Inciting the Rank and File: The Impact of Actors' Equity and Labor Strike

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Abstract

Stage actors have long been an integral element of the cultural community in the United States. From vaudeville to the Broadway stage, actors have carved a niche for themselves in the theatrical landscape of this country. Actors are both artists and workers within the theatrical industry. As the latter, actors are members of the labor movement and engage in traditional organized labor activities. This article explores why the members of Actors' Equity Association have been motivated to strike against theatrical producers and reveals organizational weaknesses inherent when artists join the labor movement.

Keywords

Actors' Equity Association, actors' strike, cultural unions, labor in the arts

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Introduction

> "It is merely a question how far each actor is ready to be a hero in the fight."
>
> -- Actor Richard Mansfield wrote in *The World*, December 2, 1897 of gaining rights for stage actors

Figure 1. Actor Richard Mansfield, 1907. Photo Credit: Wikipedia.

Stage actors have long been an integral element of the cultural community in the United States. From vaudeville to the Broadway stage, actors have carved a niche for themselves in the theatrical landscape of this country. Thus, over the years, hundreds of books have been published discussing the intricacies of the acting business, with most including a chapter or so on how to join an actors' union. Yet, little has specifically been written on the functionality of the primary theatrical actors' association and union, Actors' Equity Association. Thus, this research considers a relatively unexamined issue on the influence of the union on the theatrical industry. There are two primary questions guiding this investigation: 1) What motivates actors to rise up and strike against theatrical producers? 2) How have strikes impacted Actors' Equity as an organization and the theatrical industry? And 3) How has this been important in the theatrical industry of the United States?

Conceptual Framework

For centuries, researchers have explored the fundamental questions of how and why organizations function in the manner that they do. Theories have developed from varying fields including political science, sociology, economics, and psychology. Most modern accounts tend to place the beginning of organizational theory with Frederick Taylor's Scientific Management. Taylor's principles focused on how to make work and workers more efficient. Thus, Taylor equated workers with machines. Although Taylor's theories were abandoned for more humanistic treatment of workers, early organizational theory focused on the worker through research on motivation and management as well as institutional structure.

While many of these classic theories of organization studies are referenced today, contemporary theorists began exploring other conditions that may affect the behavior of organizations. The turbulent decades of the 1960s and 1970s had researchers considering whether or not these external conditions affect institutions. This work grew into open systems theory, which focused on organizations within their contextual environments. Further research began to consider the dynamics of power and authority on organizational functions.

These works served as precursors to Pfeffer and Salancik *The External Control of Organizations: A Resource Dependence Perspective* (1978). In the introduction to the 2003 reprinting of Pfeffer and Salancik's work, Pfeffer discusses the origin of the theory which became known as resource dependence theory: "The idea was that if you wanted to understand organizational choices and actions, one place to begin this inquiry was to focus less on internal dynamics and the values and beliefs of leaders and more on the situations in which organization were located and the pressures and constraints that emanated from those situations" (xi). Hence, the authors were proposing a shift in thinking about organizational control from an internal management perspective to an external resource perspective. The theory considers not how organizations *operate* but rather how they *survive*.

Consequently, the authors break down their theory into three primary considerations: 1) the acquisition of resources by organizations; 2) the organization's survival ability; and 3) the use of resources within the organization to accomplish something. In order to address the first concern, organizations must cope within their social environment in order to attain resources. Next, in order for the organization to survive, it must learn how to adjust to and manipulate its social environments. Finally, an organization must learn to best use the resources it is able to acquire to become internally efficient.

The authors contend that there are two methods for evaluating an organization: 1) effectiveness and 2) efficiency. The authors define organizational effectiveness as the "*external* standard of how well the organization is meeting the demands of the various groups and organizations concerned with its activities" (37, emphasis added). Organizational efficiency is an "*internal* evaluation of the amount of resources consumed in the process of doing this activity" (37, emphasis added). While one is an external evaluation and the other an internal evaluation, the authors note that, in order to be effective, the organization must have a realistic understanding of its social environment.

Consequently, the structure of the social environment is characterized by three elements:

1) Concentration: the extent to which power and authority in the environment is widely dispersed;
2) Munificence: the availability or scarcity of critical resources; and
3) Interconnectedness: the number and pattern of linkages, or connections, among organizations.

The authors argue that, "these three characteristics, in turn, determine the relationship among social actors – specifically the degree of conflict and interdependence present in the social system. Conflict and interdependence, in turn, determine the uncertainty the organization confronts" (68). This concept of interdependence exists whenever one organization or actor does not control *all* of the conditions necessary for the desired outcome. Consequently, virtually all outcomes are interdependent.

Accordingly, organizations have a variety of different mechanisms for coping with interdependence. The authors describe several techniques including: normative coordination, inter-organizational cooperation, organized coordination, as well as law and policy. The technique most relevant to labor unions is the *Organized Coordination of Interdependence*, which can involve either the creation of trade associations or cartels. Trade associations are collective structures that are developed to provide centralized information and coordination for a group of organizations in a social environment. Cartels represent coalitions of organizations that have the power to apply sanctions to members who deviate from cartel polices. The benefits of trade associations and cartels both apply to labor unions.

In summary, in *The External Control of Organizations: A Resource Dependence Perspective*, Pfeffer and Salancik argue that in order to understand an organization and its behavior, one must understand the context of the behavior or "the ecology of the organization." The authors stress the coalitional nature of organizations – it is not possible to evaluate an organization by concentrating exclusively on the focal organization; it is crucial to also study the coalitions of the focal organization. The authors theorize that the external conditions surrounding the organization are key to understanding how and if an organization will survive. The authors hypothesize that an organization will be influenced more by external sources the more they are dependent on the external sources for resources. Moreover, they argue that organizational "troubles stem from inaccurate perceptions of external demands" (20). Ultimately, Pfeffer and Salancik argue that an organization's survival is contingent on the organization's ability to adjust to and cope with its social environment. Thus, this examination of Actors' Equity Association will be through the conceptual framework of how the labor union adjusts and copes with its environment through the use of strikes.

Creating a Labor Union for Actors

In the late 1800s in the United States, the industrial revolution crossed the Atlantic Ocean and farms were gradually replaced with factories. Soon, monopolies, also known as trusts, flourished as a few people gained control over entire industries. Business trusts became commonplace – U.S. commerce was dominated by those who owned Standard Oil, U.S. Steel, and American Tobacco. Following this employment trend, laborers no longer cultivated fields; they worked on machinery. Similarly, while theatre had always been an aspect of the American culture, the twentieth century brought formalization and institutionalization to the practice. Theatre took shape as an industry – one that generated profit, employed workers, and contributed to the economy. As theatre transformed into legitimate business, actors began organizing in an effort to represent their needs and interests.

Figure 2 Actors rally during the strike of 1919. Photo Credit: Library of Congress.

By the turn of the 20^{th} century, theatrical producers had created something that had never existed in the United States before: "a centralized, national theatre system" (Berheim 67). Correspondingly, actors joined together in an attempt to represent actors' interests in the industry. Initially, the actors' group was opposed to the idea of unionization but after failed attempts to establish a legitimate organization to negotiate, actor leadership came to believe that an alliance with organized labor was necessary in order to gain leverage with theatrical producers and managers.

Actors' Equity Association (AEA) formed as an entity representing actors in 1913. For three years, AEA attempted to negotiate with theatrical producers unsuccessfully. Thus, in 1916 AEA decided to call a membership vote for or against affiliation with the American Federation of Labor (AFL). Francis Wilson, AEA President, expressed his frustration with attempts at negotiation without unionization, "I am perfectly convinced that it is absolutely impossible for us to believe that we can effect an equitable contract between actor and manager unless we adopt just such methods as have been adopted by the musicians' union, by the mechanics' union, and by the unions of the other trades and other professions" (Gemmill 5). By a vote of 718 to 13, the members of Actors' Equity Association authorized its alliance with the American Federation of Labor "at the discretion of the council." However, due to issues joining AFL, it would be another three years before Actors' Equity officially joined the labor movement.

Joining the American Federation of Labor turned out to be just the beginning of the struggle for recognition for the actors' association. Despite, or perhaps because of, Actors' Equity Association's alignment with organized labor, the producers, organized as the Producing Managers' Association (PMA), refused to consistently issue the AEA standardized contract or respond to AEA demands. Frustrated, Equity leadership began considering the possibility of forcing the producers into a closed shop environment. Although, the closed shop was a tactic utilized by trade unionists nationally and internationally, it was regarded as an extremist tactic – too extreme for AEA at the time. Equity membership barely amounted to 40 percent of the actors of the legitimate theatre. AEA's association with the AFL had alienated many performers who were still reluctant to associate their profession with the trade-union movement. Additionally, the national landscape was proving unfriendly to such radical union behavior: the steelworkers and miners were losing their battles, and the fear of Communist activity within organized labor was spreading. Nonetheless, it was not long before the AEA leadership began attempting to convince the rank-and-file, and the producers, that a version of the closed shop was the only option.

Meanwhile, the producers were banding together to form a united front and agree to union breaking tactics including attacking the union leaders, offering advantageous contracts to actors to keep them from joining AEA and organizing a rival company union which the producers ultimately controlled. Subsequently, the producers sent a letter to Equity notifying them that they would not negotiate with them any further.

Actors' Equity leadership knew that they would have to demonstrate their power to the producers if they were to force them to negotiate. Thus, one week later, AEA leaders instructed the ten Equity members to walk out of rehearsals of the Broadway musical *Chu Chin Chow*. However, only four members actually responded to the strike call and walked out. The remaining six members resigned from AEA and continued rehearsing. The incident raised significant questions about the support AEA actually had within its own ranks. However, one week later, AEA leaders were able to get members to agree to refuse work from any member of the PMA until the managers had recognized the association as *the* representative for actors. That evening, approximately 100 actors refused to perform, closing the majority of Broadway's theatres. Thus, on August 7, 1919, the first strike of Actors Equity had begun.

Members of Actors' Equity hoped that a strike would earn them what they desired from the producers – recognition from the producers as the negotiating organization for the actors and a standardized contract with minimum rates of pay, rehearsal pay and coverage of clothing and shoe expenses. To be sure, when it came to the actors, AEA leaders faced several challenges. First, many actors had not been convinced that the best maneuver was to align themselves with organized labor. The leadership had never managed to convince all its membership or potential membership that art and labor were compatible. Second, some actors felt that they had moral and legal obligations to uphold the contracts that they were operating under with the managers. Therefore, they did not feel that they could respond to the call for a strike. Additionally, many actors, specifically those who were not well known, had to face the predicament of choosing between Equity and their own ambitions. With many of the stars out on strike, the situation posed a potential opportunity for these actors to propel themselves into leading roles. Ultimately, however, AEA was effective at convincing the actors of the cause and the newly formed union prevailed.

In the end, the strike of Actors' Equity Association lasted 30 days, forced the closure of 37 plays, and prevented the opening of 16 others in eight cities. The strike had significant monetary costs to both the managers and the actors. It is estimated that the strike cost the managers $3 million. Whereas, it cost Equity approximately $5,000 per day which resulted in accumulated debt of over $120,000. The strike also resulted in the largest membership gain for Equity in its history. When the strike began, Equity had approximately 2,700 members. By the time it was over, the membership had swelled to over 14,000. Many of the AEA members were ultimately dissatisfied with the final agreement that was reached with the producers; nonetheless, the strike had successfully established the power and influence of Actors' Equity Association in the theatrical industry – so much so that it would be over 40 years before another strike occurred.

Resource Availability, Control and Use

Pre-unionization, Actors' Equity struggled with its ability to successfully manipulate its social environment. While the Association was able to convince some producers, some of the time, to use its standardized contract, it was unable to integrate any widespread transformations into the industry. Gaining any control in the industry was particularly difficult for Actors' Equity, since there were still plenty of actors who had not joined the new association. However, Actors' Equity was relentless in its pursuit of its initial goal of convincing producers to adopt a standard contract.

Strikes throughout the 1960s

The 1960s began with unsteady footing for Actors' Equity. Negotiation discord persisted between the union and the League of New York Theatres (a name change from the Producing Managers' Association) throughout the 1950s in regards to Equity's desire to implement a pension plan for its membership. The push for a pension plan was not a concept created by Actors' Equity Association. Pension plans were a major initiative of the AFL, and later the AFL-CIO, throughout the 1950s. Between 1946 and 1956, the Federation was able to secure pension plans for an additional 55 percent of union members (up from 5 percent to 60 percent in ten years). Of course, employment is typically different for AEA members than for other union workers, who are typically employed by one employer and, thus, a pension plan is based on years of service to that one employer. As Actors' Equity would discover that funding this type of plan for actors would mean considerably different results.

Figure 3. Moni Ferguson, formerly appearing in *Joe Egg,* leads the picket line in front of the Brooks Atkinson Theatre. Photo Credit: Actors' Equity Association.

The debate over a pension plan had escalated throughout the 1950s. Thus, by the time Actors' Equity and the League of New York Theatres began negotiating their next contract in 1960, AEA's pension plan was at the center of the discussions. Equity came to the negotiating table asking for a pension plan to be created in which producers would pay seven percent of each actor's salary into the fund. The producers countered with an offer of a scaled plan that would require no payments in the first year, one percent the second and third year, and two percent in the following three years. Certainly, other contractual issues were being negotiated as well, but it was the pension plan that deadlocked talks. And, as the deadline neared, neither party was willing to compromise on its pension plan terms.

The deadline passed without a compromise; and, as threatened by Actors' Equity, the AEA leadership ordered the shutdown of one production. The League had vowed that if AEA members went on strike in any production, the producers would shutdown the rest. And so they did. The other 21 productions on Broadway were closed as well as the seven shows on the road. The lights of Broadway were darkened – the producers calling it a strike and the actors calling it a lockout. Either way, no one was working. Notably, when the blackout on Broadway occurred, approximately 750 to 800 of Equity's 10,000 members were employed. Thus, the vote to authorize the strike came mainly from the unemployed membership (*Broadway Blackout*, June 1960). It would be 11 days before Broadway reopened. Finally coming to terms on June 10, the producers and actors agreed to an altered pension plan.

The second strike of AEA ended when 19 of the 22 closed productions reopened on Broadway (three shut down permanently). The shutdown was estimated to have resulted in the loss of $1,260,000 in gross receipts to theatres and $220,000 in salaries to actors. The strike also immobilized some 4,000 workers in connected fields (stagehands, musicians, electricians, etc.). Unfortunately, the strained relationship between actors and League producers did not dissipate as the decade progressed. In fact, the strike of 1960 would be the first of three strikes in the decade – one corresponded with each contract negotiation with the League of New York Theatres.

Over the next four years, the economic state of Broadway had deteriorated. Broadway hit a record low in terms of new productions and the return on investment. Despite the producers' grumbling over the increasing financial difficulties of profiting on Broadway, Actors' Equity entered the next negotiations in 1964 with numerous demands including a 14 percent wage increase. Failed negotiations with the producers resulted in another strike by actors. In order to end the dispute and minimize the economic effects of a Broadway shut down, New York City Mayor Robert F. Wagner intervened on the first day of the shutdown. As a result, an agreement was reached within 27 hours, which resulted in an 11 percent increase in wages for actors over four years as well as 6.5 percent increase in road show wages, a six-day rehearsal week (instead of seven), a quota system for hiring alien actors (a maximum of 30 percent of the cast can be of alien status), and the inclusion of a non-discrimination clause in the contract.

Over the following four years, the economic situation on Broadway improved little. The producers were facing compounded financial constraints as the other theatrical workers attempted unionization. When contract negotiations between the actors and producers began again in 1968, Actors Equity came to the table asking for a 54 percent weekly wage increase for its members ($200 minimum up from $130 weekly). Additionally, Equity sought a 60 percent increase in road pay as well as a reduction in the contract renewal period from the current four years to 30 months (in addition to allowing more frequent renegotiations of the contract, the time reduction would mean that contract negotiations would occur during mid-season rather than the slow theatrical month of June which would provide leverage for a strike threat); control over the hiring of alien actors; and no reduction in chorus contracts during the life of a musical. Actors' Equity argued that the increase was necessary because, "The cost of living is going up. Every minute they [the League] wait, the cost goes up" (*New York Times* 1968). The cost of living had increased since the last contract negotiations in 1964 rising 12.26 percent between 1964 and 1968. Producers offered a 30 percent wage increase for Broadway and road show actors; wanted to keep the four year contract period; desired to keep the regulations over the employment of alien actors to the Federal Immigration authority jurisdiction; and wanted the option of reducing chorus contracts if chorus members resigned from the show.

Once again, the actors and producers failed to reach a compromise, and on June 17, 1968, productions on Broadway and the road, were shutdown due to an actor strike. During this third strike in eight years, 19 Broadway productions and 10 road shows were closed. Once again the Mayor of New York City (now John Lindsay) had to intervene in order to settle the strike. Following a three day strike, the actors and producers compromised on a three-year contract which increased weekly wages 20 percent (10 percent lower than the League had offered prior to the strike) and allowed for the diminution of chorus members after 20 weeks if the members voluntarily left the production. The groups also agreed to a case-by-case solution regarding the issue of alien employment, and in case of a dispute, a third-party arbitrator would be utilized. Following the strike resolution, 16 shows reopened on Broadway, but three were permanently closed.

As the first strike of the decade had, the last revealed fractures among the Equity membership. Again, in this instance, there was a split between those few actors who were actually employed (300 on Broadway and 500 on the road) and the remaining 15,000 members who did not have production contracts. The article "Many Broadway Stars Angered by Equity Strike" in the *New York Times*, quoted actor Betsy Palmer:

> It's really ridiculous. I refuse to picket. I was at that last meeting, and I got tired of hearing actors running down producers, especially David Merrick [the most active producer on Broadway in the 1960s]. Where would we be without the producers? And this criticism of Mr. Merrick – look at all the employment he has provided actors each season. (1968)

Additionally, some actors recognized the financial struggles of the producers, stating that Actors' Equity has asked "for too much without realizing that they are inflicting a greater burden on a theatre that is now staggering along under increasing costs" ("Many Broadway Stars…" 1968).

Resource Availability, Control and Use

Perhaps more so than in any previous timeframe, the 1950s and 1960s prove to be a difficult period to assess resource reliance due to the explosion of divergent theatrical venues. No longer were actors overly dependent on the employment opportunities offered by Broadway and road show producers. Actors were now free to pursue careers outside of the confines of Broadway (e.g. regional theatres).

By the end of the 1960s, Actors' Equity successfully completed the process of normalizing the utilization of unionized actors in nearly all types of theatrical venues except Off Broadway and Off Off Broadway. Pfeffer and Salancik contend that, "if most actors conform to normative expectations, then it becomes feasible for stable and regular relationships to be maintained" (147). The authors tell us that this process, called the Normative Coordination of Interdependence, typically occurs during times of social uncertainty as a tool to assist in the predictability of interconnectedness and resource availability. Indeed, the theatrical industry and Actors' Equity were experiencing great uncertainty as the Broadway sector deteriorated. Therefore, the industry, led by Actors' Equity Association, mobilized to create norms that would increase the consistency and reliability of the field.

Beyond Broadway

The League's (renamed the League of American Theatres and Producers in the mid-1970s) relationship with Actors' Equity in the last decades of the 20th century would not nearly as hostile as they had been in the 1960s. Despite some tense contract negotiations, there were no actors' strikes on Broadway. While tensions settled with the Broadway and tour producers, tensions were mounting between Actors' Equity and the League of Off Broadway Producers over the negotiations for a new three-year contract. The League of Off Broadway Producers represented producers at venues in New York City outside of the Broadway theatre district with smaller seating capacities (typically 100-499). The current contract provided salaries of $75 for AEA members, but in the new contract, AEA wanted to increase the weekly minimum to a sliding scale that started at $200 and capped at $290 depending on the weekly gross of the theatre. The $200 demand for Off Broadway by Equity topped the $164.45 minimum that existed on Broadway. The League refused the demand and offered a ten percent increase in the first year with three percent increases in the second and third years. After two weeks of negotiations, Equity decreased its demand to $137.50, but the League held firm.

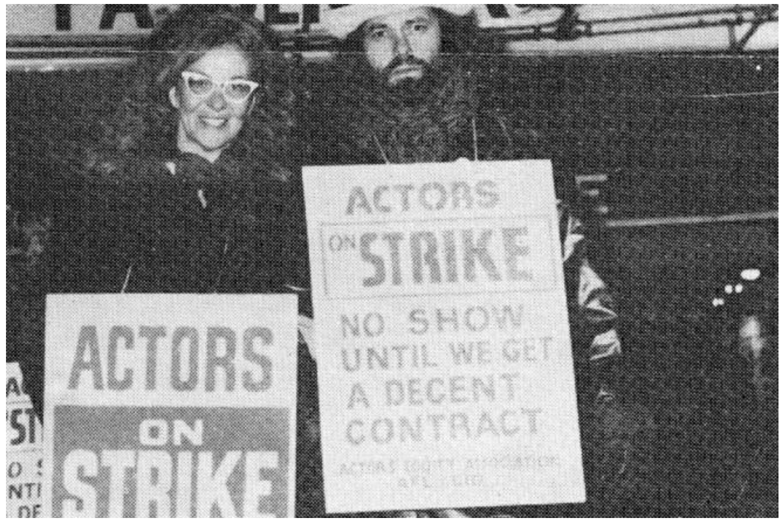

Figure 4. Geraldine Page and Rip Torn. Photo Credit: Actors' Equity Association.

On November 16, 1970, Equity members went on strike against the Off Broadway producers making it the first actors' strike Off Broadway. AEA had altered its salary demands – lowering the minimum salary to $125 but raising the high-end of the sliding scale to $405 per week. The League increased its salary offer to a 20 percent raise in the first year followed by $5 increases in the next two years. The strike shut down 17 productions and affected 200 actors.

By December, the two groups were still at odds. A state mediator was brought in to assist the groups in coming to an amicable decision. However, on December 4, AEA members voted to continue with the walkout of Off Broadway. On December 8, the strike had reached its 23rd day -- with no signs of a settlement in the near future. The state mediator said that the groups were now further apart on the issues than when the strike began. Two days later, the League agreed to submit the case for arbitration. However, Actors' Equity refused unless certain issues were removed from arbitration, including pension and payment for the taping of productions. On December 17, both parties agreed to submit the case for binding arbitration. The agreement put an end to the 31-day strike, the longest strike in Equity history (one day longer than the strike of 1919). Arbitration resulted in a sliding scale wage system that started at $125 per week and capped at $200. Additionally, Off Broadway theatres had to be officially operated under an Equity shop ratio (in this case one non-union actor was permitted for every nine Equity actors but only if the cast was 12 or more).

Actors Equity and the League of Off Broadway Theatres would have a brief reprieve before the tensions would mount again. In 1973, the current contract was about to expire and once again the groups needed to negotiate a new three-year contract. Equity arrived at the table with three primary demands: salary increases of $12.50 each year; the implementation of a full union shop Off Broadway (no non-union actors); and the hiring of Equity understudies. However, the League did not come to the negotiating table. Instead, the League sent a professional negotiator to hear Equity's demands but not to make a contract offer. This occurred for nearly six weeks before the President of the League actually arrived to negotiate. The tactic increased the cynicism of Actors' Equity, whose new Executive Secretary, Donald Grody was quoted as saying, "We can't help but feel pessimistic about the negotiation of a new contract" (Calta 1973, 46).

The deadline for negotiations loomed, as the current contract was set to expire in four days, on January 6, 1974. AEA threatened that its membership would not work past the deadline. A strike would impact 11 productions and 130 AEA members. But the conflict was escalating. One producer stated, "There's a hard-care group in Equity that wants to eliminate Off Broadway. After each negotiation, you lose more and more theatres" (Calta 1974, 44).

On the day of the strike deadline, the League of Off Broadway producers came to the table with an offer for a four-year contract. The contract offered $12.50 a year salary increases each year, which by the end of the contract would raise the minimum salary from $125 to $175 but would alter the sliding scale so that more shows would be able to pay the minimum salary. The offer also included some pension and health benefit improvements and raised the ratio of Equity to non-union actors. Actors' Equity rejected the offer, stating that the salary increases were inadequate due to the change in the sliding scale system and the refusal to adopt a full union shop. The union began strike preparations.

Actors' Equity agreed to a one-week extension of the strike deadline, allowing a little more time to come to agreement on the terms of the contract. As the new deadline approached, the factions were still grappling with the same issues. Equity agreed to extend the strike deadline once again. However, even after extending the strike deadline for two weeks, an agreement could not be reached. Thus, on January 21, 1974, Equity, for the second time in four years, went on strike Off Broadway. This strike, however, would not be as devastating as the last. By the following day, the parties agreed to submit the contract for binding arbitration, thus, ending the one-day strike.

While AEA had been able to successfully negotiate Off Broadway, a new theatrical movement was taking place Off Off Broadway. The Off Off Broadway movement, which had begun in the late 1950s with the coffee house movement, had moved toward institutionalization by the 1970s. A theatrical faction that started with perhaps a dozen cafes and coffee houses exploring the *avante garde* and making political and social statements about civil rights and the Vietnam

War had exploded into 150 theatrical groups by the mid-1970s. The Off Off Broadway venue was becoming more professionalized with its own associations, including the Off Off Broadway Alliance (OOBA) with 57 member theatres and the Black Theatre Alliance with 19 theatres. Additionally, the theatres were playing more popular productions. Yet, in general, these theatres were still characterized by low budgets and irregular schedules.

The continued expansion and visibility of Off Off Broadway was troubling for Actors' Equity Association. Try as it might, the union had a difficult time reigning its own membership and regulating the industry. In fact, journalist Stuart Little explained that, "Equity has found that policing this area [Off Off Broadway] is like legislating sex" (1974, 75) – a near impossibility. Additionally, Little described Equity's Council as middle-aged and Broadway-focused, which made it difficult for them to understand why young AEA members wanted to work in these venues at all – let alone for free.

Actors' Equity had certainly tried to regulate these theatres. First, Equity banned its members from performing for free in these shows, but the members defied the restrictions. Consequently, AEA established a Showcase Code, which permitted AEA members to perform in these venues without pay as long as the theatre had fewer than 100 seats; there were no more than 12 performances; there was no charge for admission; and the productions were not advertised. However, actors continued to violate the Code by performing in productions outside of these guidelines and producers hired Equity actors also in defiance of the Code.

In 1975, Equity established a new Showcase Code stating that the union was protecting its members from exploitation. The new code still allowed actors to work without weekly salaries; however, it required producers to provide any amount equal to two subway fares each day of rehearsal and performance. More significantly, the new code stipulated that the box office receipts for three performances including a Saturday night performance be divided among Equity cast members. It also established a profit sharing plan for AEA actors – two percent of the profits of any successful production or if the actors were required to rehearse for more than four weeks, eight percent. These profits were historically awarded to the playwright of the work. Thus, this new demand put Equity at odds with the Dramatists Guild. Furthermore, the new code provided that if an Off Off Broadway production was moved to a commercial venue (typically Off Broadway or Broadway), the originating actor could keep his or her role or receive four weeks' salary. The code also wanted a commitment from Off Off Broadway producers to solely use Equity actors.

Within days of Equity's announcement, AEA found itself under attack not only by the producers and playwrights but also its own membership. In response, the producers held an anti-code rally. The rally focused on the limitations of the new code. Producers spoke of the increased costs, which would lead to fewer productions and, therefore, fewer opportunities for actors and playwrights. The producers also accused Equity of interfering with an actor's right to work. Petitions were also circulated which would suspend the code until the entire Equity membership could vote on its content. While Equity representatives were invited to the rally, their voices were rarely heard. Notably, an AEA representative attempted to explain the virtues of the code but was consistently interrupted by attendees – often AEA's own members. The rally was described as a "bitter shouting match" (*New York Times* 1975, 47).

Five days later, Actors' Equity held a special membership meeting where members were allowed to vote on the implementation of the new code. The membership overwhelming voted against the new code. One actor commented, "After reading the code, I realize that the people who made it do not understand me. They do not know what is going on" (Lester 1975, 89). The overwhelming loss Actors' Equity experienced as its own members voted against its measure, publicly demonstrated the disconnect between the primarily young actors that worked in these venues and union administrators. Actors' Equity viewed Off Off Broadway as a profit-producing venture that could be a reasonable form of employment for its membership if it conformed to union rules. Yet, the AEA members viewed these theatres as a training ground, a place to practice their art form, and explore new techniques and ideas – more a place of freedom and expression than a job.

Despite its significant loss over the Showcase Code, Actors' Equity did not give up on the revision of the regulations governing Off Off Broadway. Although, Equity did admit it had erred in the previous code – not in its content but in the education of its members as to why the code was necessary.

Two years later, Actors' Equity announced that its membership would vote on a new code, which would create norms, to cover Off Off Broadway productions. However, the provisions of the new code had never been discussed with the Off Off Broadway Alliance (OOBA). This action was indicative of a primary issue that had been brewing between the groups for almost four years. The OOBA wanted Equity to negotiate a contract with them. However, Equity refused to create a contract instead opting for an enforceable code that did not need to be approved by both parties. Thus, a code would allow Equity to regulate the actions of its own membership and penalize AEA actors for working with companies that refused to sign the code. The enforcement of the code, which prohibited AEA members from working with theatres that had not signed it, would pressure theatres into signing the Showcase Code in order to gain access to Equity actors.

In response to Equity's refusal to negotiate, the OOBA sent mailings to AEA members and held meetings attempting to convince the membership that it is only fair for the OOBA to be involved in the creation of the code or preferably a negotiated contract. Much to Equity's dismay, the OOBA was more influential than the union was at convincing its own membership. Thus, when the general membership vote was held on the new code, once again the AEA members defeated the proposed Showcase Code. This time, however, after voting down the proposed code, the AEA membership proposed and voted on its own proposal. This proposal read that Actors' Equity must "promptly and in good faith commence negotiations with Off Off Broadway so as to establish an agreement governing the conditions of employment of the Actors' Equity Association membership at the Off Off Broadway theaters" (Gussow 1978, 14). This proposal passed -- forcing the union into negotiations that it had been refusing for years.

The groups attempted negotiation for a full year and a half to no avail. As the beginning of the 1979-1980 season approached, Equity and the OOBA were no closer to resolving their differences. Thus, Off Off Broadway theatres remained dark. While the representative organizations could not come to an agreement, Equity began approaching companies individually. The divide-and-conquer tactic that proved successful with Broadway theatres some 50 years previously was attempted again. While not nearly as successful this time around, Equity did manage to get five theatres to sign the Showcase Code and subsequently reopen by November of 1979.

In the absence of a negotiated agreement between Equity and the OOBA, Actors' Equity moved forward with the implementation of a code, now titled Equity's Funded Nonprofit Theatre Code. Within the code, there was a stipulation that read: "The Code is granted with the provision that the Producer and the Author acknowledge a lien against the play, generated as a result of services rendered by AEA members rehearsing and performing the play in the Code Production, and that the Producer and the Author both agree and warrant that they are bound jointly and separately to convey notice of said lien to subsequent producing interests." Under the new code, both the producer and author of the play were required to sign an agreement that would make both the playwright and original producer of a production financially liable to the actors should the work ever be produced in the future and the actor was not hired. There was no time limit set on the provision – which caused producers and playwrights to wonder if they would still be liable 20 years down the road. The unusual stipulation in the code caused outrage among playwrights who subsequently created an association entitled the Playwrights' Coalition Against Actors' Equity Funded Nonprofit Theatre Code.

The first casualty of Equity's new code was the play *Split* by Michael Weller. The play was being produced at the Second Stage Theatre, a theatre that had refused to sign the code. Therefore, Equity members were forbidden by the union from performing there. Nonetheless, Equity members defied their union and took parts in the production. The production opened and received favorable reviews. When Equity learned that its members had been performing at a theatre that had not signed the code, an AEA representative arrived at the theatre one hour before curtain. AEA demanded that the theatre sign the code and retroactively pay salaries to its members. Faced with the shutdown of the production, the producers signed the agreement and the show went on that night.

However, the agreement also required the signature of the playwright. Weller refused to sign the agreement stating: "Equity is trying to make me a tool in its collective-bargaining procedures. How can I obligate myself in that way? The only playwrights who sign the agreement are beginners who don't know any better" (Buckley 1980, 13). Upon Weller's refusal to sign the agreement, Equity had *Split* shutdown.

Angered by Equity's action and concerned about the ramifications of the code, Weller filed a lawsuit with the Federal court in October 1980. In the suit, Weller alleged that Equity had violated the National Labor Relations Act and the Sherman Antitrust Act by restricting trade. Upon filing, five other playwrights joined the lawsuit including David Mamet and John Olive.

For nearly two months following the filing of the lawsuit, Equity made no comment. Then, Equity publicly stated that it had decided to contest the suit “in the strongest manner possible to the bitter end” (Gussow 1980, C26).

While Equity took an assertive public stance, internally, there were discussions of a settlement. The union did settle the lawsuit out of court in November of 1981. The resolution of the lawsuit alleviated what had become a near decade-long war between Actors’ Equity Association and the Off Off Broadway community. The resolution did not restore Off Off Broadway to the height of productivity it had in the early 1970s. However, the decline may have also been influenced by the economic and social changes of the time.

Resource Availability, Control and Use

By the 1980s, Equity had successfully restructured the industry so that it revolved around the actors’ union. If a company wanted to do a live performance with actors, it contacted Equity. Thus, there were no strikes or work stoppages because they became unnecessary. The last theatrical producers to really revolt against Actors’ Equity were those of Off Broadway and Off Off Broadway – yet Equity was able to establish contracts there as well. Equity has penetrated every area of the theatrical industry – indeed, virtually every area of live performance (Equity even investigated gaining jurisdiction over wrestling and the Playboy Bunnies). Thus, for the first time in the existence of the union, Actors’ Equity Association established itself as a true power in the theatrical industry.

Conclusion

Actors’ Equity Association has utilized a large-scale labor strike just a few times in its history. While on the surface it appears that Actors’ Equity was striking for salary increases or the development of pension plans, the impact of the union demands was much more significant if examined through the lens of Pfeffer and Salancik’s Resource Dependence Theory. In each instance, the strike resulted in an increase of a concentration of power and authority within the theatrical environment – specifically to gain control over the industry (1919), retain its control (1960s) or expand its control (1970s). These strikes also allowed Actors’ Equity the ability to limit the ability of the critical resource of “actors” (creation of scarcity) and create a larger number of theatrical organizations that were connected through its association with Actors’ Equity (interconnectedness). These factors have allowed AEA to significantly influence the development of the entire theatrical industry.

While the strikes were not always clear victories for Equity, especially in the case of Off Off Broadway, the act of striking – of engaging its memberships and negotiating with producers — were processes that branded Actors’ Equity as the profession’s voice and controlling force. In this way, AEA adjusted to and coped with it social environment, demonstrating a certain nimbleness in tackling the different realities of Broadway, Off Broadway and Off Off Broadway. Further in doing so, Equity established norms (e.g. contractual standards), which included standard pay scales, working hours, and physical working conditions for all professional theatres in New York City, on the road, in regional theatre, dinner theatres and in children’s theatres. In short, to be a "professional theatre" meant the theatre operated under an Equity contract.

More importantly, Equity redefined what it meant to be a *professional actor.* Years of experience no longer equated with professional status. To be a professional actor meant to be a card-carrying member of the theatrical actor's union, Actors' Equity. If an actor did not possess an Equity card he or she was an amateur. This status helped to ensure the loyalty of its membership. Thus, Equity came to control one of the industry's primary resources. This control provided the union with the power and authority necessary to direct change throughout the theatrical industry. Actors' Equity had effectively convinced everyone from the Broadway producer, to the dinner theatre owner in New Mexico, to the United States Government, to the aspiring young actor in Miami, to the theatre-going public, that the only professional theatrical actors were Equity members. Others would look to Equity as the sole arbiter of the acting profession. In doing so, Actors' Equity came to control one of the industry's primary resources. This control provided the union with the power and authority necessary to direct change throughout the theatrical industry.

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