almost all categories; only scenic painting still requires a practical exam. The changes in the union's entrance exam meant that standards for membership were not as stringent, but also that membership was more democratic.

For workers in craft trades and freelance fields like theatre and film, unions are the primary provider of financial benefits since employers do not offer health care packages and pension plans to part-time or seasonal workers. In its early years, the union provided death benefits and strike pay, and eventually expanded these benefits to include pension and welfare funds,

health care coverage, and investment plans. U.S.A.'s success in providing more benefits is one of the union's most important functions. In interviews, several members mentioned that the union's benefit packages were the among greatest assets of belonging to the United Scenic Artists.²⁰

Throughout its history, U.S.A. has provided professional assistance to its members in a variety of ways. In the 1940s, for example, union members organized scenic painting classes and during the 1980s, the union offered a series of seminars instructing members about important safety techniques. The union's training programs were offered on a sporadic basis, usually after several members perceived a crisis within the profession, and the union has yet to develop a permanent training system. Though U.S.A.'s reactive stance was not unusual for a union, its members might have been better served had the union regularly offered classes. U.S.A. possesses great potential to provide educational programs, and it is clear its resources in this regard have been under-utilized.

The union also promoted the craft of scenic arts and design on behalf of its members. This was accomplished through the coordination of exhibitions of members' art work and the publication of promotional materials.²¹

²⁰ Josh Starbuck, union lighting designer, interview by author, tape recording, Brooklyn, NY, 13 September 1995. Virginia Lim, union scenic artist, interview by author, tape recording, New York, NY, 20 September 1995.

²¹ *United Scenic Artists, 1940-1941 Almanac*, U.S.A. Collection, File 1-2. Put "Theatre" in Your World's Fair Thinking, United Scenic Artists' File, Billy Rose Theatre Collection, New York Public Library of the Performing

Though these efforts did not produce directly quantifiable results, they provided union members with opportunities to become better known in the public and professional realms. U.S.A. also served as a clearing house on legal matters, helping designers who were involved in court disputes by either providing attorneys at union expense or referring them to lawyers who were familiar with the issues. Though not all union designers might have required legal support, it was a service that no other organization was providing. Union membership, then, provided U.S.A. members with assistance in their professional concerns beyond setting wage scales and creating pension funds.

Of course, U.S.A. membership included obligations in addition to the benefits. In addition to traditional monetary obligations, such as dues and assessments, U.S.A. members also faced some important restrictions. As in other unions, U.S.A. members who operated their own shops were forbidden from voting on contract provisions, and strike breakers could be fined. Other U.S.A. rules prevented designers from creating business partnerships with each other, formally incorporating themselves, or billing for services. These controversial regulations were created to protect U.S.A.'s union status and prevent any perception that it was a group of independent contractors. Such rules placed the members' business practices and potential financial gain in conflict with U.S.A.'s agenda, and ultimately the individual members may

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have lost job opportunities or the possibility of financial gain. Union designers, therefore, faced restrictions to their business as a direct result of their enrollment in U.S.A. Though most members did not perceive the limitations to their business ventures as an obligation similar to paying union dues, their compliance girded U.S.A. from legal attacks and helped ensure the union's future.

As an organization with a hundred year history, the profile of the union's membership underwent significant transformation. Analyzing the demographic changes of the membership, one finds dramatic contrasts. In 1895, the scenic artists union comprised 31 caucasian men who worked for theatres located primarily in the eastern United States. A century later, the United Scenic Artists was almost 70 times larger, serving scenic artists and different types of designers who worked in several performance genres around the country.²² The demographics also had expanded to include a significant proportion of female members and non-caucasian members. Of course, some of the changes affecting the demographics of U.S.A. were a function of larger causes--such as the civil rights movement and the increase of women working outside the home. Union records show that though the United Scenic Artists hampered admission for women, African-Americans, and immigrant scenic artists during the union's earlier years, women and

²² In 1995, the union membership was over 2300.

men of ethnic minorities eventually became leaders and officers within the union.

Changes in the union's membership were also related to industry changes and the union's organizing activities. When the role of designer became a function distinct from the scenic artist, the union responded by organizing dozens of scenic designers in 1923. Over time, the union brought in other professions, and some, like costume and lighting designers, have become sizeable portions of the union's composition. Some other professions were not as successfully organized by U.S.A. due to conflicts with I.A.T.S.E. (U.S.A. lost jurisdiction over make-up artists and set decorators in television). The most recent changes to the union's membership occurred in 1980, when craftworkers who had no representation were brought into U.S.A.

Generally, bringing in new professions has been a boon for the union, since it broadened the membership base and kept the union from shrinking as some professions, like scenic painting, became less common. The act of bringing the designers into a scenic artists' union probably was the one act of organizing that had the greatest effect on U.S.A., since it changed the union's composition and its relations with employers. While scenic artists were vulnerable to the fads of scenic painting, designers became a mainstay both within the industry and the union. The inclusion of designers was important also because it provided the precedent for organizing other professions.

Though new professions were included in the union, they were not

accepted as equals. For almost thirty years after they were organized in 1937, costume designers, mural artists, and diorama-display workers existed in U.S.A. only as associate members. The full member/ associate member divide clearly demonstrated the union's value system. The union could not provide as much protection for costume designers (or mural artists or diorama workers) as it provided for scenic designers. In addition to being paid at a lower scale, costume designers could not expect job flexibility equal to scenic designers, especially when working in television. Even after the two level system was eliminated, some craft categories, like allied crafts and costume designers, felt their needs were ignored. This sense of being left out may be a function of the costume designers being a minority in the union, or being undervalued within the industry at large. Clearly the union has been operating within a system of priorities that places scenic artists and scenic designers above costume designers and other members.

Because the union represented workers of different professions, production techniques and other concerns external to the union occasionally erupted into disputes within U.S.A. Some union designers, for example, were censured for advocating the New Stagecraft and implying that scenic painting was passé. Scenic artists and designers also argued within the union over the proper procedure for converting a design into a fully realized setting. One controversy revolved around the necessity of a model for a play's settings. Later, during a period of low production, scenic artists demanded the

right to design for cheaper rates, but were ultimately denied such privileges. Scenic designers criticized the union's rates for design assistants, arguing that because they could not afford to pay their assistants at full scale, U.S.A. was effectively squashing the chance for designers to hire apprentices.²³ By the 1980s, union designers were so frustrated that they suggested the entire union be restructured.

This tension between designers and the craftspeople in the union can be attributed to the different nature of their professions. Designers are essentially white-collar workers who depend on their individuality for success. As artists who vie against one another for commissions, designers need to develop their own personal, professional reputations. The protests from the designers over the years, such as the protest against the model-building requirement, were primarily a response to infringements on their artistic individuality.

Scenic artists, on the other hand, are essentially blue-collar workers, albeit very highly skilled, who are collective-oriented. They usually work as part of a crew that includes other scenic artists, and they achieve the greatest economic gains when all scenic artists are working at the same wages. The scenic artists argued with the most vehemence against the designers when they felt the designers were not living up to the collective goals of the union.

²³ Harold Burris-Meyer and Edward Cole, *Scenery for the Theatre* (Boston: Little, Brown & Co., 1938, reprint 1941), 33.

Though designers and scenic artists share some professional traits, like advanced art training and seasonal work schedules, their professional differences indicate the source of conflict between the two groups.

The friction between the scenic artists and designers should not have surprised U.S.A. members, since many of the designers recruited in 1923 had resisted joining a crafts union. Indeed, since this conflict among members has been a recurring feature of the union's history, it might be classified as one of U.S.A.'s inherent traits. That the union's membership at one time agreed "United Scenic Artists" was not an accurate reflection of the union, and that they could not create a title that satisfied everyone in the membership, are perhaps the most telling indications of the union's internal tension: U.S.A. members as a group have been unable to determine if they share a professional identity. The members apparently perceived more differences among themselves (along professional lines) than similarities. The diversity of the union's membership eclipses one of its strengths, which is the benefits the union provides. Were U.S.A. to split into smaller unions based on specific professions--a union for scenic designers, one for scenic artists, another for costume designers, etc.--none of the surviving unions would be large enough to provide the insurance and pension benefits currently provided by the union.

Looking at the effects of U.S.A. on its members then, we find that membership was not free of drawbacks. Even when the entrance exam was at

its most difficult, some applicants might have found the application process less daunting than the restrictive work rules, unequal treatment, and occasional internal conflicts. Scenic artists and designers, however, would not have been provided with pension and medical benefits, professional resources like legal assistance and training seminars, had the union not existed to supply a collective voice. For someone working full-time in the industry, U.S.A.'s benefits far outweighed the obligations and internal disputes.

The United Scenic Artists: 1995 - 2095

As the United Scenic Artists face their second century of existence, they have a considerable history to review and reexamine. From this history, they can develop some long term-strategies for the union in dealing with employers, other unions, and union members.

As we have seen, U.S.A.'s prosperity is related to the prosperity of the industry as a whole, and the union should encourage industrial growth. U.S.A. has participated in initiatives like the Broadway Alliance with employers and other unions, and the need for similar programs may reappear in the future. The officers of U.S.A. should help the industry operate at its greatest potential by working with employers and eliminating work rules that strangle production. Health and safety measures should not be compromised, but rules that apply to minimum work hours and schedules should not be so

restrictive as to significantly affect a production's budget. Though fluctuations in the industry are difficult to predict, they are almost certain to come—the history of entertainment production in the twentieth century has proven to be one of change. The union's success depends on being able to adapt to the changes. If the union attempts to prevent change, it may lose jobs to non-union workers.

U.S.A. has been slow in its response to new developments in entertainment production, such as the emergence of television, Off-Broadway, and regional theatre. If decentralization of entertainment production continues, the union will face more changes in the industry. While the branch offices of the U.S.A. have helped spread the union to new corners and new markets, the union remains concentrated in New York. As production across the country grows, the union will need to strengthen its jurisdiction away from New York to protect its members. This could entail establishing more regional offices and expanding the staff to include more business representatives devoted to organizing scenic workers and building networks with employers in remote locations. To address scenic production on a national scale, the United Scenic Artists will need to expand its scope even further.

One recent development in technology that the union should address is a change in printing that may put scenic artists out of work. Recently, enormous color laser printers have become standard in producing large signs,

and in some cases, scenic drops.²⁴ The images produced by these printers can be created on computers, requiring less time and manpower. The issue for U.S.A. here is one of cost—can its members provide a similar product at a cheaper rate? If not, the union may find many of its scenic artists losing jobs to automation. The union could attempt to organize the operators of these new machines (if they are not already organized), or U.S.A. could provide its members with training on the machines. As the technology becomes more advanced and sophisticated, the union must adapt quickly or its members will be left fighting for fewer and fewer jobs.

Among the union's greatest vulnerabilities is the competition from non-union workers. This problem does not seem to be dissipating, so U.S.A. should plan to confront the issue directly with aggressive organizing programs. The union's benefits are already a great incentive for non-union workers to join. Maintaining the integrity of these benefits is something U.S.A.'s leadership should keep as a priority, since it is something that is important to organizing new members and retaining long-term members. Another option could be to regularly offer training seminars, so members could maintain strong skills and keep informed of the latest industry developments. This strategy would not only make union members more attractive to employers, but it would make the union more attractive to non-

²⁴ William L. Maiman, "Machine Printed Scenery," *TCI* (March 1998), 50 - 53.

union workers.

When dealing with employers, the collective principle of unions has proven effective for U.S.A., so the union should maintain strong ties with other unions, especially I.A.T.S.E. This will not be an easy task, since the rivalry between the two unions does not appear likely to fade soon.

However, the union has been able to achieve more with the help of I.A.T.S.E. and Actors Equity than working on its own. The cliché says, "Keep your friends close, but your enemies closer," and since relations between I.A.T.S.E. and U.S.A. can be defined as alternately friendly and antagonistic, the United Scenic Artists would be wise in the future to maintain a close relationship with their stagehand cousins. Another reason working with the other unions is so crucial is because the competition from non-union workers will probably remain a constant threat.

U.S.A. should also be proactive in addressing the differences among its members, especially healing the rift between the scenic artists and the designers that occasionally erupts. Since the union lost the closed shop, the ties between the two groups have atrophied, and though different organizational structures have been proposed, the United Scenic Artists remains an odd marriage of entertainment personnel. The best way to address this problem will be to establish a system in which the scenic artists and designers share a relationship that is mutually beneficial. This task may

be extremely difficult, if not impossible, but until it is resolved, the internal problems will reemerge.

From 1895 to 1995, the scenic artists' union had a limited influence on the entertainment industry, but U.S.A. had an enormous impact on scenic artists and designers. To paraphrase this chapter's epigraph by Robert Zeiger, though it occasionally has had a rival (I.A.T.S.E.), the United Scenic Artists has been "the best possible embodiment of the public and collective aspirations of scenic artists and designers" for the past hundred years. It has had a history of successes and failures, and it provides lessons that the United Scenic Artists can use in the new millennium.

APPENDIX A

Designer's Fees per Show, 1940-41.

HOWARD BAY

<i>The Fifth Column</i>	1000
<i>Morning Star</i>	500
<i>Opera Revivals</i>	2000
<i>The Corn is Green</i>	500 = \$4000 total

A. V. TACK

<i>Les Sylphides</i>	600
<i>Swan Lake</i>	150 = \$750 total

LUCINDA BALLARD

<i>Raymond Scott Quartet/Quintet?</i>	750
<i>Peter & the Wolf</i>	500 = \$1250 total

ROBERT BERGMAN

Three Ballets	\$300
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L. GOLDWASSER

<i>Passage to Bali</i>	1000
<i>To What Red Hell</i>	1000
<i>And If I'm Elected</i>	750 = \$2750 total

J. JORGULESCO

<i>Le Nozze de Figaro</i>	1000
<i>Daughter of the Regiment</i>	750 = \$1750 total

N. DE MOLAS

<i>Creation du Monde</i>	510
<i>Coyescas</i>	250
<i>Italian Suite</i>	345 = \$1105 total

ROBERT EDMOND JONES

<i>Juno and the Paycock</i>	500
<i>Love for Love</i>	500
<i>Tonight at 8:30</i>	500 = \$1500 total

HARRY HORNER

<i>Reunion in New York</i>	250
<i>The Burning Deck</i>	500

<i>The Weak Link</i>	500
<i>I'm Listening</i>	500
<i>(Lady in the Dark)</i>	
<i>Il Trovatore</i>	2250 = \$4000 total
BEN EDWARDS	
<i>Spell Your Name</i>	\$500
JO MIELZINER	
<i>Higher & Higher</i>	4000
<i>The Little Dog Laughed</i>	3000
<i>Journey to Jerusalem</i>	2500
<i>Flight</i>	2000
<i>Pal Joey</i>	1500
<i>The Talley Method</i>	2000
<i>Cream in the Wheel</i>	2000
<i>Mr. North</i>	1000 = \$18,000 total
WATSON BARRATT	
<i>Leave Her to Heaven</i>	1250
<i>Love's Old Sweet Song</i>	750
<i>Bangtails</i>	750
<i>Kind Lady</i>	500
<i>Night of Love</i>	900
<i>Romantic Mr. Dickens</i>	1000 = \$5150 total
LEMUEL AYERS	
<i>Worth A Million</i>	250
<i>Pygmalion</i>	750
<i>Eight O'Clock Tuesday</i>	250 = \$1250 total
CIRKER & ROBBINS	
<i>Goodbye in the Night</i>	1000
<i>No Heaven on Earth</i>	250
<i>It's A Girl</i>	500 = \$1750 total
KARL AMEND	
<i>Margin for Error</i>	\$250
NAT KARSON	
<i>Keep of the Grass</i>	1250
<i>Lilliom</i>	1750 = \$3000 total

BORIS ARONSON

Heavenly Express 1250
Little Joe 2400 = \$3650 total

RAYMOND SOVEY

Ladies in Retirement 750
Grey Farm 500
Jupiter Laughs 500
Conquest in April 1250
Delicate Story 1000
Arsenic and Old Lace 750 = \$4750 total

RICHARD WHARF

Revelation 1500
Old Acquaintance 1200
Follow the Furies 750 = \$3450 total

SAMUEL LEVE

Medicine Show 500
Gilbert & Sullivan Operettas 2500 = \$3000 total

JOHN ROOT

Lady in Waiting 1350
Out From Under 1000
Geo Washington Slept Here 1000
Glamour Preferred 1000 = \$4350 total

A. A. OSTRANDER

Not for Children \$750

STEWART CHANEY

An International Incident 1000
Twelfth Night 1500
Viennese Ballet 500
Suzanna and the Elders 750
She Had to Say Yes 1750 = \$5500 total
 [Life With Father #2 575?]
 [Life With Father #3 575?]

ALBERT JOHNSON

American Jubilee 3000
Crazy with the Heat 3000 = \$6000 total

THOMAS LEE	
<i>Louisiana Purchase</i>	1000
<i>Hi-Ya Gentlemen</i>	1000 = \$2000 total
W. ODEN WALLER	
<i>Return of the Vagabond</i>	500
<i>Boys and Girls Together</i>	1800 = \$2300 total
FRED FOX	
<i>Strangler Fig</i>	250
<i>Johnny Belinda</i>	1500
<i>Blind Alley</i>	500
<i>The Hard Way</i>	500 = \$2750 total
NORMAN BEL GEDDES	
<i>Ice Revue</i>	\$2000
RENE DU BOIS	
<i>Panama Hattie</i>	2000
<i>Liberty Jones</i>	750
<i>Hold on to Your Hats</i>	1750 = \$4500 total
EUGENE DUNKEL	
<i>Nutcracker</i>	\$3000
TOM CRACRAFT	
<i>Second Helping</i>	\$250
J. LARSEN	
[Stock Co Copley Sq Boston Mass \$75 per week - VOID]	
<i>Boyd's Daughters</i>	500
<i>Return Engagement</i>	250 = \$750 total
HERBERT ANDREWS	
<i>Elmer the Great</i>	333.33
<i>Cue for Passion</i>	250 = \$583.33 total
JOHN KOENIG	
<i>Charley's Aunt</i>	\$750
PERRY WATKINS	
<i>Big White Fog</i>	500
<i>I Want</i>	1000 = \$1500 total

M. DOBUJINSKY	
<i>Un Ballo in Maschera</i>	\$1500
CARL KENT	
<i>The Lew Yorkers</i>	200
<i>Tis of Thee</i>	1200 = \$1400 total
R. RYCHTARIK (Local 350)	
<i>Alceste</i>	\$1000
E. GILBERT	
<i>All in Fun</i>	\$750
D. M. OENSLAGER	
<i>The White Haired Boy</i>	650
<i>Beverly Hills</i>	750
<i>The Old Foolishness</i>	750
<i>Out West It's Different</i>	650
<i>Retreat to Pleasure</i>	1000
<i>My Sister Eileen</i>	650
<i>The Lady Who Came to Stay</i>	700 = \$5150 total
LOUIS KENNEL	
<i>Money Makes the Man Go</i>	750
<i>First Stop to Heaven</i>	550 = \$1300 total
HORTON O'NEILL	
<i>Flying Gerendas</i>	\$500
C. THROCKMORTON	
<i>Battle of the Angels</i>	\$500
MERCEDES DE MERCADO	
<i>Tanyard Street</i>	\$500
LOUIS BROMBERG	
<i>Russia Bank</i>	\$1000

Summary:

113 shows were included in the survey.

The total income for the designers was \$112,738.33, for the 113 contracts filed by 45 designers.

Average design fee per show = \$997.68

Average income per designer for period = \$2505.30

Mode of income per designer for period = \$750

Source: United Scenic Artists Collection, file 2 - 3.

APPENDIX B

Painting Contractor's Fees, 1940-1941.

Listed with contract number, title of production, and designer in parentheses.

KAJ VELDEN

89	<i>All in Fun</i> (Edward Gilbert)	500
93	<i>Night of Love</i> (Watson Barratt)	850
104	<i>And if I'm Elected</i> (Goldwasser)	350
106	<i>Romantic Mr. Dickens</i> (W. Barratt)	900 = \$2600 total

STAGECRAFT

52	<i>It Happens on Ice</i> (Bel Geddes)	3000
68	<i>Second Helping</i> (Cracraft)	350
71	<i>Blind Alley</i> (Fred Fox)	350
120	<i>Liberty Jones</i> (R. Du Bois)	1200 = \$4900 total

HOLAK STUDIOS

73	<i>Big White Fog</i> (Perry Watkins)	\$800
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BRADFORD ASHWORTH INC.

11	<i>Juno and the Paycock</i> (REJ)	375
47	<i>Journey to Jerusalem</i> (Mielziner)	terms: on cost plus basis
48	<i>Twelfth Night</i> (S. Chaney)	3000
72	<i>Charlie's Aunt</i> (John Koenig)	1300
76	<i>Transatlantic Flight</i> (Mielziner)	cost plus basis
81	<i>Pal Joey</i> (Mielziner)	cost plus basis
83	<i>Suzanne the Elder</i> (S. Chaney)	500
102	<i>Old Foolishness</i> (Oenslager)	786
108	<i>The Talley Method</i> (Mielziner)	810
109	<i>Cream in the Well</i> (Mielziner)	1500
115	<i>Battle of Angels</i> (Ashworth)	565
118	<i>Flying Gerardas</i> (Horton O'Neill)	285 = \$9121 total

W. ODEN WALLER

26	<i>Return of the Vagabond</i> (OdenWaller)	750
51	<i>Boys & Girls Together</i> (Oden Waller)	1500 = \$2250 total

LOUIS BROMBERG

42	<i>Russia Bank</i> (L. Bromberg)	\$5500
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CENTER STUDIOS

24	<i>Morning Star</i> (H. Bay)	300
49	<i>Crazy with the Heat</i> (H. Horner)	385
91	<i>Elmer the Great</i> (Herbert Andrews)	660
94	<i>The Corn is Green</i> (H. Bay)	342
112	<i>Cue for Passion</i> (H. Andrews)	200
123	<i>Tanyard Street</i> (Mercedes de Mare)	250 = \$2137 total

KARL AMEND

21	<i>Margin for Error</i> (K. Amend)	\$900
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CIRKER & ROBBINS

20	<i>Goodbye in the Night</i> (C&R)	5505
26	<i>No Heaven on Earth</i> (C&R)	1187
59	<i>Barber of Seville</i> (C&R)	780 = \$7472 total

VAN ACKERMAN

22	<i>Keep Off the Grass</i> (Nat Karson)	3200
38	<i>To What Red Hell</i> (L. Goldwasser)	910 = \$4100 total

TRIANGLE STUDIO

1	<i>Fifth Column</i> (H. Bay)	1000
27	<i>Ladies in Retirement</i> (R. Sovey)	1358
28	<i>Revelation</i> (R. Wharf)	1400
33	<i>An International Incident</i> (S. Chaney)	500
35	<i>Louisiana Purchase</i> (Tom Lee)	5000
45	<i>Hold on to Your Hats</i> (Du Bois)	5000
56	<i>George Washington Slept Her</i> (J. Root)	700
57	<i>Bangtails</i> (W. Barratt)	750
58	<i>Jupiter Laughs</i> (R. Sovey)	500
60	<i>Lady in the Dark</i> (H. Horner)	3000
65	<i>Old Acquaintance</i> (Richard Wharf)	950
66	<i>Panama Hattie</i> (DuBois)	2000
82	<i>Beverly Hills</i> (Oenslager)	665
90	<i>Opera Revivals</i> (H. Bay)	1350 (3 @ 450)
95	<i>Italian Suite</i> (De Molas)	420
99	<i>Hi Ya Gentlemen</i> (Tom Lee)	3300
104	<i>Out West it's Different</i> (Goldwasser)	630
111	<i>My Sister Eileen</i> (Oenslager)	650
119	<i>The Lady Who Came to Stay</i> (Oenslager)	750 = \$29,923 total
103	<i>Out West it's Different</i> --	

KOECK & MEYER

9	<i>Le Nozzi di Figaro</i> (Jorgulesco)	3330
54	<i>Daughter of the Regiment</i> (Jorgulesco)	3200
79	<i>Alceste</i> - Met OH (Rychtarik)	2580 = \$9110 total

EUGENE B. DUNKEL

18	<i>The Burning Deck</i> (H. Horner)	408
67	<i>Nutcracker</i> (Dunkel)	1800
77	<i>The Lew York</i> (ballet) (Carl Kent)	1200
78	<i>Viennese Ballet</i> (S. Chaney)	600
98	<i>Follow the Furies</i> (R. Wharf)	250 = \$ 4258 total

STUDIO ALLIANCE

2	<i>Sylphides</i> (Tack)	1050
8	<i>Passenger to Bali</i> (Goldwasser)	1500
14	<i>Reunion in NY</i> (H. Horner)	314
16	<i>Higher & Higher</i> (Mielziner)	940
25	<i>Heavenly Express</i> (B. Aronson)	1150
44	<i>Love for Love</i> (R.E. Jones)	500
46	<i>The Little Dog Laughed</i> (Mielziner)	1900
50	<i>Little Joe</i> (B. Aronson)	2400
64	<i>Gilbert & Sullivan</i> (Sam Leve)	1500
74	<i>Masque Ball</i> - Met OH (Dobujinsky)	5720
92	<i>Crazy with the Heat</i> (Albert Johnson)	1715
101	<i>Il Trovatore</i> - Met OH (H. Horner)	2720
116	<i>Mr. & Mrs. North</i> (Mielziner)	500 = \$21,909 total

ROBERT W. BERGMAN

3	<i>Raymond Scott quintet</i> (L. Ballard)	1400
4	<i>Peter & the Wolf</i> (L. Ballard)	500
5	<i>Ballet Theatre 3 Ballets</i> (L. Ballard & De Molas)	3000
6	<i>Life With Father #2 Co</i> (S. Chaney)	575
10	<i>Creation of the World</i> (H. Horner)	450
23	<i>The Weak Link</i> (H. Horner)	350
30	<i>Lilliom</i> (Nat Karson)	2500
31	<i>Lady in Waiting</i> (J. Root)	1000
32	<i>Not for Children</i> (A. Ostrander)	850
37	<i>Love's Old Sweet Song</i> (W. Barratt)	1000
39	<i>Out from Under</i> (J. Root)	630
40	<i>Strangler Fig</i> (F. Fox)	200
41	<i>Grey Farm</i> (R. Sovey)	575
53	<i>Johnnie Belinda</i> (Fred Fox)	200
61	<i>Life with Father #3 Co</i> (S. Chaney)	575

80	<i>White Haired Boy</i> (Oenslager)	540
84	<i>Pygmalion</i> (L. Ayers)	850
96	<i>Conquest in April</i> (R. Sovey)	1750
97	<i>Glamour Preferred</i> or <i>Morality Clause</i> (J. Root)	550
105	<i>She Had to Say Yes</i> (Stewart Chaney)	1000
107	<i>Delicate Story</i> (R. Sovey)	850
110	<i>Retreat to Pleasure</i> (Oenslager)	1025
114	<i>The Hard Way</i> (F. Fox)	375
117	<i>Arsenic & Old Lace</i> (R. Sovey)	925
121	<i>8 O'clock Tuesday</i> (L. Ayers)	525 = \$22195 total

JULES LAURENTS

15	<i>It Might Have Been You</i> (B. Edwards)	350
29	<i>Medicine Show</i> (Sam Leve)	400
85	<i>Tis of Thee</i> (Carl Kent)	600 = \$1350 total

LOUIS KENNEL

17	<i>Leave Her to Heaven</i> (W. Barratt)	670
19	<i>Worth A Million</i> (L. Ayers)	
62	<i>Kind Lady</i> (W. Barratt)	190
100	<i>Money Makes the Man Go</i> (Kennel)	725
122	<i>1st Step to Heaven</i> (Kennel)	500 = \$2085 total

Note: Though the contracts number 1 through 123, only 104 contracts are supplied. (The following contract numbers are missing from this list: 7, 12, 13, 34, 36, 43, 55, 63, 69, 75, 86, 87, 88, 113. Two contracts are listed with number 104, Kaj Velden and Triangle)

The total income was \$130,610 for the 104 contracts filed by 17 contractors.

Average income for contractors = \$7682.94.

Median income for contractors = \$4258.

Median number of contracts filed by contractor = 4

Average contract fee = \$1255.86

Median contract fee = \$800

Mode contract fee = \$500.

Source: United Scenic Artists Collection, file 4 - 27.

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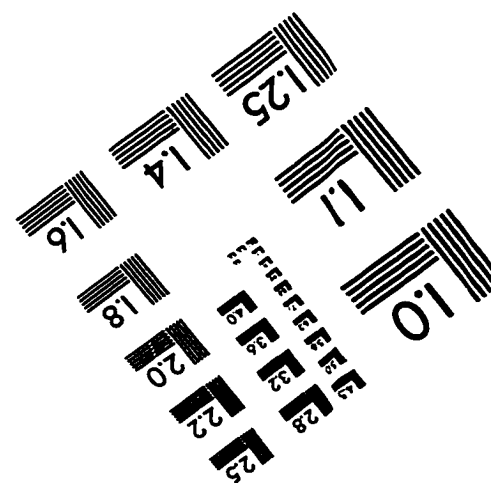
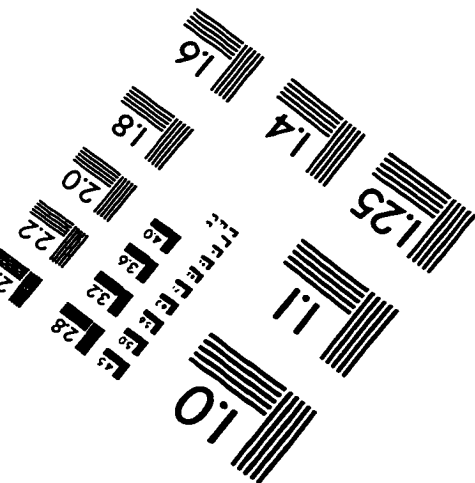
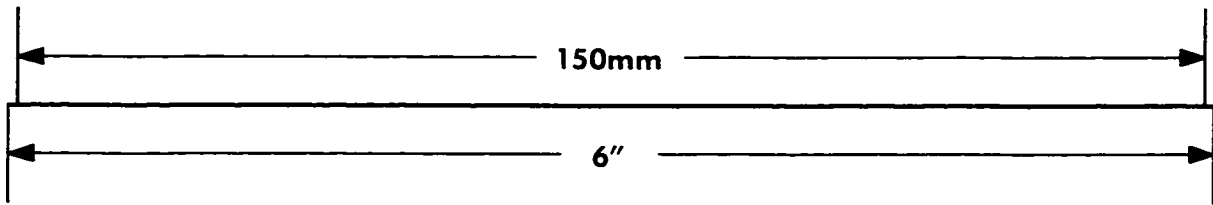
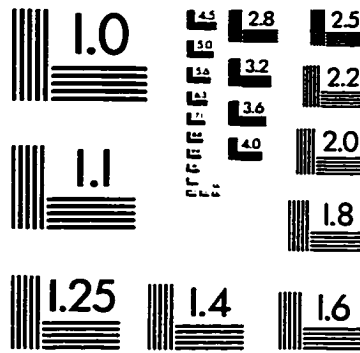
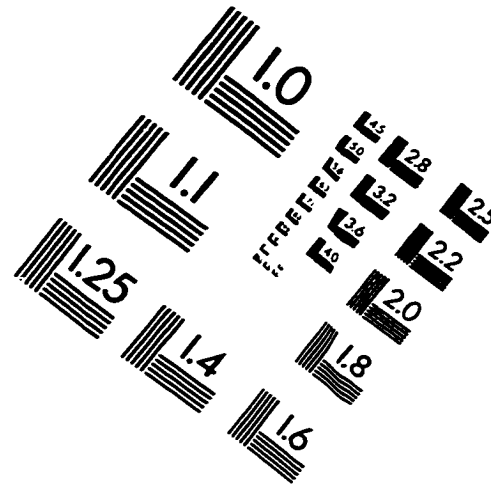
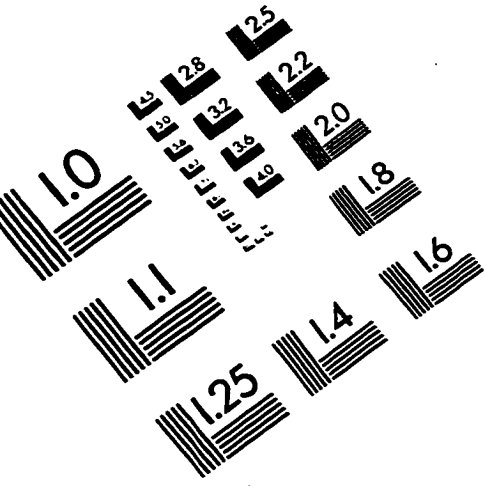
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