

# TECHNICIAN ENGINEER

DECEMBER, 1958

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS — AFL-CIO

The INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS

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## ... in this issue

'Piped' Music for a Motel .....	3
They Refused to Sign a Statement .....	6
Winchester Strike is Planned Futility .....	9
Recent Labor Board Rulings .....	13
Technical Notes .....	15
Station Breaks .....	16

## ... the cover

Television Station WTOP-TV in Washington, D. C., which employs members of IBEW Local No. 1215, has its facilities atop one of the highest hills in the low-lying District of Columbia. When it decided to decorate its tower atop Broadcast House for the Yuletide Season it had to get special permission from the Civil Aeronautics Administration, the Civil Aeronautics Board, the Federal Communications Commission, and the Commissioners of the District of Columbia. Once approval was gained, 800 40-watt bulbs of many colors were strung from antenna to base, lighting up the sky with 32,000 watts of holiday cheer. (The picture is by John I. Clucas of WTOP-TV and recording secretary of Local 1215. He exposed for 1/2 second at f 3.5 using Tri-X Pan film.)

## commentary

There can only be one appropriate editorial commentary for the month of December 1958:

# Merry Christmas

# Happy New Year

## the index . . .

A short recap on the Consumer Price Index may be in order as an "end-of-year" note. On November 25, the Bureau of Labor Statistics reported the Consumer Price Index for October was 123.7, 2.1 per cent higher than a year ago (2.6 points).

It is interesting also to compare the city indexes for the months of October 1957 and 1958. As can be seen, for the most part, the city indexes very closely follow the national CPI.

	October	
	1958	1957
Boston .....	125.4	122.0
Chicago .....	127.3	124.7
Detroit .....	123.3	122.7
Kansas City .....	124.9	121.8
Los Angeles .....	125.6	122.2
Minneapolis .....	124.5	122.2
New York .....	121.5	118.4
Philadelphia .....	123.3	122.0
Pittsburgh .....	124.5	121.1
Portland, Oreg.....	124.5	121.9

The national CPI: October 1957, 121.1; October 1958, 123.7.



# 'piped' music for a motel

- ... closed circuit TV for tax auditors
- ... paging service for a busy daily newspaper office
- ... soft music for underwater swimmers

**A**N ultra-modern motor hotel called Charterhouse Alexandria opened to the traveling public, last month, a few miles south of Washington, D. C., on Shirley Memorial Highway in Virginia.

Boasting 234 rooms, a coffee shop, two public function rooms, and a heliport, it tops its competitors along State Highway 350 by offering also a swimming pool with "background music" . . . which is nothing unusual, except that this music is "piped" *underwater* also.

With a foot-wide, waterproofed speaker housed in the tiled sides of its pool a few feet below the water line, Charterhouse Alexandria can soothe the nerves of tired motorists with *Brahm's Lullaby* as they arch to the surface through the bubbles of a one-an-a-half-gainer.

Even more than that, if our wayfaring stranger is wanted on the telephone, he can be paged via the underwater speaker as he cups his hands and kicks deeper into the 8½ foot end of the pool.

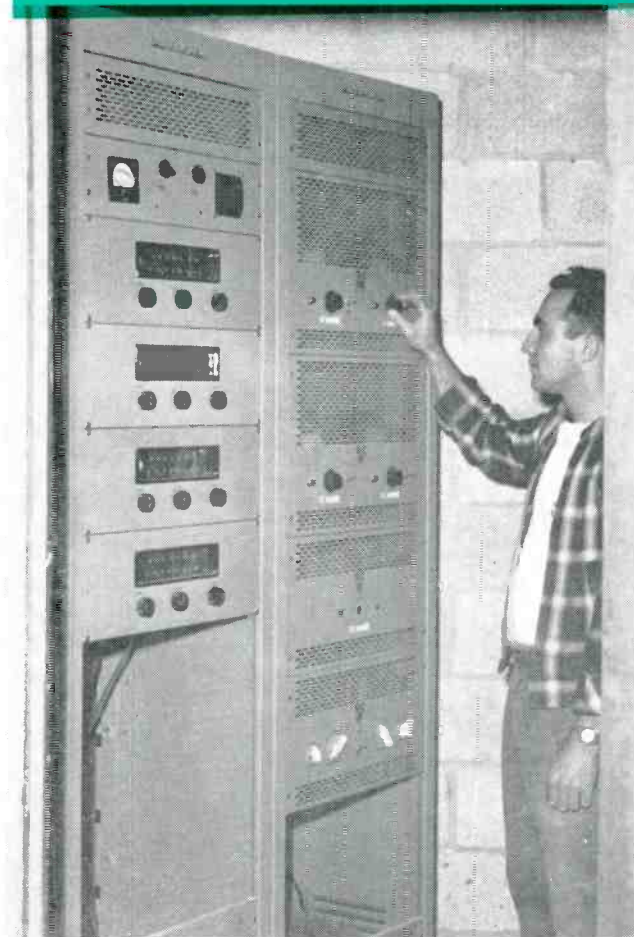
Gad! you ask: How can one escape the march of civilization?

Actually, friend, few people want to escape the soothing strains of background music . . . which is one of this motel's attractions. Robert Yoder, writer for the *Saturday Evening Post*, calls background music "a multi-million-dollar plot to make people happy" which "would fail the minute it is not warmly liked."

Background music speakers are installed in every unit of Charterhouse, and they are attached to poles in the parking area as well. Wall switches and knobs control selection and volume in each unit.

This installation job is one of many such projects completed by Tempo Electronics, Inc., of Washington, D. C., a firm which employs 12 members of IBEW

Joe Santaiti of Local 1215 adjusts the volume on Tempo equipment installed at Charterhouse Alexandria.





The central structure of Charterhouse Alexandria is a five-story building, with a higher wing on each end. It houses offices, public function rooms, restaurants and other facilities. At left it approaches completion.

Local No. 1215. Tempo is one of the largest background music distributors (via tape) for Muzak, which is, in turn, the largest packager of background music in the country. The firm has more than 600 subscribers. It also designs and installs extensive interoffice telephone systems, closed circuit television, and radio paging systems.

At Internal Revenue Service offices in Jacksonville, Fla., and Pittsburgh, Pa., it has installed closed circuit television. A tax auditor at these branch offices no longer has to walk down corridors and thumb through countless file cabinets while Joe Zilch, taxpayer, cools his heels. The IRS adjuster can now simply flash Zilch's tax return and/or related data before the closed circuit camera beside his desk, buzz somebody back in the stacks, and get a quick rundown on what the In-

ternal Revenue Service has about Joe Zilch on a TV receiver close by.

Tempo established a paging system in the headquarters building of the *Washington Post*, one of the nation's leading daily newspapers. Designed to expedite building service and maintenance, the system uses a series of tiny portable receivers which page key personnel in tone code. Each receiver has a vibrating reed and an encoded system of three distinct tones. A 5-watts input supplied to the transmitter actuates the vibrating reeds in the receivers, which operate on 27 megacycles. Variations on the three tones available become code signals for particular maintenance and service people.

Maids making up beds in motor hotels can be paged, nowadays, too. Tempo set up an intercom system in



Karl Banfer completes work at a wall receptacle which houses intercom controls.

The Tempo speaker in each unit is in the center ceiling. Controls are on the wall between beds.





Joe Santaiti, at center above, indicates the location of the underwater speaker which will furnish music and paging service to Charterhouse Alexandria's many summer swimmers. Such installations are being made at motel pools in many parts of the nation.

the rooms of Charterhouse Alexandria so that the motel office can page a maid in Unit 22, for example, and send her to Unit 12 or elsewhere on short notice. When the maid enters a room to "make it up," she pushes a small plug (a PL 55) into a wall jack. The plug operates a switch, which transfers the background-music speaker circuitry to intercom. The motel's housekeeper presses and releases a button at her control desk, as she sends or receives information. When the maid removes the plug, the system automatically goes back to the music programming.

Tempo sets up closed circuit and intercommunication systems for the armed services, government agencies, and private concerns. Each summer it installs and operates the sound system at Carter Barron Amphitheatre, a Washington open-air center operated by the U. S. Department of Interior.

An increasing number of IBEW members are working in the background music and closed circuit fields . . . and what's better than the soothing strains of union-supplied background music emanating from IBEW-label equipment?

The zigzag pattern of Charterhouse's many units offers many variations in sunlight and shade for guests. There are 234 rooms in all. To the left, beyond the picture, a heliport has been prepared.



Water "Wally" Ward, Tempo supervisor, checks switch boxes before the partitions are installed.

*The story of the first recorded  
strike of broadcasting engineers . . .*

## They Refused to Sign a Statement

**E**D GOODBERLET, studio control operator, was called into the manager's office one day in 1926. There he found all the other KMOX engineers lined up before the desk of Thomas P. Convey.

Convey started abruptly: "I've been informed that you men have joined a labor union. . . . What's the matter with you? Aren't you satisfied with what you're getting here? Do you expect a union to do any better for you?"

His voice grew sharp as he pulled out a slip a paper.

"Now here is a statement I want you men to sign, saying that you'll not have anything more to do with the union and that you're satisfied to work at the prevailing wages."

He handed the statement to Goodberlet first.

Goodberlet refused to sign, and he was immediately fired.

Convey then handed the paper to Erle White, another control operator. White, too, turned it down. He, too, was fired.

The other engineers looked coldly at Convey, and no one stepped forward to sign.

Convey waved them back to work and with a flushed face returned to his desk.

Shortly afterward, Bill Ludgate, chairman of the radio division of Local No. 1 of St. Louis, the cornerstone local of the Brotherhood, went to the KMOX office in the Mayfair Hotel to discuss the two firings

with Convey. The station manager met him at the door, and in a torrent of profanity Convey said that no blankety-blank union was going to tell him who he'd hire or fire.

"I'll hire or fire whom I please," he said.

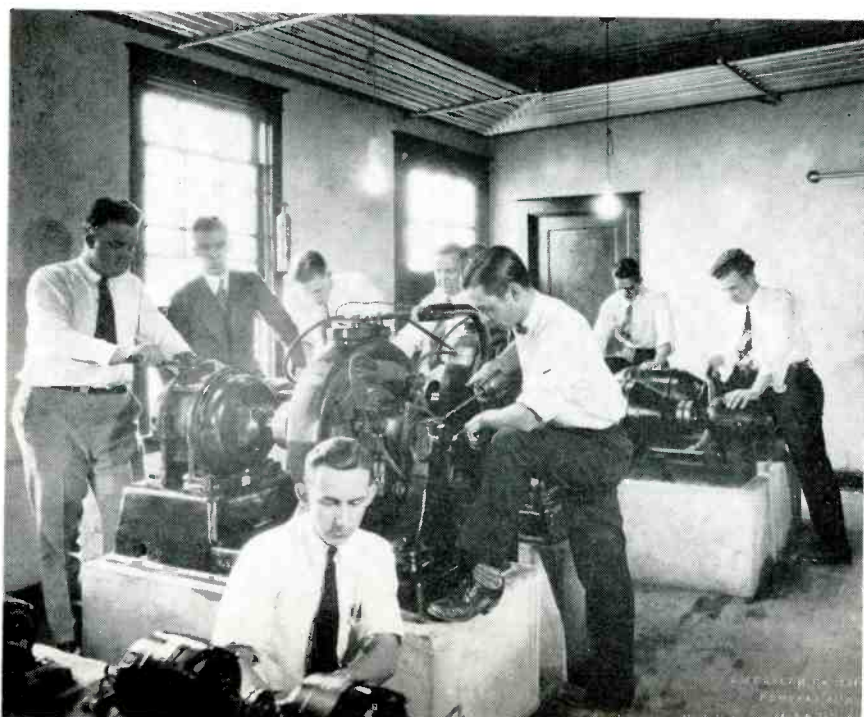
When Ludgate asked why the two men were fired, Convey replied, "I just didn't like their looks."

"Looks have no bearing whatever on the matter, Mr. Convey," said Ludgate. "This is a matter we should be able to settle amicably. Meanwhile these men must be returned to their jobs . . . or we will be compelled to pull all your other operators off the job until the matter is settled. Either return these men to their jobs by five o'clock this afternoon, or we'll take strike action."

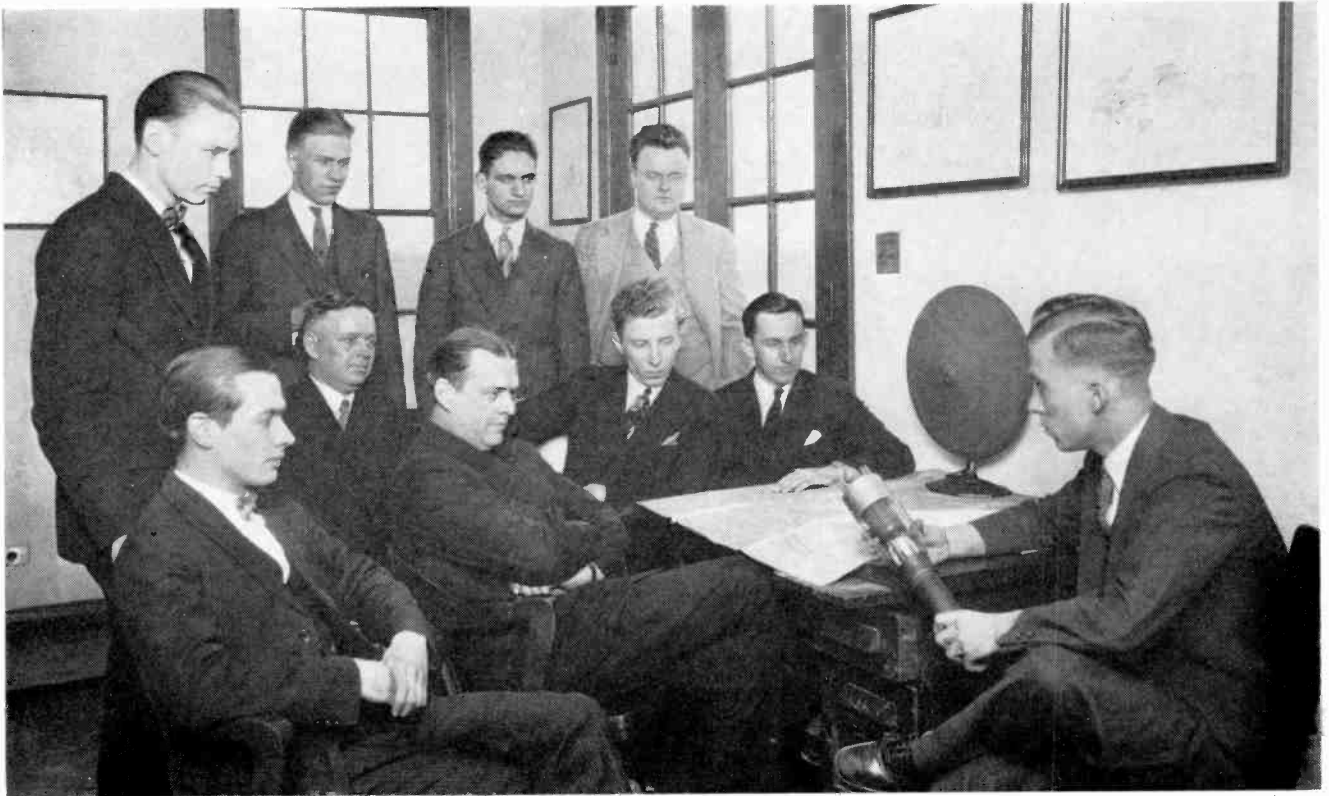
Five o'clock came, and Goodberlet and White were still out. The switches were pulled at the studios and transmitter, and on instructions from Business Agent Arthur Schading, the men began to picket.

Thus began what labor history has recorded as the first strike by organized labor at any radio station in the United States. This was a time when the nation was rising toward its first big financial boom. Radio stations were mushrooming across the country, as the Department of Commerce transferred its communications control work to the new Federal Radio Commission.

Ed Goodberlet, the first man fired, was working for



Some of the early radio engineers in the IBEW in the Late Twenties, shown at station motor generators. In the background, from left, are C. Franklin Jenkins, Bill West, Robert Coe, two men whose names are forgotten, Edward Goodberlet, and Nick Zehr. The two men in the foreground are Tom Nugent and Frank Stengel.



Local 1 members huddle at the KMOX transmitter at Kirkwood, Mo., during the spring of 1928. (These facilities were later sold to KWK and used by that station until 1935. The Western Electric 5C was sold to WMAZ, Macon, Ga., which used it until last summer.) In the picture above, seated, from left, are Frank Stengel, an unidentified telephone man, George Junkin, Nick Zehr, Thomas Nugent, and William H. West. Standing are Frank Castigne, Robert L. Coe, Edward Goodberlet, and C. Franklin Jenkins.

\$30 a week, on duty for 48 hours. An engineer performed every job at a radio station from emptying the wastebaskets to occasionally announcing Caruso records.

KMOX, "The Voice of St. Louis, Missouri," had gone on the air on Christmas Eve, 1925. It was a pioneer station of the Midwest. Supported strongly by *The St. Louis Globe-Democrat* newspaper, the station had 15 financial backers—all prominent businessmen of the community. The site for the transmitter was donated by the Kirkwood Trust Company. Leading light of the establishment was Thomas P. Convey, a man described by Bill Ludgate as a "promoter of the bombastic type who literally wore his likes and dislikes on his coat sleeve."

Convey came from Chicago to promote the St. Louis Radio Show at the Coliseum. He had been invited to St. Louis by William Mackle, secretary of the St. Louis Radio Trade Association. Seeing possibilities in the city, Convey persuaded local firms to underwrite a new broadcasting station. He had approached the *St. Louis Post-Dispatch*, owner and operator of Station KSD, without success. In time, he acquired enough capital and began his operation.

He didn't forget the cold shoulder at the *Post-Dispatch*, however. Bill Ludgate, an engineer at KSD

at the time, tells of witnessing the opening of a floral box sent to the city desk of the newspaper by Convey on the day KMOX began broadcasting:

The box was more than three feet long, a foot wide, and half a foot deep. Inside the box was a large bouquet of vegetables tied with a ribbon made of toilet paper. There were onions, carrots, beets, spinach, celery, and lemons. Accompanying the box was an embossed card with the inscription, "Compliments of Thomas Patrick Convey, General Manager, Radio Station KMOX."

A little more than four months later, Convey's actions had precipitated a strike at the new station.

A day after the men walked out, Convey called Ludgate and in subdued tones said that he had thought matters over and, since the Board of Directors of KMOX was meeting that night, he suggested that the union put its demands in writing so that he could present them to the board.

Schading, Ludgate, and other leaders of Local No. 1's radio group put their demands on paper. They were simply this: Convey must restore Goodberlet and White to their jobs. The station must grant official recognition to the union.

These demands were delivered by special messenger to Convey at the Mayfair Hotel, who, upon reading

them, dropped them back into the envelope, placed his name and address on the outside, pasted on a postage stamp, and dropped the sealed envelope into a mail box, knowing that the envelope would not be delivered to him until the next morning.

The union had anticipated such a move. A duplicate copy of the demands were sent to a member of the board who was on good terms with Local No. 1. (Of the 15 corporations represented on the board, no less than 11 had union contracts.)

Meanwhile, Convey telephoned the Western Electric Company in New Jersey for the services of an engineer to help put the station back on the air. Tom McLean, KMOX chief engineer, met the WE man at the airport, assured him that there was nothing wrong with the equipment and urged him to leave it alone. The station remained off the air.

At the KMOX board meeting Convey was asked if he had received the union's demands.

"I've had no word whatsoever from the union," was his intense reply.

"That's strange," interjected a board member, "I have a copy of the demands that Mr. Arthur Schading, business agent for Local 1 of the IBEW, delivered to you by messenger only this afternoon."

Convey's methods were exposed, and the meeting adjourned on a sour note until the next afternoon, so that BA Schading could appear and present the union demands in person.

The strike was settled and on the union's terms. A new salary schedule was established, calling for \$45 a week for studio operators and \$55 a week for transmitter operators. The board of directors requested that a salary increase be held up temporarily to give the station owners time to increase their budget for 1926.

A short time later the KMOX board terminated its two-year contract with Convey, paying him in full. The deposed station manager went to Florida, but within the year he was back in St. Louis, where he made a down payment on another station, purchasing KFVE from the Benson interests. He obtained attic space in the Chase Hotel and went on the air with new call letters—KWK.

There he made his fortune . . . and with union operators all the way.

Nevertheless, he literally died fighting unions, Local 1 historians report. In the early 1930's his appendix burst at a contract meeting between St. Louis stations and the late H. P. Koenig, Local 1 business agent.

## • Local 1217—A Sequel

These were the days when St. Louis radio engineers were members of Local No. 1. Vernon L. Fish, Sr., of Local 1 is credited with urging Art Schading to sign up the first broadcasting engineers in the city. KMOX's facilities were under construction, and other

stations were being established. It was a time when radio was capturing the attention of the public as television enraptured the present generation in the early 1950's.

Among the members of the radio division of Local No. 1 during these early days were Erle E. White, KMOX control operator; R. L. Coe, KMOX studio control operator; Frank Stengel, assistant operator at KMOX's Kirkwood transmitter; Thomas R. McLean, KMOX chief engineer; William H. West, chief operator at Kirkwood; Ehmer Mueller, chief operator at Kirkwood; Charles Atchison; and Edward Goodberlet, KMOX studio control operator; "Doc" Dixon; Frank Castaine; Donald O'Neill and Arthur Thompson.

In the course of the preparation of this article, an interesting note was discovered. It seems that during a very tense negotiation for renewal of a city-wide radio agreement in 1930, a young and vigorous International Representative was called into St. Louis to present the union's case in a wage arbitration. His name?—Gordon M. Freeman. (Editor's Note: I'll get fired for this, but I still think it's interesting.)

Some years later, there were enough radio men to form a separate local union, and Local 1217 was born.

Today it is one of the largest and strongest broadcasting unions in the Brotherhood—a testimony to the work of those members of Local No. 1 who saw the new horizons of broadcasting and struck to uphold their justified demands.

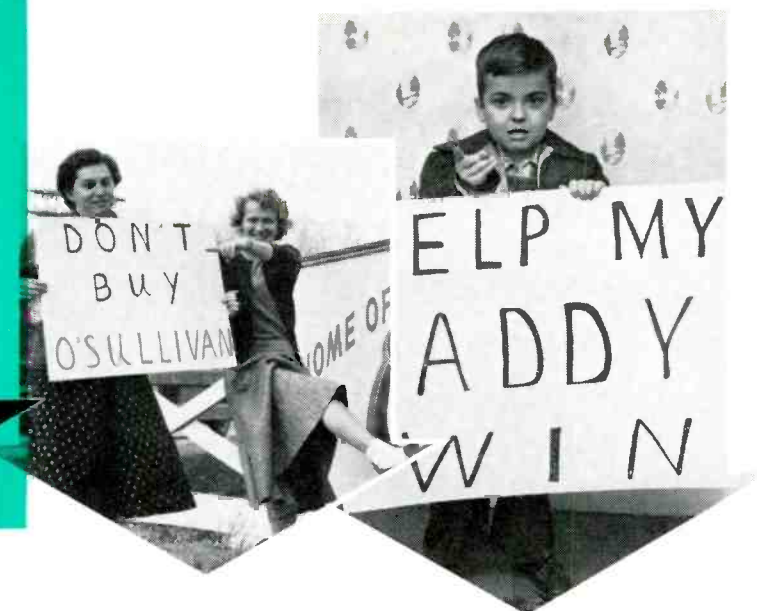
## • Other Early Local Unions

Some interest has lately been shown in the charter dates of some of the first "broadcasting-only" local unions. For the purposes of answering such questions, here is a list of early founding dates:

L. U. 253	Birmingham, Ala.	October 9, 1933
L. U. 662	Chattanooga, Tenn.	February 11, 1938
L. U. 715	Milwaukee, Wis.	July 10, 1937
L. U. 1139	New Orleans, La.	November 27, 1939
L. U. 1173	Harrisburg, Pa.	April 30, 1940
L. U. 1193	Atlanta, Ga.	August 5, 1940
L. U. 1212	New York, N. Y.	November 1, 1940
L. U. 1213	Champaign, Ill.	November 1, 1940
L. U. 1214	Bismarck, N. Dak.	November 22, 1940
L. U. 1215	Washington, D. C.	December 2, 1940
L. U. 1217	St. Louis, Mo.	December 18, 1940
L. U. 1218	Detroit, Mich.	December 20, 1940
L. U. 1219	Youngstown, O.	January 14, 1941*
L. U. 1220	Chicago, Ill.	January 21, 1941
L. U. 1221	Omaha, Nebr.	February 3, 1941
L. U. 1223	Portland, Me.	March 6, 1941
L. U. 1224	Cincinnati, O.	March 1, 1941
L. U. 1225	Indianapolis, Ind.	February 20, 1941
L. U. 1228	Boston, Mass.	March 18, 1941
L. U. 1229	Winston Salem, N.C.	April 4, 1941

\* Originally chartered in Pittsburgh, Pa.

WINCHESTER  
STRIKE IS ...



# PLANNED FUTILITY

By **BERNARD D. NOSSITER**,  
Staff Reporter, *Washington Post*

*Reprinted in full from the November 23 issue  
of the Washington Post. Used with permission.*

*A reporter for one of the  
nation's leading daily newspapers  
takes a long, hard look at an  
unusual, noteworthy boycott.*

**W**INCHESTER, Va.—In a shabby second-floor hall here the other night, some 45 women pledged allegiance to a limp flag, bowed their heads in the Lord's Prayer, sang "Solidarity Forever" and heard a representative of the United Rubber Workers tell them, "You're going to win."

This was the monthly meeting of the Ladies Auxiliary of Local 511, URW—a phantom local which is staging a demonstration in planned futility.

About 300 men and women are still carried on the local's rolls. They have been on strike against the O'Sullivan Rubber Corp. for 30 months. To organized labor, their plight points up the union-cracking provisions of the Taft-Hartley law and the obstacles facing organization in the South.

Winchester, a quiet town of 15,000 at the head of the Shenandoah Valley, is an unlikely site for an industrial conflict. It is the trading center for a large rural area and no hotbed of unionism.

Senator Harry F. Byrd (D-Va.) lives 12 miles away at Berryville. His huge apple orchards are located hereabouts, a visible symbol of baronial power.

Like their neighbors, the O'Sullivan strikers are stubborn ("The Pennsylvania Dutch, you know, settled this valley before the English," observes a town father) and slow to change their ways. Many worked at the plant 15, 20 years or more before they voted, 355-2, to walk out on May 13, 1956.

They were all fired and replaced more than two years ago; their union has been stripped of its right to bargain. Many townspeople scoff at them as dupes of "outside agitators."

Besides the law and the community, O'Sullivan's management was strengthened by a curious cast. It included Earl Bunting, former head of the National Association of Manufacturers, an O'Sullivan director and biggest preferred stock holder; board chairman J. C. Herbert Bryant, a stock broker and fertilizer manufacturer from Alexandria and biggest O'Sullivan common stock holder; a business agent for the Teamsters Union, and Byrd's political machine.

The URW international with help from other unions, is pouring in almost \$5,000 a week to keep the strikers' picket line going. Not a worker is starving, has lost a

house or even a car. In addition, the URW has spent about \$1 million to promote a national boycott of O'Sullivan heels, soles and plastic products.

Organized labor wants the picket line kept alive not only to get the workers their jobs and their union back but also to dramatize the charge that Taft-Hartley can be used by a determined employer to break a union. Lately, a second big legal issue has been added—the ability of a company to get rid of pickets after it has thrown them and their union out.

O'Sullivan officials won't talk about the strike. But their original appeals to the strikers implied that the workers were contented until "strangers" from URW's Akron headquarters came in.

It is true that without URW's leadership there would have been no walkout. But without long-smoldering grievances, including a low wage scale, the workers would not have followed their union. And they stayed out because they believe a return would have meant the end of an effective union, their only protection against an arbitrary management.

The company, big in Winchester but comparatively modest nationally, with yearly sales of around \$6.5 million, would have been a tough customer under any circumstances. It lost \$26,000 in 1955 and was in the red at the time of the negotiations in 1956.

O'Sullivan moved into the red brick factory complex on Route 11, just south of town, in 1932. There was no union. A balding striker, Arthur Smith, recalls having to walk four miles daily to O'Sullivan for perhaps one or two hours' work. Wages ran 10 to 17 cents an hour.

A local, directly affiliated with the AFL, was organized in 1941 and conditions improved some. Workers got at least a four-hour guarantee each time they were called in. Wages crept up. But Mary Kane, Local 511's secretary, says the old local's contracts were fractured with side agreements.

The 511 president, Marion M. (Bud) Miller, says that in 1955 the company adopted a new and harsher attitude in disputes over the contract's meaning. At this point, O'Sullivan hired a shrewd Frederick, Md., lawyer, John Fitzpatrick, to handle labor relations. Unsettled grievances, mostly over the application of O'Sullivan's piece work pay, "piled up that high," says Miller, holding his hands far apart.

With the merger of the AFL and CIO, the O'Sullivan local was taken into the United Rubber Workers. In the spring of 1956, the workers voted, 343-2 to have URW represent them. No company campaign was conducted against the URW, a fact which company sympathizers cite as proof that it had no plans to break the union.

But John House, URW's international representative who lived with the O'Sullivan strike for 19 months, insists that the company was just being slick. A new and strange organization, he says, was considered an

easier target in suspicious Winchester. (Says a leading citizen: "A newcomer here is assumed dishonest until he proves otherwise.")

O'Sullivan's contract ran out April 30, 1956, and negotiations got nowhere. The company was then paying an average \$1.41 an hour. The union figures this at 40 to 60 cents below scale in other organized heel and sole plants; an industry tabulation would show it lagging by about 30 cents, and it is about 42 cents below a computation derived from Labor Department figures.

Friends of the tight-lipped company say the proper comparison is with area pay—a basis the union rejects because O'Sullivan competes nationally. Even so, Virginia factory workers averaged 8 cents more in 1956; Winchester's American Brake Shoe Co. plant paid about 34 cents more, and a few strikers later found better paying trainee jobs at a nearby synthetics plant.

Talks before and after the strike began followed a bizarre pattern. The union first asked for a 15-cent raise, pensions, paid holidays and impartial arbitration of unresolved grievances. On the strike's eve, O'Sullivan's current president, Paul Terretta, offered a 3-cent raise. His proposal was so vague however, that the strikers still don't know whether he was talking about a one- or a two-year contract.

About 400, or nearly all, production workers walked out. O'Sullivan then withdrew earlier agreements on nonwage items such as arbitration. It came up with new and less attractive wage proposals such as a five-year contract with no increase in the first year and annual 2-cent raises thereafter.

It beat the drums for a back-to-work movement, offering vacation pay in advance to any who would desert. Three weeks after the walkout began, it threatened to fire the strikers and replace them permanently.

About 75 gave in. The company made good its threat and hired another 265 off nearby West Virginia farms and from as far away as the Carolinas. By July, it claimed to be back in full production.

Now, the company told union negotiators, strikers could come back only as jobs opened and only as new employees without seniority. It spurned an assistance offer from the Federal Mediation and Conciliation Service, saying, "We do not see how mediation can be of any service to the company."

The strikers didn't and couldn't try to halt the strike-breakers. State troopers patrolled the gates, keeping driveways clear.

"The law here is right severe on that," observes Local President Miller. "I called somebody a scab and a trooper rode by and said he'd have me locked up for three months."

Virginia's picketing law, repeatedly advertised to the strikers, makes it a misdemeanor to use "insulting

language," let alone to block access to work physically.

Since it was so easy to go back, why didn't more do so? Bertha Muse, 24 years a heel trimmer and making \$1.40 to \$1.45, spoke for many: "I wouldn't go in without a union or a contract. Before we had one, it was regular slavery. They could drive the heck out of you."

Through the summer of 1956, the union steadily dropped its demands down to a 5-cent increase. But it wouldn't give up what the company demanded, the jobs of the strikers. The union filed charges of refusal to bargain in good faith; it dropped them when the company agreed to pay strikers vacation money they had already earned.

In January, 1957, the URW called for a boycott of O'Sullivan products and sent organizers into repair shops and factories all over the country to win support.

The company now turned to Taft-Hartley, especially its famous Section 9 (c) (3). It asked the National Labor Relations Board to hold an election to see if the union represented a majority of its workers. And under 9 (c) (3), permanently replaced strikers can't vote.

The law says a representation question can't be raised for a year after a previous election. O'Sullivan waited 54-weeks after URW had been certified.

A few days after this petition, a strikebreaker requested the NLRB to decertify the union. This has the same effect as the employer request, but gives the petition more of a worker-initiated flavor.

In October, 1957, an NLRB election was held. The strikers stood by and watched as the strikebreakers voted 288-5 to have no union.

The picket line and the boycott continued. Last winter, O'Sullivan moved to get rid of them through another request to the NLRB. (A local businessman said, "Those pickets, they look bad to a new industrial prospect.")

Last month, the NLRB, relying on an earlier 4-1 ruling of its own which has been appealed to the courts, granted the company's request. The Labor Board reasons that the union tactics violate the rights of O'Sullivan's workers—that is, the "replacements"—by attempting to force on them a union they have voted down.

The board rejected the URW's contention that it is not trying to force the company to bargain with it; that it is merely advertising O'Sullivan's substandard wages and the harshness of Taft-Hartley and appealing to the replacements not to injure their fellows.

If the board ruling stands—and the union has appealed it to the Circuit Court—the URW says strikers can't get back jobs that are rightfully theirs; the union can't protect wage standards won elsewhere, and strikers have been denied constitutional rights to meet and protest injustice.



Alone with his thoughts is Arthur Smith, a loyal member of Rubber Workers Local 511, as he gazes at the O'Sullivan Rubber Corp. plant which he helped to build and which has now turned against him.

The board's interpretation won't be settled until it gets before the Supreme Court.

Meanwhile, the pickets continue to sit in two cars at each entrance to O'Sullivan, sharing four-hour around-the-clock shifts. They sit under signs like the one reading, "Don't Buy O'Sullivan Products/Heels Made by a Company/Without a Soul." Strike headquarters is in a trailer 200 yards away, with coffee for all hands.

To labor, this is the classic pattern for union-busting. It has hit the Textile Workers, the Rubber Workers and others. Its elements: stall negotiations for a year, replace the strikers and then have their union voted out by the replacements.

How hard is it to stall? A nonunion expert on Taft-Hartley says that an employer, guided by a sophisticated lawyer, can satisfy the "good faith" bargaining requirement and still stave off an agreement. At the worst, he can be ordered to bargain seriously and that's all. Meanwhile, he saves paying a bigger labor bill.

While President Terretta of the company won't answer questions, his friends insist that red ink, not union-busting, accounted for O'Sullivan's slim offers. But the losses, as far as can be determined, were due to a company decision to start costly production of a new line of plastics, now used chiefly for auto upholstery. And another factor was that O'Sullivan's then president was "a very extravagant operator."

So says Earl Bunting, the director and one-time NAM head. Bunting had reason to be dissatisfied. His 5051 shares of preferred stock (about one in seven of the total outstanding) weren't drawing their accus-

tomed \$1 apiece dividend. His 10,164 common shares haven't received a dividend since 1954.

Bryant, the Alexandria financier, must have been unhappy, too. He owns 48,475 shares of common, or about one in eight, and 2320 of the preferred.

The two teamed up to oust O'Sullivan's president three months after the strike began, installed Teretta to replace him and put Bryant in as chairman. Bunting says he played no part in O'Sullivan's labor strategy, but adds that the board had no quarrel with it before and after the strike.

Bunting is still \$1.25 behind on the dividends due on his preferred. The company went in the red again about \$23,000 in the first six months this year, probably because so much of its sales now depend on the recession-hit auto industry. Nevertheless, it paid off some of those back preferred dividends. To do so, it had to get special permission from its one bondholder, a Greensboro, N. C., insurance company.

Nobody will say what the O'Sullivan "replacements" are now earning. The grapevine has it that their \$1.41 has been raised 8 cents; organized heel and sole plants meanwhile have picked up an average of 16 cents. At Brake Shoe, the average is \$1.83½, and in all Virginia factories, \$1.60.

Some notion of how the O'Sullivan replacements are faring can be gleaned from the company's annual report. In 1957, it increased sales by \$95,000 and cut production costs \$284,000. Whether the savings were in raw materials, inventories or payroll, only the company knows.

Another point emerges from this. As the company leans more heavily on plastics sales to industry, the union boycott of consumer goods loses effectiveness. Industrial customers are not in the habit of supporting labor boycotts.

The strikers appear to be getting by with some belt-tightening but no deep distress. About 100 have found full-time jobs. Every Monday and Tuesday, another 160 file into the union's cinder block shack by the railroad track ("It was the only place in town that would rent to us," says Miller) for grocery checks.

Each gets \$12 for himself and \$2 for each dependent up to \$22. For George Driver, with his wife and seven children, that's stretching a check a long way, but the fund also takes care of everything from mortgage payments to medical bills. The Ladies Auxiliary collects and distributes clothing when it can get it and visits every home to keep up morale.

Many of the striking men and women have gotten seasonal work in the apple orchards or part-time work with contractors. But jobs are not overly abundant in this area and few of the strikers have the money to leave or even a wish to pull away from the place where they were born and raised.

They think employers in the area have silently agreed

to blacklist O'Sullivan strikers. At Brake Shoe, for example, only one man has been taken on. But a spokesman says the company is simply reluctant to hire anyone who might leave for an O'Sullivan job.

The apple picking season is over now. Many strikers will hunt and fish and worry vaguely about an uncertain future. Their spirits brighten when URW representative House and his wife Lena drop by for a visit. But the union's program of self-starting political and labor education classes never caught on.

There are plenty of unknown factors in this town which doesn't like strangers. One is the role of the kingpin teamster in the area, husky Wilbur N. (Bill) Swiggett. He is business agent for Local 539.

Most of O'Sullivan's goods move in and out by truck. Some union drivers refused to go through the picket line; others and nonunion drivers did. If all the Teamsters had refused to go through, the strikers would probably have been able to force O'Sullivan to a settlement.

Swiggett pledged cooperation with the strikers (they use his hall rent-free) but pleaded that he was legally blocked from all-out support. Labor attorneys, however, know of no law requiring deliveries to be made through a struck plant.

Swiggett smilingly turns away visitors with, "I don't know too much about it."

Another ambiguity is the role of Byrd's machine. One knowing resident, who himself tried to persuade strikers to go back, says the Frederick County and Winchester City courthouse cronies quietly passed the needed word for the company throughout the town. The needed word was, "Outside agitation's to blame."

Winchester appears unruffled by the strike. Said one businessman thoughtfully, "It had a good solidifying effect on labor around here."

Another explained that any new union coming in would have a hard time organizing and that workers weren't likely to strike in this region again for a long time.

Earlier this month, the AFL-CIO executive council decided to spotlight the O'Sullivan strike in a drive to repeal Section 9 (c) (3). Business will fight this, contending that replacements have rights, too. And without the section, the argument will go, small companies will be helpless against big unions.

The Kennedy-Ives reform bill, passed by the Senate, would have changed the law to permit strikers to vote in bargaining elections. That was one reason for the business opposition which helped sink it in the House.

The unions will remind President Eisenhower of a campaign speech he delivered just before his first election. He then told an AFL convention:

"I know how the law might be used to break unions. That must be changed. America wants no law licensing union-busting and neither do I."

# RECENT BOARD RULINGS



## NLRB Revises Its Contract-Bar Rules

### ● Major Revisions of Rules on Contracts as Bars to Elections

**W**ITHIN the past two months, the NLRB has indicated major revisions of its rules by its decisions in two cases which are in addition to the Contract-Bar Rules previously indicated in 1958.

Earlier in the year, the Board held that a union-security contract is not a bar to an election if the contract is illegal or has been found unlawful in an Unfair Practice proceeding. The Board emphasized that a contract will not be a bar if it contains a union-security arrangement which doesn't allow existing employees who are not members a 30-day grace period or if it contains a check-off clause which does not conform to Section 302 of the Labor Management Relations Act.

Contracts which have unlawful provisions are ineffective as election bars, even if they contain clauses which purport to correct the illegal provisions or defer their defectiveness. The Board takes the same position with respect to contracts which are ambiguous. (*Keystone Coat, Apron and Towel Supply Company and Teamsters (Independent)*, 121 NLRB No. 125.)

The Board has abandoned the "General Electric X-Ray Rule" under which an agreement executed after an intervening union made a claim to representation rights would not bar a vote if the union filed an election petition within 10 days. The rule has now been restated to the effect that the petition must be filed before the contract is signed unless the union has a substantial claim to representation.

The policy on premature petitions has also been changed. The petition of an intervening union which is filed more than 150 days prior to the termination date of a contract will be dismissed unless it can be shown that the contract is not a bar to an election for some reason other than its approaching termination date.

The Board has established a period of 60 days immediately preceding and including the expiration date of a

contract during which petition will not be accepted. This means a petition is timely only if it is filed more than 60 days but not more than 150 days before the termination date of the existing agreement. If the agreement has an automatic-renewal provision, notice of an intent to negotiate immediately preceding the renewal date will prevent renewal of the agreement for election-bar purposes. If late notice is given and the other party agrees to negotiate, the notice will be treated as a request for modification by mutual agreement and the contract will bar a vote unless the parties clearly terminate it. On the other hand, notice to modify or the actual modification of a contract during its term will not remove the contract as an election bar, except where the modification (presumed to be by mutual agreement) and automatic-renewal date are approximately the same. Then the notice will be treated as one to forestall automatic renewal unless certain specific conditions are met. (*Deluxe Metal Furniture Company and Sheet Metal Workers*, 121 NLRB No. 135.)

A contract cannot bar an election for more than two years and a contract of indefinite duration will not be a bar to an election at all. (*Pacific Coast Association, Pulp and Paper Manufacturers and Lithographers*, 121 NLRB No. 134.)

### ● Most Recent NLRB Cases Concluded Rule Changes

The latest rulings reaffirm a number of existing policies and establish some new principles. For example, a contract not signed by all parties before a representation petition is filed will not constitute a contract bar. Further, a contract signed by the parties after a petition has been filed by an outside union will not bar an election even if some or all of the provisions of the contract have been put into effect.

A contract bars an election only if it contains substan-

tial terms and conditions of employment deemed sufficient to stabilize the bargaining relationship. It will not constitute a bar if it is limited only to wages or to one or several provisions not deemed to be substantial. In addition, a contract for members only does not bar an

election. In order to serve as a bar, a contract must clearly encompass employees sought in the intervening petition and must embrace an appropriate bargaining unit. (*Appalachian Shale Products Company and Brick and Clay Workers*, 121 NLRB No. 149.)

## Board Reaffirms An Earlier Decision

- **Court of Appeals Disagreement Precipitates Rehearing And Reconsideration**

**I**N June of 1946, the National Labor Relations Board found that an employer had violated the Taft-Hartley Act by discharging an employee and that the union violated the Act by causing the discharge, after the employee had paid his initiation fee to the union. In September of 1957, the U. S. Court of Appeals for the Ninth Circuit denied enforcement of the Board's order and remanded the case to the Board. The Court held that a union may properly insist on a timely tender of initiation fees and that a belated tender will not prevent a valid discharge. However, the Court indicated that circumstances possibly existed which might preclude the employer and the union from relying on the belated tender as justification for the discharge. The case involved the Technicolor Motion Picture Corporation and Local 683, IATSE. (*Case Nos. 21-CA-2172 and 21-CB-698, Supplemental Decision, November 14, 1958, 122 NLRB No. 10.*)

The employee did not apply for membership in the union and tender his initiation fee within the 30-day period provided in the union-security agreement. As a result, the IATSE demanded that the employer discharge him. Upon learning this and in order to avert his discharge, the employee spoke to the union secretary-treasurer in the latter part of November 1954 about rejoining the union. It is clear that the employee, at this meeting, was seeking a way to avert his discharge. After

some intervening conversations, the employee mailed the union his membership application together with a check for the full amount of the initiation fee. The union cashed the check, kept the money but nevertheless persisted in its demand that Technicolor discharge the employee. In January 1955 the employee showed the personnel manager of the company the cancelled check showing the payment of his initiation fee. On February 10 another official of the company discharged the employee, and during the presence of the personnel manager.

The Board found that the IATSE waived its contractual right to demand the discharge. The Board said it is clear that the employee tendered his initiation fee and applied for membership solely because of the union-security provisions of the contract under which he worked. Therefore, the Board said when the union accepted his initiation fee, though belatedly, and retained it with no apparent intention of returning it, the union must be deemed to have accepted the initiation fee with the implicit condition that it would not demand the discharge.

The Board concluded that, "In these circumstances that the Respondent waived its right to demand Balthrop's discharge for not timely complying with the terms of its union-security agreement. We further find that, as the Respondent Technicolor had knowledge of these facts, it, too, was precluded from relying upon contract to justify its discharge." The Board thus affirms its original order in the case.

## Union Must Be in T-H Compliance

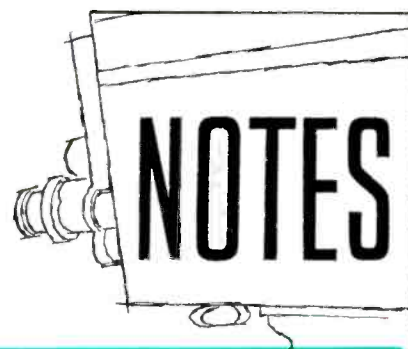
- **Entirely New Rule Issues; Unprecedented Principle Indicated by NLRB**

Exercise of a union-security agreement was recently declared invalid by the Board because it was entered into with a union not in compliance with the statutory filing requirements of the Taft-Hartley Law thereby setting forth a new rule to the effect that even though a union-security contract may be valid on its face, it be-

comes illegal for the union and the employer to execute it if the union is not in compliance with the Taft-Hartley Act filing requirements. (*Philadelphia Woodwork Co. and Carpenters*, 121 NLRB No. 201.)

The Brown-Olds reimbursement remedy was not applied in this instance even though the NLRB General Counsel pressed for application of the reimbursement penalty. The Board indicates Brown-Olds will be reserved for "bald closed-shop" conditions.

# Technical



## 'Magazine-Loading' Tape Unit

Production of the RCA Victor "Magazine-loading" stereo tape player-recorder—described as the "simplest operating tape unit ever marketed"—will be started on December 1, and initial quantities rushed to dealers in time for Christmas sales, it was announced today by R. W. Saxon, Vice President and General Manager, RCA Victor Radio and "Victrola" Division.

"It is anticipated that a sizeable number of these recorder-players will be in dealers' stores throughout the nation by the middle of December," Mr. Saxon said.

The unit going into production—first of a planned complete line—is a three-speaker portable recorder-player utilizing the recently developed RCA tape cartridge design. The instrument (SCP2) features a semi-automatic tape mechanism that will record and play back either two hours monaurally or one hour stereophonically. The new tape cartridge is available in a charcoal-and-white simulated leather case.

The nationally advertised price of the Model SCP2 will be announced December 1, Mr. Saxon said.

It has two electrical input and output jacks for feeding console models of the RCA Victor Stereo-Orthophonic High Fidelity line or public address systems, or for recording electrically from stereo phonographs or from stereo broadcasts.

Addition of the RCA Victor auxiliary speaker units SHS13, nationally advertised at \$9.95 or the SHS12, nationally advertised at \$19.95, completes the stereophonic sound system.

The new unit, which will supplement the current line of RCA Victor reel-type recorder-players, features five watts of undistorted output for single track recordings and ten watts for stereo.

Other features include:

- A dual tone control designed to give complete tonal frequency control.

- A volume control to provide proper balanced loudness at any volume setting.

- Two transistorized pre-amplifiers for low noise operation.

- Complete electrical record interlocking to prevent accidental erasure.

- A frequency response ranging from 70 to 15,000 cycles per second.

- A shock-mounted transport deck for completely quiet operation.

- A storage compartment provides room for a second microphone (optional) and up to six cartridges for a total of twelve hours of playing time.

## Portable TV Transformers

Zenith Radio Corporation this month, announced the addition of a power transformer to each of the company's new portable television receivers for 1959.

The power transformer is the same basic, "fin-cooled" type which Zenith developed for TV receivers and incorporated in all the company's current 21- and 24-inch table models, consoles, and combinations. The entire line of Zenith's TV receivers now uses the power transformer.

Because of its multiple fin construction and the way it is mounted on the TV chassis, Zenith's power transformer "solves its own heat dissipating problem." It acts as a pump, Zenith explained, pulling cool air in from a vent located on the under side of the chassis. The cool air rises through the vertical chimney-like fins, cools the transformer, then escapes at the top of the cabinet back.

## Videotaped Football

Videotape invaded a visual-aid bailiwick last month, when WCCO-TV, Minneapolis, covered a Minnesota vs. Iowa football game with videotape and played parts of it back for the U. of Minnesota coach at half time and then played back whole affair later for the Minnesota squad.

Closed-circuit cameras and a monitor were set up on the sidelines for Gophers Assistant Coach Dick Larson to watch the game. During the half Coach Murray Warmath and staff studied first-half plays on locker room monitors.

# Station

# Breaks

## Central Purchased

Zenith Radio Corporation has purchased the entire capital stock of Central Electronics, Incorporated, 1247 W. Belmont, Chicago.

Central Electronics has been in business since 1950, Zenith President Hugh Robertson stated. The company produces high quality single sideband equipment for radio amateurs, and other electronic products.

Robertson stated that single sideband has great potential value in the fields of military and general communications. "By making it possible to have at least twice as many communication channels in the same spectrum space as conventional AM," he said, "it can help relieve the congestion of the airwaves that has resulted from the expanded use of radio by aviation, the military, marine interests, taxicab companies, police, etc."

Robertson said that Central Electronics will operate as a wholly owned Zenith subsidiary. Wesley R. Schum, founder of Central and known as a pioneer in single sideband transmission, will continue with the company as vice president. Joseph B. Batchelor, head of Central's research, will continue with the company.

## NAM Protection

The NAM once again is planning to "protect" working people. Its plans were laid out by Milton C. Lightner, president of the Manufacturers, in a statement issued in Minneapolis last month.

The NAM boss said that his employers' union will seek "labor law reform" which is not "punitive in nature" but which rather would prevent future "misdeeds" by labor leaders.

Examined, the NAM's "non-punitive" program would:

- Outlaw the union shop and all other forms of union security;
- End all picketing for organizational purposes;
- Return labor-management relations to the jurisdiction of the states;
- Limit bargaining to the local level by ending what it terms the domination "of national and international unions" through application to labor of antitrust laws;
- Drive unions out of political activity.

The NAM—which is all too willing to "reform" labor

—has yet to issue a single statement condemning malpractice by management in the field of labor-management relations or any other area. It has never attempted to implement the largely meaningless ethical practices code it adopted with great fanfare some time back.

The Manufacturers Association, of course, is still for unions—without economic strength, members, funds or political impact.

## WCCO-TV Acquires Theater

Radio City Theatre in Minneapolis, a 4,200-seat facility, largest in the Northwest, has been purchased by WCCO-TV, an enterprising station employing members of IBEW Local No. 292. Part of the main lobby will be converted into radio facilities and TV storage, under tentative plans, with the rest of the structure to be demolished for a parking lot.

## EWBA Members Take Note

The By-Laws of the Electrical Workers' Benefit Association have been amended to change the schedule of benefits in By-Law VI, so as to provide that

"In the event of the death of a member from any cause whatsoever after six months of continuous membership in good standing, there shall be due and payable to his beneficiary the sum of \$1,000."

By-Law VI further provides that no benefit shall be due or payable on account of the death of a member during the first six months of membership; but in the case of the death of a member during the first six months of membership all monthly dues which have been paid by him to the Association shall be returned to his beneficiary.

This Amendment was adopted by the Supreme Lodge, effective October 23, 1958 in accordance with the recommendations of the Ninth General Convention of the Electrical Workers' Benefit Association on October 2, 1958.

*Attend your local union meetings regularly. Be an active member.*

**Technician-Engineer**