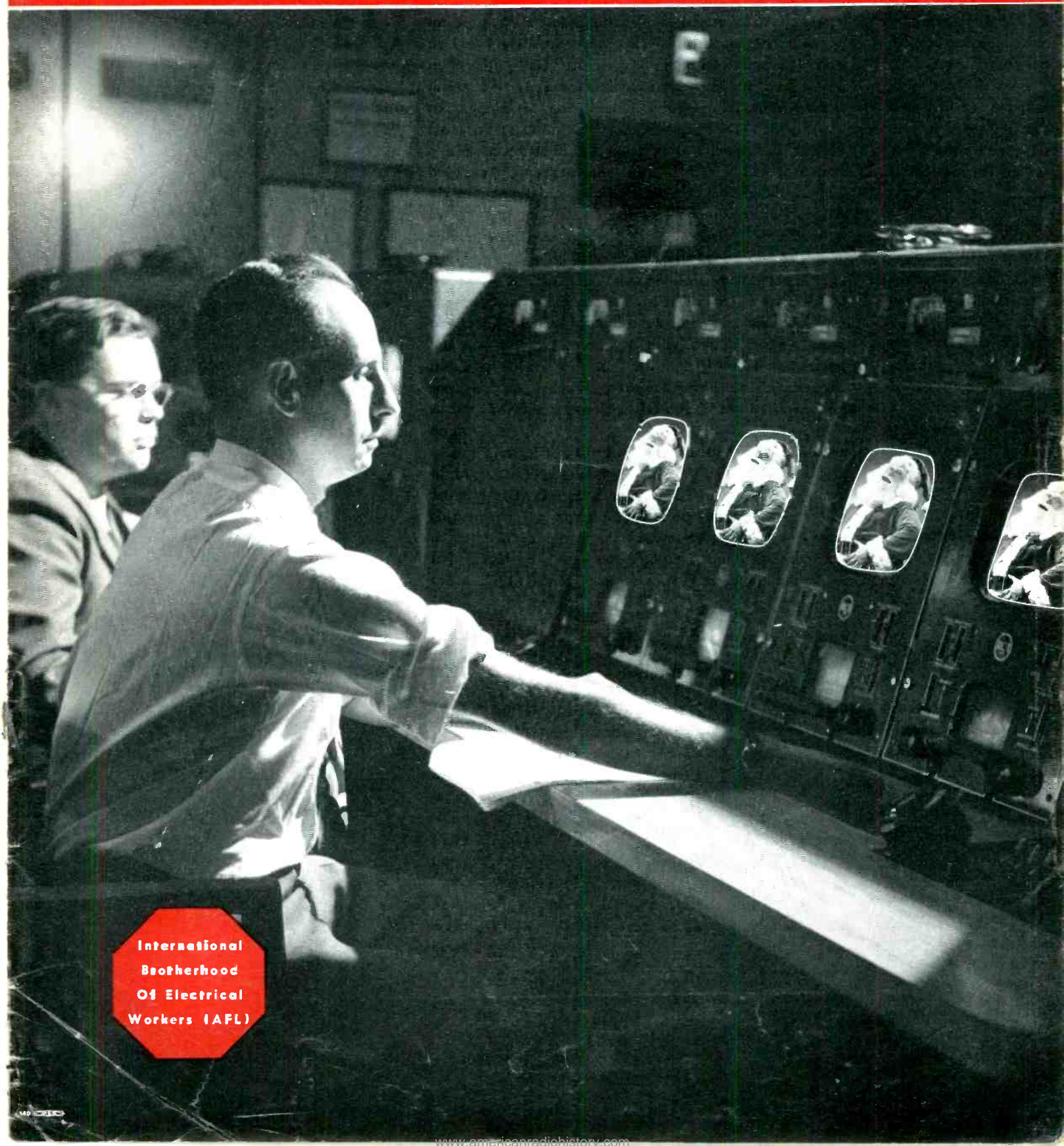


RADIO, TV and RECORDING



DECEMBER, 1952

# TECHNICIAN-ENGINEER



International  
Brotherhood  
Of Electrical  
Workers (AFL)



To the men on duty at the transmitters Christmas Eve . . . to those covering special events on the night the world rings in a new year . . . to every broadcasting and recording member of the International Brotherhood of Electrical Workers and their families . . . to our friends in labor and industry . . . our most sincere best wishes for a Merry Christmas and a Happy New Year.

ALBERT O. HARDY, Director, Radio, TV and Recording Division, IBEW  
and your International Representatives . . .

WALTER REIF  
RUSSELL D. LIGHTY  
FRANKLIN A. GEORGE

O. E. JOHNSON  
FREEMAN L. HURD  
FORREST C. CONLEY  
MARVIN L. LARSEN

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TAYLOR L. BLAIR, JR.  
W. A. SMITH

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D. W. TRACY, *President*      J. SCOTT MILNE, *Secretary*

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# Santas with Chevrons

*Armed Forces Broadcasting Personnel, Manning Overseas Networks, Will Bring a Touch of Home To Fighting Men Wherever They Are This Christmas*



**T**HE Star of Bethlehem shines down on a wartorn Korea for the third time this December. For soldiers huddled in snow-rimmed shell craters and bunkers . . . or stretched out on cots in tents farther behind the lines . . . the only semblance of Christmas will be a letter from home with a TB seal on it, a crumbled fruit cake taken from a battered carton, perhaps a swill of rice wine from a rattling cold tin cup.

But for many frontline troops this Christmas will bring an added present—the strains of “Silent Night” and other Christmas songs from Government-issued radio receivers.

The Troop Information and Education Division, Department of Army, has quite a stack of receivers for shipment to Korea in time for the Yuletide Season. It took sealed bids from manufacturers, as is the custom. Zenith was the lowest and got the contract. Now Zenith has the go-ahead to build one receiver for approximately every 50 men in Korea.

The receiver they’re building is a custom job, modified for tough treatment. All tubes and components are

standardized and can be replaced by regular service outlets.

While the Communists on the opposite hill listen to the muffled sputterings of the company bugler, their UN counterparts will be listening to a special transcribed show featuring all the big names in American show business.

Such a special show . . . and many others . . . will be beamed to them by a roving network of mobile AM broadcasting units established by the theater command which go under such code names as Gypsy, Troubadour, Nomad and Rambler. Two of these small, mobile stations are moving about north of the 38th Parallel, out of artillery range but not so far back that the men at the field kitchens and the first-aid stations near the front lines can’t pick them up.

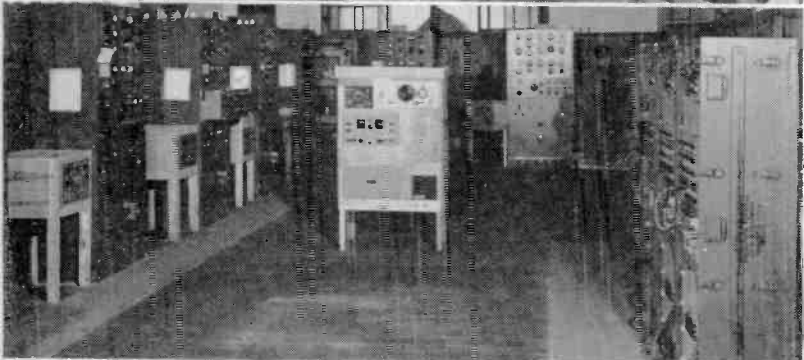
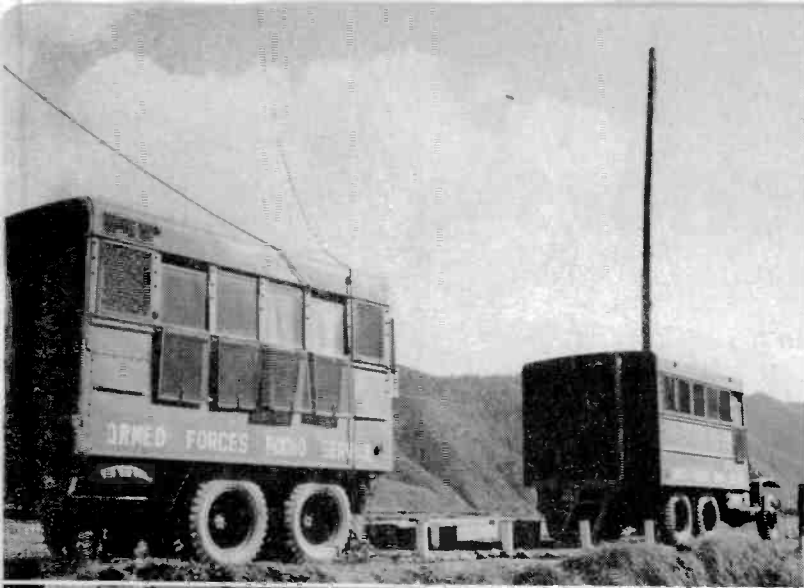
These stations, plus a headquarters station at Taegu, form the Armed Forces Korean Network, one of almost a score of similar networks at various overseas stations of the American soldier, sailor, and marine.

There are 74 individual Army troops information

- T/Sgt. Larry Landis of Buffalo, N. Y., staff announcer for the Far East Network, operating a board of the armed forces station in Tokyo. The station is located in the Radio Tokyo Building. It is a headquarters station for the Far East net.

- “The Fearless Follies,” a jockey show at Kyushu, Japan. This operation features SFC Frederick Forgette of El Monte, Calif.; M/Sgt. Leland R. Briem of Ogden, Utah; and RMN I Raymond McGillicuddy of Tuscaloosa, Ala.





stations in all. They are located in Japan, Alaska, Germany, Trieste, Austria, the Mid-Pacific, the Caribbean, and at such scattered points as Asmara, Eritrea, and Okinawa. Each station under a particular area commander was established or authorized by that command and is under the jurisdiction of that command. Policy control is centered at the Pentagon. The Information and Education Personnel in Washington and Los Angeles, supply equipment, recordings, re-broadcast material, and technical assistance, but, when all this is in, it's up to the broadcasting crew in the local chain of command to operate the station and handle the programming.

### **Transcriptions Sent**

Armed Forces I and E sends to each station 100 vinylite transcriptions per month—all standard recordings cut by American recording companies and supplied gratis. Each station has an up-to-date transcription library.

A big service of troop information stations to their listening audience in mess halls, field hospitals, pyramid tents, and outposts is the rebroadcast of Stateside shows picked up by shortwave.

Shows such as the Lucky Strike Hit Parade are recorded during the original performance; the commercials are removed and new introductions and closings by the regular announcers are removed and new introductions and closing by the regular announcers are dubbed in. Then the tape is shortwaved via Voice of America transmitters in Los Angeles and New York to be picked up overseas by the individual stations for rebroadcast during the day. The World Series, the

### **KOREA**

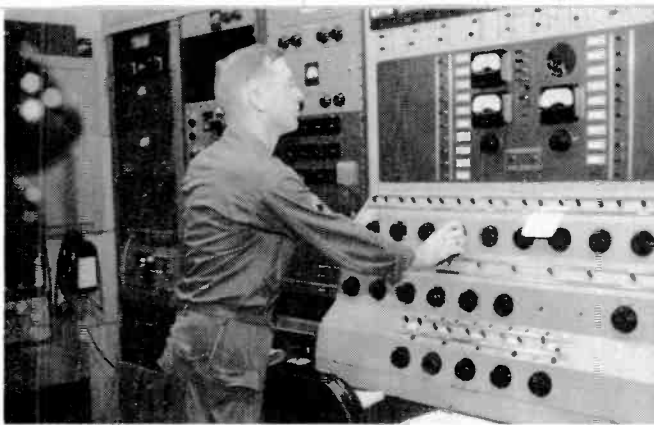
TOP: Two mobile vans of Gypsy station, somewhere in Korea. The van at left is the operations van. It consists of two short wave receivers, two dual-speed turntables, one live amplifier, a transmitter, a console, a mike, a tape recorder, and a record library. The van at the right is the unit's administrative van.

SECOND FROM TOP: Cpl. Eric L. Fornander of Chicago, a Gypsy engineer, adjusts the short wave receiver level. In civilian life Fornander was service manager with the Chelton TV Corporation in Chicago.

THIRD FROM TOP: The transmitter set-up at the Korean Network headquarters station in Pusan.

FOURTH FROM TOP: Power generating equipment at Pusan. BELOW: Cpl. Thomas D. Cabaniss of Union, S. C., a Gypsy announcer-operator, puts a show on the air in the operations van.





TOP: M/Sgt. Raymond Willey of Erie, Pa., engineer at the troop information station, Tokyo, on duty at master control.

#### JAPAN

BOTTOM: Cpl. Melbourne McGrath of Baltimore, Md., at work in the Sendai, Japan, maintenance shop.

TOP: The Tokyo mobile standard-wave and short-wave broadcasting unit, complete with power generator trailer. BOTTOM: Cpl. Sherry Eason, first WAC in the Far East Command to have her own radio show aired over the station in Osaka, Nagayo.

championship fights, the football games, the Rose Bowl Parade, and much more are tape recorded for the overseas forces. Special Armed Forces Radio shows are cut in Hollywood. Then each day for approximately 13 hours this material is shortwaved westward from the six transmitters on the West Coast. For almost five hours it also goes out from three transmitters in New York to European, African, and Mediterranean stations.

(Members of IBEW Local 202 operate transmitters for KGEI, Belmont, Calif., and KCBR, Delano, Calif., which are part of the Los Angeles shortwave installation. IBEW engineers and technicians also staff shortwave stations on the East Coast, as follows—CBS at Brentwood, L. I., and Wayne, N. J.; Crosley shortwave operations

at Mason and Bethany, Ohio; and Westinghouse and Worldwide in Boston.

Since there is a time difference involved, this material often has to be taped during the night for rebroadcast the following day. Two conference periods during the transmission period keep overseas broadcast engineers posted on material coming up and general I and E plans.

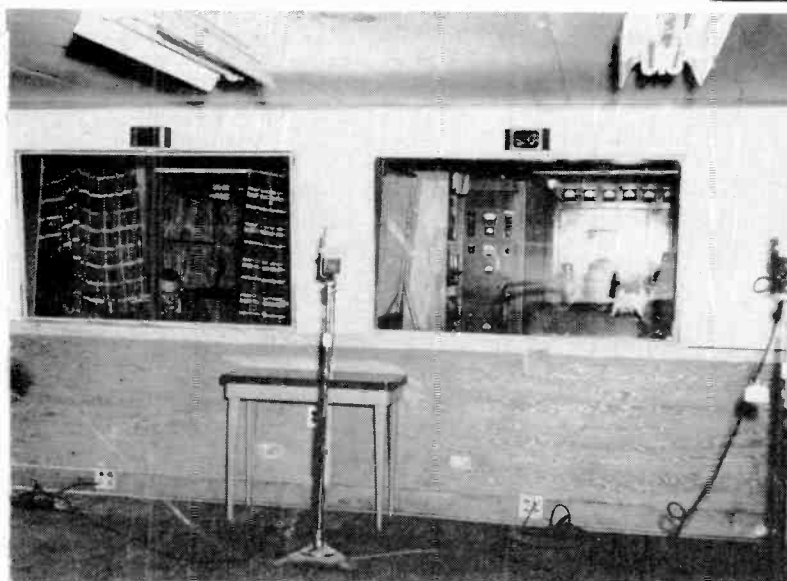
News comes in two forms—standard news casts for taping or dictation speed for reproduction later.

Most stations broadcast 120 hours a week, or approximately 17 hours a day. With broadcasting material from the states averaging 63 hours of transcription time per week, the station staffs still have a lot of originations to schedule.

• Looking from the studio at an Army station in Alaska into the curtain-draped and busy control room.

#### ALASKA

• Another view of the Alaskan station. Note the Halli-crafters equipment in the shelves and studio windows.





Government-issued radio is polished and a smooth operation in 1952, compared to its early years. Born of ingenuity and makeshift equipment in World War II, the present set-up has all the kinks taken out. Armed Forces Radio Service sent out its first transcriptions to overseas stations 11 years ago, May 29. The first station licensed as an official station was one set up at Casablanca soon after the landing there in World War II.

### **World War II History**

During the early years of World War II small stations were set up in New Caledonia, New Guinea, the Philippines, Okinawa, North Africa, the CBI, using whatever equipment could be obtained from captured enemy equipment, from Australia, from surplus Signal Corps stocks, and what-have-you. A crew of Army radio broadcasters went into Saipan on D plus 10, set up a station with 90 per cent Jap equipment, then in a sweeping attack by Japs on the island, members of the crew were seriously wounded.

The first armed forces radio engineers were a hardy lot—stringing cable with native help, setting up transmitters under galvanized tin roofs and cocoanut palms, guarding turntables like precious jewels.

Today, the job is easier. The job is so efficiently handled, and stations are so well supplied, that last November 4 the troops overseas were getting election returns quicker than the folks at home, during much of the night. This was accomplished via established Signal Corps and I and E transmission facilities.

Things still have to be improvised near the frontlines, at times. One new twist in entertaining the troops is



• The Von Brunner Castle at Hoechst, Germany, used as studios for the armed forces radio station in Frankfurt. An FM antenna is installed atop the cupola of the ancient structure.

the practice of tapping broadcast music into the telephone circuits going to frontline outposts. If a GI is sitting out on a lonely hill at night watching for enemy movements on the opposite ridge, he can pick up his phone, whisper the good word, and he's plugged into Gypsy, Troubadour, Nomad, or Rambler. Should trouble come, he can ring in and still give the bad word in plenty of time.

### **Previous Training**

Most of the men who staff the overseas stations had some previous training in either broadcasting or show business. For some the Army offers a six-weeks course at Fort Slocum, New York, which teaches programming and basic operational phases of the work.

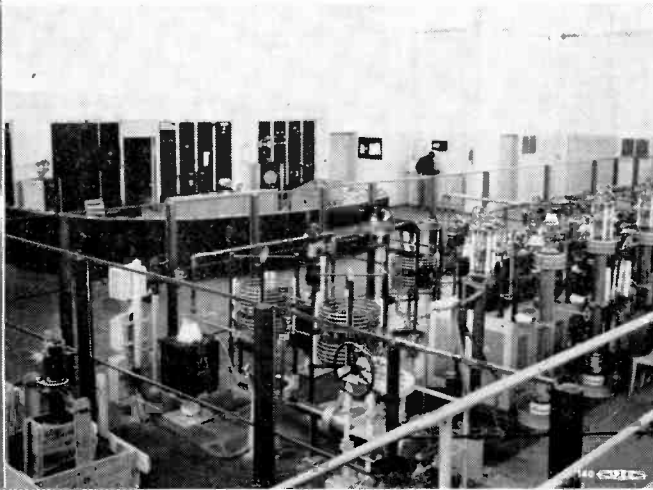
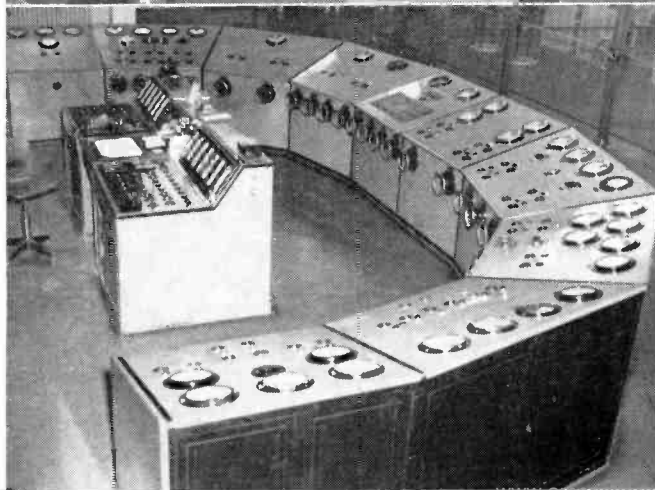
When an area commander has obtained approval to establish a troop information station, installation of that station is carried out by electronic technicians from the Army, Navy, Air Force, or by civilians especially hired by the command. Basic studio equipment for such a sta-



#### **GERMANY**

LEFT: The interior of the recording van, one of the mobile broadcasting units at Frankfurt, Germany, showing standard equipment.

LEFT, BELOW and BELOW: Two views of an engineer's nightmare . . . the transmitter room of an American forces network radio station at Stuttgart, showing its German equipment.



tion includes: 1 speech input console; 2 turntable assemblies; 2 tape recorders, rack mounted; 1 portable tape recorder; 2 rack mounted 550 kc to 30 mc receivers; 3 ribbon velocity mikes; 4 pressure mikes; 1 boom type microphone stand; 4 floor type mike stands; 1 desk-type mike stand; 1 universal mounting mike stand; 2 high impedance headphones, 3 loud speakers, in cabinet; 3 "ON THE AIR" lights; 4 cannon connectors, type P3-35 wall mount; 2 cannon connectors, type P3-13; 9 cannon connectors, type P3-CC-12; 1 cabinet rack; 500 feet of two-conductor cable, shielded, audio channel; 100 feet of microphone cable, 2 conductor, shielded; 1 meter, tester, vacuum tube; 1 meter, multi-meter; 1 meter, vacuum tube voltmeter; 1 audio oscillator; 1 oscilloscope; 1 cue amplifier; 6 cord, patch, 3 feet; 1 remote amplifier; and one electronic maintenance tool kit.

### Transmitter Problems

Because the armed forces overseas are tied together by intricate communications systems, transmitters for troop information stations must be set up at the outer edge of troop concentration areas to prevent interference with vital communications. Either the shunt fed or series fed towers can be used. An antenna tuning unit is optional. If harmonic radiation problems with nearby communications transmitters is anticipated, the tuning unit is recommended. The units presently supplied to the Army, Air Force and Navy stations have good harmonic attenuation characteristics.

Basic transmitter equipment includes: a radio transmitter, amplitude modulation, complete with operating tubes, spare tubes and crystals, and spare parts; 1 frequency monitor, with crystals and spare tubes; 1 modulation monitor, with spare tubes; 1 limiting amplifier, with spare tubes; a cabinet rack; 500 feet of two-conductor wire, shielded, studio type; 50 feet of coaxial cable, type RG8U for inside cabling; and a cabinet speaker.

Then the chevron-rated engineers and announcers have as much as possible installed in mobile trucks and trailers and go to work.

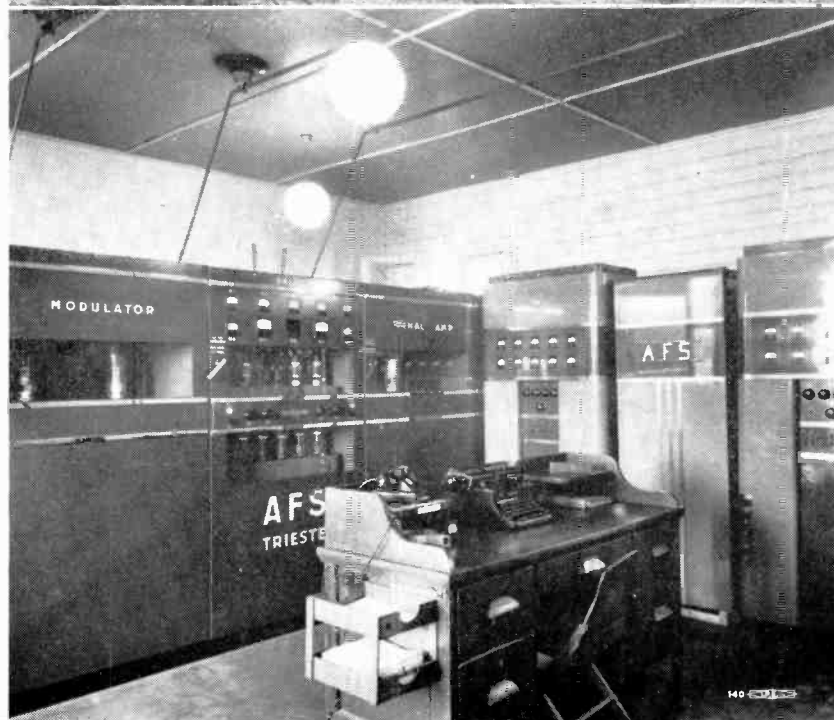
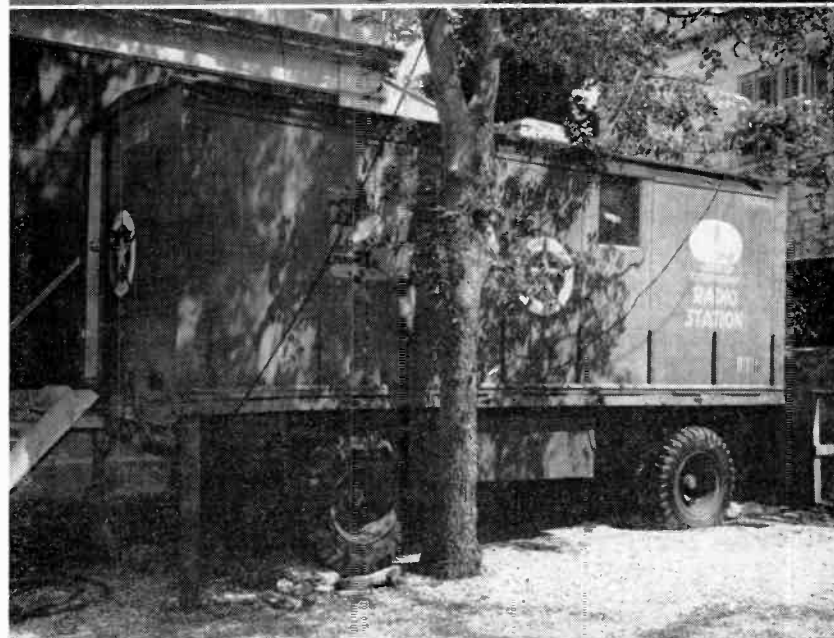
Troop Information radio both entertains and informs. The latter is considered most important. For troops stationed outside the U.S.A. the service-operated radio facilities provide the best source for up-to-date information. They are doing a creditable job and deserve the salute of the Stateside brotherhood.

#### TRIESTE

TOP: A veteran engineer, SFC Atwood, making repairs on the receiver bank of "Blue Devil" Station in Trieste.

CENTER: The old mobile Fifth Army trailer radio studio which served through World War II combat, now used in Trieste as a recording and administrative studio for "Blue Devil."

BOTTOM: 1,000 watt "Blue Devil" transmitter located on a high hill in Cattinara, overlooking the turbulent city of Trieste.





## ***NLRB Decision on WBTB Discharges Reversed by U. S. Court of Appeals***

**T**HE United States Court of Appeals for the District of Columbia Circuit has reversed and remanded the decision of the National Labor Relations Board in the case of Station WBTB of Charlotte, N. C., (Jefferson Standard Broadcasting Company). The Court upset the Board's ruling that the Company was justified in discharging 10 members of IBEW Local 1229 for the distribution of the so-called "second class city" handbill.

The labor dispute arose when the company in its collective bargaining negotiations with Local 1229 refused to continue a provision in the agreement providing for arbitration of discharges of employees. During the course of the dispute a handbill was distributed commenting adversely on the quality of the TV programs presented by the Station. On September 3, 1949 the company discharged 10 technicians and engineers considered responsible for the distribution of the handbill.

### ***'Unfair' Charges Filed***

Unfair labor practice charges alleging that the company discharged the men in violation of the provisions of the Labor Management Relations Act protecting "concerted" or "union" activity were filed with the National Labor Relations Board. These charges were upheld by Trial Examiner Alba B. Martin. The National Labor Relations Board in a 4-1 decision, however, ruled that the company did not violate the Act because the distribution of the handbill was "undefensible," in the judgment of the Board. Abe Murdock was the only member of the Board who dissented.

The Local Union then applied to International President D. W. Tracy for assistance. A careful review was

The case is now remanded to the Board  
'for further proceedings not inconsistent  
with the opinion of the Court.'

made of all the legal considerations in the case, including the fact that during the entire history of the Wagner Act and the Taft-Hartley Act only five appeals had previously been filed by labor unions from Board decisions holding employers not guilty of violations of the Act. International President Tracy then authorized Louis Sherman, General Counsel of the Brotherhood to file an appeal in the courts.

A petition for review was filed in the United States Court of Appeals for the District of Columbia Circuit on November 3, 1951. This petition of the IBEW requested that the decision of the Board be reversed. The case was argued before the Court on April 16, 1952 and after seven months of consideration the Court handed down its decision on November 20, 1952.

### ***'Legal Error' Ruled***

The Judges of the U. S. Circuit Court (Bazelon, Edgerton and Proctor) ruled that the Board had committed legal error when it failed to make the finding essential to the Board's conclusion that the concerted action in the case was unprotected by the Act. It is the Court's view that the Board should have determined whether the concerted activity of distributing the handbill was "lawful." The Court's decision in effect holds that the Board must measure the Act's protection of concerted activity in terms of legal standards rather than whether the conduct is fair or wise or satisfies standards which the members of the Board think is desirable.

The case is now remanded to the Board for further proceedings not inconsistent with the opinion of the Court.

At the date of printing of this number of THE TECHNICIAN-ENGINEER, the Board had under consideration the question of what action it should now take on the Trial Examiner's recommendation that an order be issued requiring the employer to offer reinstatement, provide back pay and engage in collective bargaining with Local Union 1229.

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*We are grateful to Louis Sherman, General Counsel of the International Brotherhood of Electrical Workers, for the report of this important and interesting case. Brother Sherman appeared before the District Court and argued the case for the IBEW on April 16, 1952.*



# THE EMPLOYER'S DUTY to Supply Data for Collective Bargaining

Jay E. Shanklin

Reprinted, with permission, from the *Monthly Labor Review*

THE cases coming before the National Labor Relations Board and available collective-bargaining contracts indicate that there is a rising demand from the representatives of employees for information on wage rates and business operations that will affect the pay, working conditions, or status of employees. More and more contracts provide that the employer supply such information in orderly and comprehensive fashion. However, the Board and the courts have consistently held that, regardless of the lack of any such contract provisions, the law of collective bargaining places upon an employer a duty to supply the employees' representative with any information that he has available which is necessary to enable the employees' representative either to bargain intelligently upon the issues raised in negotiations or to police the administration of contracts. Such information must be supplied without unreasonable delay and in a form that will not impede or obstruct bargaining.

## **Accurate Data Required in Bargaining**

This duty of the employer to supply information has one of its principal roots, aside from the statutory requirement, in the need for accurate information to make collective bargaining work at all. When employee and management representatives face each other across the bargaining table to negotiate on an intricate piece rate or pension plan, each must know what he is bargaining about. They must have something more tangible than the "feel" or "look" of a proposition to be able to evaluate it. Take a simple offer of a 10-cent raise above the rate provided in the prior contract: if none of the employees has had a raise since the old contract was negotiated, it means one thing; but if nearly all the employees

have had 8- or 10-cent individual increases during the interim, it means quite another thing. Plainly, the 10-cent offer has no real meaning unless the facts of the going rate of the individual employees are put on the table before the negotiators.

"Sound collective-bargaining agreements are negotiated on the basis of facts," according to one management organization. "The more facts available to the negotiators, the less likelihood that the negotiations will be conducted on an emotional pitch. The closer the parties can hew to the facts, the more business-like will be the process of negotiating the collective-bargaining agreement."<sup>1</sup>

However, in the case of actual wage rates and much other data necessary to bargaining, the employer often is in virtually sole possession of the facts essential for determining the worth of a given proposal. Management normally accrues this information in the course of its operation of the business; the employees' representative cannot obtain it from any other source except possibly by extensive or expensive research, and sometimes not even by that method without the employer's cooperation. In such situations, the National Labor Relations Board and the courts, in a long line of decisions going back more than 10 years, have held that the employer has a duty to furnish information necessary to bargaining.

## **Contract Provisions To Supply Information**

In recent years, there has been a growing tendency to recognize this need for information and to provide for it in the contract. The Bureau of Labor Statistics in a 1948 survey of wage provisions reported that "agreements sometimes require that the union be furnished lists of all rates, classifications, and job descriptions . . . or that the union receive periodically a statement of the hours worked and wages received by its members." One contract provision, reported in the

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*Mr. Shanklin is Assistant Director of Information, National Labor Relations Board. This article is reprinted with permission from the October, 1952, issue of the Monthly Labor Review. Any opinions expressed, unless specifically credited, are those of the writer and are not to be attributed to the Board or General Counsel, or to the U. S. Department of Labor.*

<sup>1</sup> Preparing to Negotiate, National Association of Manufacturers, Industrial Relations Department, New York, 1947 (Management Memo No. 2, p. 8) quoted in Collective Bargaining Principles and Practices, by C. Wilson Randle, Houghton Mifflin, Boston, 1951 (p. 161).

survey, granted a union committee the right to inspect pay checks of employees before issuance, if the union desired it.<sup>2</sup> Numerous contracts provide that the employer shall supply information on job classifications or evaluations, usually in advance of any proposed changes.<sup>3</sup> A recent contract also provides that the company shall give the union advance notice of major changes in business methods which might result in a reduction in working force or a reduction in pay.<sup>4</sup> Another contract provides for a study of the wage structure by a joint committee composed of three union and three company representatives.<sup>5</sup> This agreement further provides that "all company data which is pertinent to the authorized studies of the committee . . . shall be made available by the company."

Inherent in the idea of collective bargaining is the free and willing exchange between the bargainers of the information necessary to carry forward bargaining. But the supplying of necessary information cannot be left as a matter to be bargained about, the Board and the courts have ruled. The broad purpose of the National Labor Relations Act, as stated in the act, is to achieve peaceful labor-management relations by "the friendly adjustment of industrial disputes." This high purpose would scarcely be furthered by the making of mere paper agreements based upon ignorance and misunderstanding between the parties.

### **Necessary Information**

On the question of what information is necessary to fair and fruitful bargaining, the Sixteenth Annual Report of the National Labor Relations Board summarized the general rules as follows: "An employer's duty to bargain also includes the obligation to furnish the bargaining representative with sufficient information to enable the union to bargain intelligently and to understand and discuss the issues raised by the employer in opposition to the union's demands. The extent and nature of such information depends upon the bargaining which takes place in any particular case."

In cases coming before the Board, unions have sought information on the following subjects: (1) wages of employees in the unit and methods of computing them; (2) premiums and other financial details of a group insurance plan; (3) comparative wages of competing companies; (4) productivity of employees; (5) transfers of

employees to another plant; (6) subcontracting of work to other companies; (7) a financial statement of the employing company; (8) dividends and capitalization; (9) manufacturing costs; (10) incoming and outgoing orders; (11) production requirements on government orders.<sup>6</sup> Information on the number of employees hired as replacements for strikers was sought in two cases, but in each the Board declined to order the employer to supply it under the circumstances.<sup>7</sup>

The information asked by employee bargaining representatives falls into three general categories: (1) wage information; (2) data on business operations which might affect the pay or status of employees; and (3) data indicating the company's ability to pay. The Board and the courts in various cases have ordered employers to furnish each of these three types of information within certain limits.

### **Wage Information**

The furnishing of wage information has most often been the subject of litigation before the Board and the courts. The first such case was brought to the Board in 1942 by a union of clerical and technical employees.<sup>8</sup> The union had requested the company to furnish it with a list of employees in the bargaining unit and the current rate of pay, job classification, duties, and the wage history during 2 years for each employee. The union informed the company that it needed this information to enable it to bargain intelligently on the company's offer to give varying wage increases to "related groups" of employees. The company refused to divulge the information on the ground that it was confidential and could be disclosed only by the employees themselves.

The court of appeals, enforcing the Board's order that the employer supply this information, declared: "We can conceive of no justification for a claim that such information is confidential. Rather it seems to go to the very root of the facts upon which the merits were to be resolved." The court added:

"In determining what employees should receive increases and in what amounts, it could have been only helpful to have before the bargainers the wage history of the various employees, including full information as to the work done by the respective employees and as to their respective wages in the past, their respective increases from time to time, and all other facts bearing upon what constituted fair wages and fair increases. And if there be any reasonable basis for the contention

<sup>2</sup> Collective Bargaining Provisions, General Wage Provisions, U. S. Department of Labor, Bureau of Labor Statistics, Washington, 1948 (Bull. No. 908-8, pp. 82, 83).

<sup>3</sup> For example, see General Electric-IUE 1950 contract, in *Contracts*, Bureau of National Affairs, Washington, 20:801; CIO Rubber Workers 1948 contract with U. S. Rubber and 1949 contract with B. F. Goodrich, *ibid.*, 21:921; New York Stock Exchange-AFL Office employees 1950 contract, *ibid.*, 28:806; Ball Brothers Co. and Glass Workers, 1951-52 contract, in *Union Contracts and Collective Bargaining*, Prentice-Hall, New York (pp. 56, 931).

<sup>4</sup> Consolidated Edison-Utility Workers 1949 contract, in *Collective Bargaining Negotiations and Contract Texts*, op. cit. 26:8.

<sup>5</sup> Allis-Chalmers UAW-CIO 1950-55 contract, in *Collective Bargaining Negotiations and Contracts*, 21:241-257.

<sup>6</sup> For a symposium of union officials' views on the information needed by bargaining agents, see also *What Kind of Information Do Labor Unions Want in Financial Statements*, *Journal of Accountancy*, vol. 87 (pp. 368-377).

For discussion of the entire problem of information in collective bargaining, see *Employer's Obligation to Produce Data for Collective Bargaining*, by Herbert L. Sherman, Jr., *Minnesota Law Review*, December 1950 (pp. 24-46).

<sup>7</sup> *Oklahoma Rendering Co.* (75 NLRB 1112, 1948); *Old Line Life Insurance Co.* (96 NLRB No. 66, 1951).

<sup>8</sup> *Aluminum Ore Co.* (39 NLRB 1286), enforced 131 F. 2d 485 (CCA 7).

that this may have been confidential data of the employer before passage of the act, it seems to us it cannot be so held in the face of the expressed social and economic purposes of the statute."

This case was decided under the Wagner Act, but its rule still stands. The Board specifically reaffirmed it in the first wage information case to come up under the Taft-Hartley Law,<sup>9</sup> and the Board has applied it in a considerable line of cases arising from the amended act. Another court of appeals, passing upon the question in a Taft-Hartley case, said: "We find it difficult to conceive a case in which current or immediately past wage rates would not be relevant during negotiations for a minimum wage scale or for increased wages."

"Since the employer has an affirmative statutory duty to supply relevant wage data, his refusal to do so is not justified by the union's failure to show initially the relevance of the requested information. The rule governing disclosure of data of this kind is not unlike that prevailing in discovery procedures under modern codes. There the information must be disclosed unless it plainly appears irrelevant. Any less lenient rule in labor disputes would greatly hamper the bargaining process, for it is virtually impossible to tell in advance whether the requested data will be relevant except in those infrequent instances in which the inquiry is patently outside the bargaining issue."<sup>10</sup>

The relevancy of requested wage information was posed squarely in this case. The union, during 1949 negotiations, asked wage information on each employe in the bargaining unit for the years 1946, 1947, and 1948. The company refused to supply the information sought on the ground that it had no relationship to the negotiations. The Board agreed that the union had failed to show the relevancy of the 1946 and 1947 data to bargaining which the Board found was limited to four principal contract changes sought by the union: a 15-per cent increase, a \$1 minimum hourly wage, a union shop, and an extra week's vacation for senior employes. The majority opinion said: "... the record before us fails to disclose the relevancy of such information to the negotiations under consideration." However, as to the 1948 wage data, the Board said:

"Most certainly the going rate is a factor to be considered in determining whether or not to press or eliminate its demand for a general wage increase. Likewise, current wages are directly related to the demand for a minimum. Without such information, there is no basis for determining to what extent, if any, the minimum wages would affect any employes in the unit. Further, the information requested for 1948 would enable the union to ascertain if any wage inequities existed among employes in the unit and to frame its contract demands

so as to eliminate any possible discrepancies. In sum, the respondent's refusal to divulge information as to the current salaries of the employes in the unit placed the union in the position of dealing *in vacuo* on subjects relating to wages, as there existed no area known to the union in which it could vary its wage position."

*Individual Increases.* A type of wage information which has been involved in a number of NLRB cases pertains to increases granted to individual employes, which employers often characterize as "merit increases." The first such case arose in 1945.<sup>11</sup> The company in this case declined to give the union information about certain individual increases it had made, on the ground that such individual "merit increases" were not subject to collective bargaining. The Board and the court of appeals which reviewed the case rejected this contention, holding that such increases were clearly within the scope of collective bargaining as required by law. The court cited the *J. I. Case* decision, in which the United States Supreme Court said of individual contracts:

"The practice and philosophy of collective bargaining looks with suspicion on such individual advantages. Of course, where there is great variation in circumstances of employment or capacity of employes, it is possible for the collective bargain to prescribe only minimum rates and maximum hours or expressly to leave certain areas open to individual bargaining. But except as so provided, advantages to individuals may prove as disruptive of industrial peace as disadvantages. They are a fruitful way of interfering with organization and choice of representatives; increased compensation, if individually deserved, is often earned at the cost of breaking down some other standard thought to be for the welfare of the group, and always creates the suspicion of being paid at the long-range expense of the group as a whole."<sup>12</sup>

Upon the basis of this reasoning, the court of appeals upheld the Board's order that the employer furnish the union "full information with respect to merit wage increases, including the number of such increases, the amount of such increases, and the standards employed in arriving at such increases."

*Policing the Contract.* The representative of employes, however, is entitled to wage information not merely for negotiations but also for policing the administration of a contract, the Board has held. In the first case to involve this point, the union had requested the current pay rates of each employe and the rates of each year earlier, to enable it to process grievances under a contract.<sup>13</sup> The Board unanimously adopted

<sup>11</sup> *J. H. Allison & Co.* (70 NLRB 377, 1945), enforced 165 F. 2d 766 (C. A. 6, 1948), certiorari denied by the Supreme Court 335 U. S. 814; rehearing denied 335 U. S. 905.

<sup>12</sup> *J. I. Case Co. v. NLRB* (321 U. S. 332).

<sup>13</sup> *National Grinding Wheel Co., Inc.* (75 NLRB 905, 1948).

<sup>9</sup> *Cincinnati Steel Castings Co.* (86 NLRB 592, 1949).

<sup>10</sup> *NLRB v. Yawman & Erbe Mfg. Co.* (187 F. 2d 947, C. A. 2, 1951) enforcing 89 NLRB 881 (1950).



the trial examiner's reasoning that "the information requested was manifestly pertinent to enable the union representatives to appraise intelligently these grievances and present them effectively." Therefore, the Board held, the company was obligated to furnish "information in regard to pay rates and changes and adjustments therein such as will enable [the union] to discharge its functions as the statutory representative of the employees."

A later case presented a situation in which the contract gave the employer the unilateral right to make periodic merit raises under a merit-scoring system set forth in the agreement.<sup>14</sup> In the middle of the contract term, the union requested a list of the names of employees who had received merit increases the last time they were given, the amount of each increase, the merit-rating score of each employee, and their current rates of pay and classification. The company declined to furnish this information except on specific employees involved in grievances or complaints.

"All the information requested by the union was necessary," the Board held, "in order for the union effectively to police the existing contract, and in order for it intelligently to bargain with respect to future contracts. Without such information, the union would be seriously hampered. Under these circumstances, we have consistently held that withholding this type of information, when requested, constitutes a violation of the act. The courts have approved this doctrine. And the result has been the same whether the demand and refusal occurred at the time of contract negotiations, or in the middle of the term."

*Form of Wage Information.* The form in which an employer may supply information also has been the subject of several cases before the Board. The employer does not have to furnish information "in the exact form requested" by the employees' representative, the Board has held, but the information must be supplied "in a manner not so burdensome or time-consuming as to impede the process of bargaining."<sup>15</sup>

In the case where this rule was enunciated, the union wanted a *written* list of the 98 employees in the unit giving their classifications and wage rates. The company declined to provide such a list on the ground that it did not want such a list "kicked around promiscuously" in local business circles. However, the company had just furnished the union with a seniority list of all employees and it offered to furnish *oral* information as to the classifications and wage rates of any and all employees specifically named by the union. By referring to its list, the union inquired about, and received information on, the rates of about 70 per cent of the

employees. The Board said: "As there were only 98 employees in the unit, we do not regard this respondent's insistence on furnishing this information orally, rather than by a written list, as evidence of bad faith."

In another case, the employer furnished a listing of the rates on each job by department numbers and a separate alphabetical list of the 1,154 employees in the unit, but it declined to match the job rates with the names of the employees.<sup>16</sup> The Board held this was inadequate. Without the names, the Board held, the union was unable to determine (1) whether a general increase had been uniformly applied, or (2) whether merit-rating points were being converted into pay dollars in accordance with the wage payment plan of the contract, or (3) whether there had been disparate treatment of union and nonunion employees in the matter of merit ratings.

The employer, in this case, took the position that the union could find out the individual pay rates. The employer contended that the union could recognize the jobs of its own members and it could question other employees and thereby build up a card index which would help identify the individuals on the list. As in the

*Aluminum Ore* case, the Board rejected this as too great an obstruction to bargaining. The Board said:

"Even if it were conceded, however, that the union could actually have obtained in the manner suggested by the respondent [company] information necessary to correlate the wage data with particular employees in the unit, it is clear that recourse to such an approach would certainly have been attended with considerable difficulty and loss of time. In these circumstances, full compliance with the duty to bargain required production of the information requested. . . . The respondent was under a duty to furnish this information 'in a manner not so burdensome or time-consuming as to impede the process of bargaining.' This it has adamantly refused to do."

The Board has consistently held in such cases that the union representing employees is entitled to the name of each employee in the unit, his classification, his current rate of pay, his merit or performance rating score, and full information regarding individual merit wage increases or decreases, including the names of employees receiving such increases, the amount of such increases or decreases, and the dates on which such increases or decreases were put into effect.<sup>17</sup>

The Board has held also that unnecessary delay in furnishing wage information is evidence of bad faith in bargaining.<sup>18</sup> But where information has been sought

Spread  
Yule  
Cheer  
★  
Buy  
TB Seals

<sup>14</sup> *General Controls Co.* (88 NLRB 1341, 1950); *The Electric Auto-Lite Co.* (89 NLRB 1192, 1950).

<sup>15</sup> *The Cincinnati Steel Castings Co.* (86 NLRB 592, 1949); see also *Old Line Life Insurance Co.* (96 NLRB No. 66, 1951).

<sup>16</sup> *The B. F. Goodrich Co.* (89 NLRB 1151, 1950). See also *Le-land-Gifford Co.* (95 NLRB 1306, 1951).

<sup>17</sup> See the Board's orders in *General Controls Co.* (88 NLRB 1341) and *The B. F. Goodrich Co.* (89 NLRB 1151).

<sup>18</sup> *City Packing Co.* (98 NLRB No. 203, 1952); *Montgomery Ward & Co.* (90 NLRB 1244, 1950).

apparently for the purpose of merely harassing the employer, the General Counsel has declined to issue a complaint.<sup>19</sup>

### **Data on "Fringe Issues"**

Unions also have sought from the employer information on so-called "fringe issues" or matters bearing upon wages indirectly. Such cases coming before the NLRB have included requests for data on (1) group insurance coverage, (2) productivity, (3) transfers of employees to another plant, (4) subcontracting of work to other employers, which might reduce the earnings of the employees in the unit, and (5) comparative wages of other employers.

The Board held that, in the circumstances of the cases involved, the unions were entitled to information on the first three items.<sup>20</sup>

The data on subcontracting, however, was requested by the union on only three months after it had signed a two-year contract specifically waiving any right to bargain about subcontracting during the term of the contract. In this situation, the Board held the union's request for information was untimely because it "was irrelevant to any statutory right which the union then possessed," in view of the waiver.

The request for productivity data arose in the same case. The union requested information on the changes in the productivity of employees. The company declined to furnish it, on the ground that this was not a bargainable issue, in this instance, under the formulae of the Wage Stabilization Board. The company asserted that WSB, under its regulations, would approve a wage increase based upon increased productivity of employees only if the employer warrants that he will not use such a wage increase as a basis for seeking a price increase. The company declared it was not willing to give this warranty. The National Labor Relations Board said: "This amounts to saying that bargaining on productivity wage increase will be fruitless, because the respondent [company] is unwilling to agree to the conditions attached to such wage increases by the Wage Stabilization Board and therefore the respondent is relieved of any obligation to bargain on this subject at all. But this attitude does not meet the statutory standard of good faith bargaining." The NLRB specifically ordered the employer to furnish the productivity data.

Comparisons of wages paid by the bargaining employer with those paid by other comparable companies

also have been an issue in two NLRB cases.<sup>21</sup> In each instance, the matter was brought to the bargaining table by the employer indicating that it had data showing that its wage rates compared favorably with, or exceeded, those of other companies, but the employer declined to show the data. Both times the Board ordered the employer to furnish the comparative wage data to the union. In the first case, the court of appeals upheld the Board's order, but in the second case, the same court held that the evidence did not establish that the union ever actually had asked to see the data.

### **Data on Employer's Financial Condition**

Union requests for financial information from employers in cases coming to the NLRB have all arisen in settings somewhat different from those of the wage data requests. Union officers have indicated on a number of occasions that, as a preliminary to bargaining, they want information on the financial condition of the employers they deal with, in order to negotiate more intelligently and to forestall exorbitant or "unrealistic" demands. But none of the cases coming to the Board has involved a situation in which a union has asked for financial data for the purpose of formulating bargaining demands. In each of the cases, the request for financial information followed upon the employer's countering a union request for contract improvements with a claim of inability to pay. The first such case arose in 1936, soon after adoption of the Wagner Act.<sup>22</sup> In that case, the Board said: "He [the president of the company] did no more than take refuge in the assertion that the respondent's financial condition was poor; he refused either to prove his statement, or to permit independent verification. This is not collective bargaining." The Board has since adhered to this view consistently, in the half-dozen or so cases involving this question that have come up for decision.

The Board specifically reaffirmed this rule under the Taft-Hartley law in one case.<sup>23</sup> The employer adamantly insisted over a period of 11 months' negotiations that it could not afford to make any wage increase because of poor business conditions, although the union scaled its original demand for a 30-cents-an-hour increase down to 5 cents. Throughout the negotiations, the employer declined to offer any information on its financial condition or business operations to support its claim of inability to pay.

The union first asked for the company's record of

<sup>19</sup> General Counsel's Administrative Decision No. 62, made public March 7, 1951.

<sup>20</sup> *Jacobs Manufacturing Co.* (94 NLRB 1214, 1951), group insurance; *Hughes Tool Co.* (100 NLRB No. 39, 1952), productivity and transfers.

<sup>21</sup> *Sherwin-Williams Co.* (34 NLRB 651, 1941), enforced 130 F. 2d 255 (CCA 3, 1942); *Westinghouse Electric Supply Co.* (96 NLRB No. 58), enforcement denied 196 F. 2d 1012 (CA 3, 1952).

<sup>22</sup> *Pioneer Pearl Button Co.* (1 NLRB 837, 1936).

<sup>23</sup> *Southern Saddlery Co.* (90 NLRB 1205, 1950).

dividend payments: the amounts of dividends paid, and the amount of dividends in relation to the company's capitalization. The company would say only that dividend payments during the past 10 years had been "small" but refused to give any other information. The union then suggested that the company submit a financial statement to support its claim. The company rejected this suggestion. Finally, the union asked for a dollar-and-cents breakdown of manufacturing costs. The company likewise rejected this request. The Board held unanimously that this did not measure up to the law's requirement of collective bargaining. The Board's opinion said:

"We believe that, if the respondent [company] was unwilling to modify its initial opposition to the union's demands for a wage increase, it should, at the very least, have made a genuine and sincere effort to persuade the union to accept its position. Here, the validity of the respondent's position depended upon the existence of facts peculiarly within its knowledge. The respondent [company], therefore, in our opinion, was obliged to furnish the union with sufficient information to enable the latter to understand and discuss intelligently the issues raised by it in opposition to the union's demands. The extent and nature of such information depends upon the bargaining which takes place in any particular case.

"The respondent [company], by maintaining the intransigent position that it was financially unable to raise wages and, at the same time, by refusing to make any reasonable efforts to support or justify its position, erected an insurmountable barrier to successful conclusion of the bargaining. We believe that such conduct does not meet the test of good faith bargaining. Accordingly, we find that, under the circumstances, the respondent [company] has failed to discharge its duty to bargain collectively with the union and thereby has violated section 8(a)(5) and 8(a)(1) of the act."

In a later case, when the employer declared that it could not give a wage increase because of poor business, the union asked for "information on incoming and outgoing orders" and "a general look at the company's books to find out their general financial position."<sup>24</sup> The employer refused, stating that the question of whether an increase could be granted was entirely within the company's "business judgment." The Board held unanimously that the company's "refusal to supply any substantial data whatever" to support its contention of inability to pay showed a lack of the good faith in bargaining required by the law. The Board added:

"That being so we are not called upon to determine whether the union was entitled to all of the informa-

tion it requested. It suffices that the respondent [company] adamantly insisted that it need go no further in bargaining over a wage increase than to express its inability to grant the wage increase the union had sought, and it refused to disclose any record information whatever to substantiate its position."

The Board ordered the company to furnish the union, upon request, "with such statistical and other information as will substantiate the respondent's position in bargaining." The court of appeals, in enforcing this order, said: "The Board's order does not require the respondent to produce any specific business books and records but information to 'substantiate' its position in 'bargaining with the union.' As we interpret this, the requirement of disclosure will be met if the respondent produces whatever relevant information it has to indicate whether it can or cannot afford to comply with the union's demands."

*Independent Verification Offers.* In most of the cases involving the question of supplying financial information, the Board has exonerated the employer of refusal to bargain. In the first such case, the employer offered an explanation of its financial condition and further offered to show the union its books, but the union declined the offer.<sup>25</sup> In the next case, the employer not only offered its books for examination by the union, but also volunteered to pay the fees of auditors to be chosen by the union for such an examination.<sup>26</sup>

Likewise, in later cases, when the employer offered either to let the union look at its books or to provide for independent examination of the books by an outside auditor, the Board has found no refusal to bargain.<sup>27</sup> In one of these, the union asked the company to produce such records as would show its financial ability or inability to pay a wage increase which the company contended it could not afford. The company refused this request, but agreed to open its books to a certified public accountant or such other disinterested third party as the union and company could agree on. The union did not avail itself of this counterproposal, and the Board found no refusal to bargain on this score.

On the other hand, when the employer asserted financial inability to grant a wage increase and the union requested an examination of the company books by a person selected jointly by the union and the employer, the employer's refusal of this proposal for independent verification was taken as evidence of bad faith on the employer's part.<sup>28</sup>

<sup>25</sup> *Julius Breckwoldt & Sons, Inc.*, (9 NLRB 94, 1938).

<sup>26</sup> *Ferguson Brothers Manufacturing Co., Inc.* (9 NLRB 189, 1938).

<sup>27</sup> *West Fork Cut Glass Co.* (90 NLRB 944, 1950); *Commercial Printing Co.*, (99 NLRB No. 80, 1952); *City Packing Co.*, (98 NLRB No. 203).

<sup>28</sup> *Camp & McInnes, Inc., Alamo Division* (100 NLRB No. 85).

<sup>24</sup> *The Jacobs Manufacturing Co.*, 94 NLRB 1214 (1951), enforced 196 F. 2d 680 (C. A. 2, 1952). See also *I. B. S. Manufacturing Co., et al.* (96 NLRB No. 200, 1951).



## Technical Notes

### Triple Transmission Tube

Half a dozen outstanding radio engineers and theoreticians in London, England, are working on a superficially simple device for the simultaneous transmission of telecommunication waves and electrical power on the same wire line. Some experts feel it may prove to have more ramifications than the invention of radar.

The heart of the new device is a finger-thick copper tube. Through it, along it and around it the engineers are sending different sorts of energy in waves, as if it were a combined overhead power line and coaxial cable for television. The result is a triple-service conductor or "wave guide" that scientists hope may revolutionize a number of present-day electrical engineering communications and power links.

In a recent radio research report that Government scientists were investigating the effects of "surface waves along a wire" little or nothing was said about the implications of the new technique. The scientists themselves talked lightly about "putting the wires back in wireless" when reporters asked them about its repercussions on radio and television.

Actual instigator of this research was a German physicist, Arnold Sommerfeld of Koenigsberg, who, when he was a professor at Clausthal University in 1899, showed theoretically that a straight cylindrical conductor could act as a guide for electromagnetic waves.

It is doubtful whether very much more would have been heard about the wave guide if Dr. Georg Goubau, now of the United States Signal Corps Laboratories, Fort Monmouth, N. J., had not taken the idea to the United States some years ago.

### Latest on Taped Pictures

Two recent developments in the art of recording pictures on magnetic tape for TV as well as for movie-making hold out hope that the commercial accomplishment of sight-sound recordings may not be too long in coming.

The first is the announcement by Frank Healey, executive director of the Electronics Division, Bing Crosby Enterprises, that a second demonstration of the Crosby taped-picture system will be held "before year's end." Crosby Enterprises showed a working demonstration of its system last year in Hollywood. Although the pictures were hazy, they were viewable.

The second is the report by Allen Shoup of Shoup Engineering Co., Chicago, that he recorded a 5-mc signal successfully for a short duration. A TV signal is  $4\frac{1}{2}$ , of course, mc in bandwidth. In one test, he said, he had 30 minutes playing time on a 6,000-ft. reel.

### One Moment Please



Jack Harris, announcer for "Telle Test," Walter Schwimmer Productions' giveaway, on Station KGCU, Mandan, N. Dak., recently found himself with wash-water hands.

In a recent broadcast he offered to do the family laundry for the housewife identifying the person "whose last words were 'so little done, so much to do.'" The winning answer was "Cecil John Rhodes," and the woman who came up with it was laundress for the State Training School in Mandan.

So Mr. Harris had a scrubbing day for the benefit of the training school's 300 inmates. His comment, straight from the wash tubs: "So little done, so much to do."

—Thanks to Broadcasting-Telecasting.

**EDITOR'S NOTE:** Every station has its tales of last-minute woe . . . unexpected breaks of silence . . . listener complaints. . . . Send them to the **TECHNICIAN-ENGINEER**. We'd like to have the best ones illustrated and passed on to the membership. Mail them to the **TECHNICIAN-ENGINEER**, International Brotherhood of Electrical Workers, 1200 Fifteenth Street, N. W., Washington, D. C.

### German Video on the Way

The German television industry is getting under way this winter, transmitted entirely by uhf relay. Experimental telecasts from Hamburg to the Ruhr are being conducted by the Northwest German Radio (NWDR). NWDR hopes to have at least two hours of regular programming between Hamburg and Cologne by Christmas. Extension to southern Germany is still in the planning stage. NWDR uses a 625-line TV image.

# Station Breaks



## **Push-Button Warfare?**

A U.S. Signal Corps sergeant recently demonstrated military TV's possibilities to members of the Society of Motion Picture and Television Engineers, meeting in Washington. He showed how television can help military leaders to analyze battle actions and direct strategy in the comparative safety of 20 miles behind front line action.

The sergeant didn't say that television had already been put to such combat use. He said, however, that a simulated battle test at Fort Monmouth, N. J., had shown that the Corps' mobile TV units could do such combat work.

Equipment used for such telecasts is contained in four bus-size vehicles. One bus handles transmissions. The cameras, operating on cable, can be moved up to 1,000 feet closer to combat than the transmitter bus. Another bus provides the power. A third bus is safely distant, receiving the "program" through 10 16-inch screen receivers and one 8-by-10-foot projector screen unit. A fourth vehicle provides the power for the receiving units.

Members of the Brotherhood can figure out all sorts of bugs in this arrangement, Sergeant. First of all, 1,000 feet from combat isn't healthy distance, with snipers nearby, and 1,000 feet couldn't show much of a battle in jungle or in Korean valley. Second, what happens if an enemy patrol slips through and connects the cable to enemy monitors or taps in on same?

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## **WILLIAM GREEN**

*March 3, 1870-November 21, 1952*

*As Labor faced up to the early uncertainties of the Eisenhower Administration, which it opposed in the recent general elections, two of its top leaders were lost. First Phil Murray of the CIO, then the Grand Old Man of the AFL—William Green. Both were guiding forces in American Labor for many years.*

*For 28 years William Green headed the American Federation of Labor. His passing ends an era. We join countless other Labor voices in paying tribute to his memory.*

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## **Simulcast—Texas Style**

During the recent political campaigns, simulcasting with a new twist was introduced in Fort Worth, Tex. A local political candidate, wishing to reach his electorate by all broadcast media, lined up a simulcast which used WBAP-TV but not WBAP. WBAP's radio operation, a 50 kw outlet, reached farther and cost more than the candidate wanted to pay. So he chose WBAP-TV and a lower-powered radio operation—5 kw KFJZ, Fort Worth—to tell his story to the local voters.

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## **WRFD Play Area Installed**

IBEW engineers at WRFD, Worthington, Ohio, will soon enjoy the recreational facilities now being prepared by the station management for employees, clients and friends. In the second phase of the station's 235-acre rural radio center development, a recreation area is being prepared which will include a large shelter house, and four smaller ones, playground equipment, a putting green, picnic tables, trading post, charcoal grills, comfort facilities, and 12 outdoor fireplaces. It eventually will include a restaurant and a motel.

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## **Ban on Voice Recordings**

James Petrillo, president of the American Federation of Musicians, AFL, recently cracked down on the disc jockey practice of using recorded voices of band leaders on programs. He served notice on booking agents licensed by the Federation that all members and band leaders are barred from recording their voices on personal appearance transcriptions. Petrillo said that the voices of leaders on disc jockey programs create the illusion that they are in the studio and taking part in the broadcast. He added that the disc jockey, and not the live musician, benefits financially by the practice.

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## **WNYC Proposal**

Station WNYC, New York, is the only unorganized station in the nation's largest city. Last month, City Comptroller Lazarus Joseph proposed that this municipally-owned facility be eliminated.

## **Technician-Engineer**