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INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS — AFL-CIO

LANDMARKS OF LABOR No. 23

EUGENE V. DEBS—ORGANIZER AND CRUSADER 1855-1926

Out of the troubled Pullman strike of 1894 there emerged — just 63 years ago this month — two developments destined to leave their marks on American labor: the advent of Eugene V. Debs as a militant crusader for the working man and the adoption by the Federal Government of the use of the injunction as a weapon against unions.

In the depression of 1893 the Pullman Company laid off more than half of its 5,800 workers and cut wages from 25 to 40 per cent — but continued to pay dividends. The American Railway Union, founded and led by Eugene V. Debs, sought arbitration, but failed and was compelled to strike. The union had risen to 150,000 members and it made its economic strength felt.

Management invoked assistance even to the extremity of court injunction, despite vigorous objections of the liberal Illinois governor, John Peter Altgeld. The injunction prevailed and Debs was jailed for six months for contempt, but he became a martyr. He emerged as a leader of great stature and he dedicated his life to the workers. He ran for President of the United States five times as a Socialist. Although he failed, even his economic and political enemies grew to respect his life and his sense of dedicated service.

Gene Debs is identified — as a victim — with the coming of "government by injunction," the introduction of which was a dark chapter in labor's history and more than 60 years later organized labor must still fight against this weapon.

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The INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
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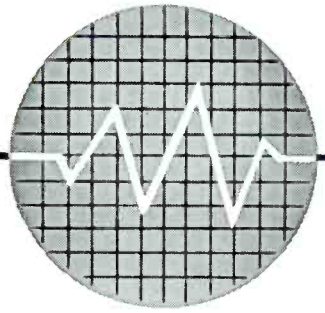

TECHNICIAN ENGINEER

VOL. 10 NO. 4
ALBERT O. HARDY, Editor

in this issue

the cover

The AFL-CIO has launched a new taped radio series entitled "Labor News Conference," beginning April 30 over the Mutual Network, in which labor leaders answer questions asked by leading newsmen. The first in the series features AFL-CIO President George Meany being interviewed (as shown on our April cover) by Joe Gambetese of Nation's Business *and Al Adams of McGraw-Hill Publishing Company. The man in foreground with his back to the camera is Harry Flannery, AFL-CIO producer and moderator.*

index

For the benefit of local unions needing such information in negotiations and planning, here are the latest figures for the cost-of-living index, compared with 1960 figures: February, 1960 — 126.0; February, 1961 — 127.5.

COMMENTARY

"The challenge of responsible collective bargaining, the need for industrial peace and for sound wage and price policies, the quest for higher standards of living and increased productivity, the question of the American competitive position abroad and the effects of technological advance, all of these require the invoking of that sense of common purpose which has strengthened our nation in time of emergency."
—*President John F. Kennedy.*

Compared to the records of past Congresses, the opening months of the first session of the 87th Congress produced more activity—if not actual legislation—than most.

It passed a temporary unemployment compensation measure and moved toward final passage of aid to depressed areas bill. Hearings on other important measures have been completed and bills are nearing the floor stage.

Now that it has returned from its Easter vacation, Congress will face showdown votes on many of the key items in the Kennedy program to combat the recession and stimulate long-term economic growth. The legislative outcome will depend in great degree on whether the President has made a deep enough impact in presenting his program to stimulate voters into demanding congressional action.

The results of the next 90 days will depend in great part on how loudly and strongly the voters speak up in the letters from back home, and on how well they have presented their case for action to the vacationing legislators.

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Supreme Court Reverses And Rebukes Labor Board

Final Disposition of Four Cases; Brown-Olds Ruling Upset, Mountain Pacific Doctrine Reversed

ON April 17, 1961, the Supreme Court of the United States reversed decisions and orders of the National Labor Relations Board in four very significant cases. In the first, the Court found that action of the Board was punitive rather than remedial and that the Board had therefore exceeded its authority. In the second case, the Court said the Board has no power to compel provisions in an agreement and that it cannot order reimbursement of dues and fees where there is no evidence that the individual's membership was induced or retained in violation of the Labor-Management Relations Act. The third decision was that an agreement which gave foremen authority to hire was not "on its face" unlawful and that the inclusion of the General Laws of the union was clearly stated in the agreement to except any which were in conflict with any federal or state law. The fourth decision of the day dealt with charges of a refusal to bargain which were lodged when a union struck over a contract clause which would incorporate all of the union's "general laws" (as in the third case); the Court said the strike was not an unlawful refusal. In a second part of the latter case, however, the Court divided equally (and therefore affirmed the judgment of the appeals court) on the issue that the union violated Section 8(a)(5) of the LMRA in striking for an agreement provision which would have required foremen to be or become members of the union.

Excerpts of interest from the cases are as follows:

Local 60, United Brotherhood of Carpenters and Joiners of America, AFL-CIO, et al., v. N.R.L.B., No. 68, April 17, 1961

Mr. Justice Douglas delivered the opinion of the Court.

Petitioner, United Brotherhood, entered into a contract with Mechanical Handling Systems, Inc. (which we will call the Company), whereby the Company agreed to work the hours, pay the wages, abide by the rules and regulations of the union applicable to the locality where the work is done, and employ members of the union.

The Company, undertaking work at Indianapolis, agreed to hire workers on referral from a local union, one of the petitioners in this case. Two applicants from another local union were denied employment by the Company because they could not get referral from petitioner local union.

The Board found that petitioners had violated Sec. 8(b)(1)(A) and Sec. 8(b)(2) of the National Labor Relations Act, as amended by the Taft-Hartley Act, as amended, in maintaining and enforcing an agreement which established closed shop preferential hiring conditions and in causing the Company to refuse to hire the two applicants. 122 N.L.R.B. 396.

After granting other relief the Board said:

> "As we find that dues, non-membership dues, assessments, and work permit fees, were collected under the illegal contract as the price employes paid in order to obtain or retain their jobs, we do not believe it would effectuate the policies of the Act to permit the retention of the payments which have been unlawfully exacted from the employes."

It added that the remedial provisions "are appropriate and necessary to expunge the coercive effect" of petitioners' unfair labor practices.

* * * * *

The provision for refund in this case is the product of a rule announced by the Board in the Brown-Olds case, 115 N.L.R.B. 594, which involved the use of a closed-shop agreement despite the ban in the Taft-Hartley Act. In that case a panel of three members of the five-member Board found a violation of the closed-shop provision of the Act. Two of the three agreed to an order of reimbursement to all employes for any assessments collected by the union within the period starting six months prior to the date of the filing of the charge. One member, Ivar H. Peterson, dissented, saying that the reimbursement was inappropriate since there was an absence of "specific evidence of coercion and evidence that payments were required as a condition of employment." Later that remedy was extended to hiring arrangements, which though not operating in connection with a closed shop, were felt by the Board to have a coercive influence on applicants for work to join the union. Los Angeles-Seattle Motor Express, Inc., 121 N.L.R.B. 1629.

In neither of those cases nor in the present case was there any evidence that the union membership, fees, or dues were coerced. The Board as well as the Court of Appeals held that fact to be immaterial. Both said that the case was governed by Virginia Electric Co. v. Labor Board, 319 U.S. 533, and the Court of Appeals added that coercion was to be inferred as "there was present an implicit threat of loss of job if those fees were not paid." 273 F. 2d, at 703. The Board argues, in support of that position, that reimbursement of dues where hiring arrangements have been abused is protective of rights vindicated by the Act and authorized by Sec. 10(c).

We do not think this case is governed by Virginia Electric Co. v. Labor Board, supra. That case involved a company union whose very existence was unlawful. There were, indeed, findings

that the union "was not the result of the employes' free choice" (319 U.S., at 537) and that the employes had to remain members of the union to retain their jobs. Return of dues was one of the means for disestablishing an unlawful union.

The unions in the present case were not unlawfully created. On the record before us they have engaged in prohibited activity. But there is no evidence that any of them coerced a single employe to join the union ranks or to remain as members. All of the employes affected by the present order where union members when employed on the job in question. So far as we know they may have been members for years on end. No evidence was offered to show that even a single person joined the union with the view of obtaining work on this project. Nor was there any evidence that any who had voluntarily joined was kept from resigning for fear of retaliatory measures against him. This case is therefore quite different from Radio Officers v. Labor Board, 347 U.S. 17, where, discrimination having been shown, the inferences to be drawn were left largely to the Board.

The Board has broad discretion to adapt its remedies to the needs of particular situations so that "the victims of discrimination" may be treated fairly. But the power of the Board "to command affirmative action is remedial, not punitive, and is to be exercised in aid of the Board's authority to restrain violations and as a means of removing or avoiding the consequences of violation where those consequences are of a kind to thwart the purposes of the Act." (Consolidated Edison Co. v. Labor Board, 305 U.S. 197, 236). Where no membership in the union was shown to be influenced or compelled by reason of any unfair practice, no "consequences of violation" are removed by the order compelling the union to return all dues and fees collected from the members; and no "dissipation" of the effects of the prohibited action is achieved. Labor Board v. Mine Workers, supra, 463. The order in those circumstances becomes punitive and beyond the power of the Board. As Judge Pope said in Morrison-Knudsen Co. v. Labor Board, 276 F.2d 63, 76, "reimbursing a lot of old-time union men" by refunding their dues is not a remedial measure in the competence of the Board to impose, unless there is support in the evidence that their membership was induced, obtained, or retained in violation of the Act. It would be difficult, even with hostile eyes, to read the history of trade unionism except in terms of voluntary associations formed to meet pressing needs in a complex society.

Reversed.

Local 357, International Brotherhood of Teamsters v. NLRB, No. 64 and 85, April 17, 1961

Mr. Justice Douglas delivered the opinion of the Court.

Petitioner union (along with the International Brotherhood of Teamsters and a number of other affiliated local unions) executed a three-year collective bargaining agreement with California Trucking Associations which represented a group of motor truck operators in California. The provisions of the contract relating to hiring of casual or temporary employes were as follows:

"Casual employes shall, wherever the Union maintains a dispatching service, be employed only on a seniority basis in the Industry whenever such senior employes are available. An available list with seniority status will be kept by the Unions, and employes requested will be dispatched upon call to any employer who is a party to this Agreement. Seniority rating of such employes shall begin with a minimum of three months' service in the industry, *irrespective of whether such employe is or is not a member of the Union.*

"Discharging of any employe by any employer shall be grounds for removal of any employe from seniority status. No casual employe shall be employed by any employer who is a party to this Agreement in violation of seniority status if such employes are available and if the dispatching service for such employes is available. The employer shall first call the Union or the dispatching hall designated by the Union for such help. In the event the employer is notified that such help is not available, or in the event the employes called for do not appear for work at the time designated by the employer, the employer may hire from any other available source." (Emphasis added.)

Accordingly the union maintained a hiring hall for casual employes. One Slater was a member of the union and had customarily used the hiring hall. But in August 1955 he obtained casual employment with an employer who was party to the hiring-hall agreement without being dispatched by the union. He worked until sometime in November of that year, when he was discharged by the employer on complaint of the union that he had not been referred through the hiring-hall arrangement.

Slater made charges against the union and the employer. Though, as plain from the terms of the contract, there was an express provision that employes would not be discriminated against because they were or were not union members, the Board found that the hiring-hall provision was unlawful *per se* and that the discharge of Slater on the union's request constituted a violation by the employer of Sec. 8(a) (1) and Sec. 8(a) (3) and a violation by the union of Sec. 8(b) (2) and Sec. 8(b) (1) (A) of the National Labor Relations Act, as amended. The Board ordered, *inter alia*, that the company and the union cease giving any effect to the hiring-hall agreement; that they jointly and severally reimburse Slater for any loss sustained by him as a result of his discharge; and that they jointly and severally reimburse all casual employes for fees and dues paid by them to the union beginning six months prior to the date of the filing of the charge. 121 N.L.R.B. 1629.

The union petitioned the Court of Appeals for review of the Board's action, and the Board made a cross-application for enforcement. That court set aside the portion of the order requiring a general reimbursement of dues and fees. By a divided vote it upheld the Board in ruling that the hiring-hall agreement was illegal *per se*. 275 F.2d 646. Those rulings are here on certiorari, 363 U.S. 837, one on the petition of the union, the other on petition of the Board.

Our decision in Carpenters Local 60 v. Labor Board, decided this day, is dispositive of the petition of the Board that asks us to direct enforcement of the order of reimbursement. The judgment of the Court of Appeals on that phase of the matter is affirmed.

The other aspect of the case goes back to the Board's ruling in Mountain Pacific Chapter, 119 N.L.R.B. 883. That decision, rendered in 1958, departed from earlier rulings and held, Abe Murdock dissenting, that the hiring-hall agreement, despite the inclusion of a nondiscrimination clause, was illegal, *per se*:

"Here the very grant of work at all depends solely upon union sponsorship, and it is reasonable to infer that the arrangement displays and enhances the Union's power and control over the employment status. Here all that appears is unilateral union determination and subservient employer action with no aboveboard explanation as to the reason for it, and it is reasonable to infer that the Union will be guided in its concession by an eye towards winning compliance with a membership obligation or union fealty in some other respect. The Employers here have surrendered all hiring authority to the Union and have given advance notice via the established hiring hall to the world at large that the Union is arbitrary master and is contractually guaranteed to remain so. From the final authority over hiring vested in the Respondent Union by the three AGC chapters, the inference of the encouragement of union membership is inescapable."

The Board went on to say that a hiring-hall arrangement to be lawful must contain protective provisions.

* * * * *

Congress has not outlawed the hiring hall, though it has outlawed the closed shop except within the limits prescribed in the provisos to Sec. 8(a) (3). Senator Taft made clear his views that hiring halls are useful, that they are not illegal *per se*, and that unions should be able to operate them so long as they are not used to create a closed shop.

* * * * *

There being no express ban of hiring halls in any provisions of the Act, those who add one, whether it be the Board or the courts, engage in a legislative act. The Act deals with discrimination either by the employers or unions that encourages or discourages union membership.

It is the "true purpose" or "real motive" in hiring or firing that constitutes the test. Some conduct may by its very nature contain the implications of the required intent; the natural forseeable consequences of certain action may warrant the inference. Republic Aviation Corp. v. Labor Board, 324 U.S. 793. The existence of discrimination may at times be inferred by the Board, for "it is permissible to draw on experience in factual inquiries." Radio Officers v. Labor Board, supra, 49.

* * * * *

But surely discrimination cannot be inferred from the face of the instrument when the instrument specifically provides that there will be no discrimination against "casual employes" because of the presence or absence of union membership. The only complaint in the case was by Slater, a union member, who sought to circumvent the hiring-hall agreement. When an employer and the union enforce the agreement against union members, we cannot say without more that either indulges in the kind of discrimination to which the Act is addressed.

* * * * *

Nothing is inferrable from the present hiring-hall provision except that employer and union alike sought to route "casual employes" through the union hiring hall and required a union member who circumvented it to adhere to it.

* * * * *

The hiring hall, under the law as it stands, is a matter of negotiation between the parties. The Board has no power to compel directly or indirectly that the hiring hall be included or excluded in collective agreements. (Cf. Labor Board v. American Ins. Co., 343 U. S. 395, 404). Its power, so far as here revelant, is restricted to the elimination of discrimination. Since the present agreement contains such a prohibition, the Board is confined to determine whether discrimination has in fact been practiced. If hiring halls are to be subjected to regulation that is less selective and more pervasive, Congress not the Board, is the agency to do it.

Reversed.

N.L.R.B. v. News Syndicate Company, Inc., et al., No. 339, April 17, 1961

Mr. Justice Douglas delivered the opinion of the Court.

Respondent union, affiliated with the International Typographical Union, entered into collective bargaining agreements with various publishers including respondent News Syndicate (and Dow Jones & Co.) which contained a provision that "the General Laws of the International Typographical Union * * * not in conflict with this contract or with federal or state law shall govern relations between the parties on conditions not specifically enumerated herein." The contract limited mail-room employment to "journeymen and apprentices." The contract also provided the mail-room superintendents, foremen, and assistant foremen must be members of the union and that the foremen would do the hiring. The General Laws of ITU provided that "foremen or journeymen" should be "active members" of the union, that only union members should operate, maintain, and service any mailing machinery or equipment, that no person should be eligible as a "learner" who is not a union member.

* * * * *

The foreman at one plant was a union member and the Board found that he discriminated in favor of union men against a nonunion employe named Julius Arrigale. It also found that the foreman at another plant was a union member and discriminated in favor of union men and against a nonunion employe.

* * * * *

The order of the Board contained various provisions including a direction that all employes in the mail-rooms be reimbursed for dues and assessments paid the union for a period beginning six months before the service of the charges against it; and this duty was made, so far as concerns the news mail-room, a joint and several liability of the union and News Syndicate. 122 N.L.R.B. 818.

The Board petitioned the Court of Appeals for enforcement of the order. That court held that the finding of discrimination against Randall was in part supported by the record; and it refused enforcement of the Board's order, allowing the Board if it wished, to enter an order directed only to that instance of discrimination the Court of Appeals found the record to show. The case is here on petition for a writ of certiorari which we granted along with No. 340 International Typographical Union v. Labor Board, because of the conflict between them, 364 U. S. 877, 878.

What we have this day decided in Carpenters Local 60 v. Labor Board, is dispositive of the provisions in the Board's order requiring respondents to reimburse union members for dues and assessments.

We also believe the Court of Appeals was right in concluding that the contract on its face is not unlawful even though the foremen—who are union members—do the hiring. In the first place, the contract does not require journeymen and apprentices to be union members. In the second place, the provisions of the contract which we have set forth make the foremen "*solely* the employer's agents," as the Court of Appeals concluded. Finally, as we said in Teamsters Local 337 v. Labor Board, decided this day, we will not assume that unions and employers will violate the federal law, favoring discrimination in favor of union members against the clear command of this Act of Congress. As stated by the Court of Appeals, "In the absence of provisions calling explicitly for illegal conduct, the contract cannot be held illegal because it failed affirmatively to disclaim all illegal objectives." 279 F.2d, at 330.

We also agree with the Court of Appeals that the General Laws provisions of the contract is not *per se* unlawful. For it has in it the condition that only those General Laws of the union are incorporated which are "not in conflict with this contract or with federal state law." Any rule or regulation of the union which permitted or required discrimination in favor of union employes would, therefore, be excluded from incorporation in the contract since it would be at war with the Act.

* * * * *

Whether in practice respondents maintained and enforced closed-shop and preferential hiring conditions raises a distinct question.

The Board's case comes down to the method by which those in the mail room became journeymen. One could either take an apprentice training program or pass a competency examination. Apprentices were hired by the foremen; but the Court of Appeals found that there were no discriminatory practices in the actual hiring of apprentices. If a person followed the examination route, the contract provided for it to be given "by impartial examiners qualified to judge journeyman competence selected by the parties hereto." The examiners were union officals and the mailroom foremen.

* * * * *

The foreman testified he took "outside cardmen" because he could be sure of their competency, because they would have taken the journeyman test or served as apprentices. There was no evidence that membership in the union was a condition for the journeyman test, save that all journeymen in fact did become union men.

Respondent, therefore, contended that to accord priority in the hire of extras to men who work regularly for the employer (and who also have the journeyman status) is a hiring system based on competency and legitimate employe qualifications. The Court of Appeals concluded:

"We find * * * a dearth of evidence either that a Union journeyman has ever been hired in preference (let alone, an unlawful preference) to a nonunion journeyman, or that the qualifying standards for taking a competency examination are discriminatory.

* * * * *

"We conclude that the record does not warrant a finding that the hiring system in general, or the competency system in particular, by its discrimination against nonunion applicants, encouraged Union membership." 279 F.2d at pp. 333-334.

* * * * *

The Board drew contrary inferences. But it does not now seriously challenge the foregoing finding of the Court of Appeals. Rather, its main reliance is on the long history of ITU's use of the closed shop, the fact that foremen were union members, and the obscurity of the "not in conflict" clause of the

agreement. We think the reversal of the Board on the facts by the Court of Appeals was within the scope of review entrusted to it. (See Universal Camera Corp. v. Labor Board, 340 U. S. 474, 490-491.)

Affirmed.

International Typographical Union, AFL-CIO, Haverhill Typographical Union No. 38, et al., v N.L.R.B., No. 340, April 17, 1961

Mr. Justice Douglas delivered the opinion of the Court.

This case involves a controversy that started in 1956 between petitioner Local 165 and the Worcester Telegram and between petitioner Local 38 and Haverhill Gazette. The two unions insisted that the collective bargaining agreements that were being negotiated contain clauses or provisions to which each employer objected. The controversy as it reaches here is reduced to two clauses: *first*, that the hiring for the composing be in the hands of the foreman; that he must be a member of the union; but that the union "shall not discipline the foreman for carrying out written instructions of the publisher or his representative authorized by this Agreement"; and *second* that the General Laws of the International Typographical Union shall govern the relations between the parties if they are "not in conflict with state or federal law." The unions' demand that these clauses be included in the agreement led to a deadlock in the negotiations which in turn resulted in a strike.

The employers filed charges with the Board, complaints were issued, the cases consolidated, and hearings held. The Board concluded that the demands for the two clauses and the strikes supporting them were violations of the Act. It found that a demand for a contract that included those clauses was a refusal to bargain collectively within the meaning of Sec. 8 (b) (3) of the National Labor Relations Act, as amended. It found that striking to force acceptance of those clauses was an attempt to make the employers discriminate in favor of union members contrary to the command of Sec. 8 (b) (2) of the Act. It also found that striking for the "foreman clause" was restraining and coercing the employers in the selection of their representatives for the adjustment of grievances in violation of Sec. 8(b) (1) (B) of the Act. 123 N.L.R.B. 806. The Court of Appeals enforced the Board's order apart from features not material here. 278 F. 2d 6.

What we have said in Labor Board v. News Syndicate Co., decided this day, is dispositive of the clause which incorporates the General Laws of the parent union "not in conflict with state or federal law." On that phase of the case the judgment below must be reversed.

Mr. Justice Clark and Mr. Justice Whittaker dissent, substantially for the reasons stated by the Court of Appeals, 278 F.2d 6.

We turn then to the controversy over the foreman clause. As to whether the strike to obtain the foreman clause was permissible, the Court is equally divided.

Accordingly the judgment on that phase of the controversy is affirmed.

Reserved in part and affirmed in part.

In the *Carpenters'* case, Mr. Justice Frankfurter took no part in its consideration and did not, therefore, participate in the decision. Mr. Justice Whittaker dissented, at length. (Score—7:1). In the *Teamsters'* hiring-hall case, Mr. Frankfurter did not participate, Mr. Whittaker dissented and Mr. Clark dissented in part. (Score—6:2). The *News Syndicate* (I.T.U.) case found Mr. Justice Whittaker again dissenting on the basis of his opinions in the *Carpenters'* case, Mr. Justice Clark dissenting in part and Mr. Justice Frankfurter taking no part in the case. (Score—6:2). The *International Typographical Union* refusal to bargain case resulted in dissents by Mr. Justice Clark and Mr. Justice Whittaker and the nonparticipation of Mr. Justice Frankfurter. (Score—6:2). With respect to the strike to obtain "the foremen clause," the Court (as it said) was equally divided (Score—4:4).

* * * * *

* [*Ed. Note: We trust the dignity of the Court is not transgressed by our editorial "Scoreboard" and that our digests of its decisions will not be deemed to be disrespectful of the Court's usual erudite and detailed treatment of the cases and its conclusions.*]

Old 'Front' in New Guise Linked to Birch Society

Further significant developments came recently in the controversy over the extreme rightwing John Birch Society and its authoritarian leader, Robert Welch, who has called even President Eisenhower an "agent of the Communist conspiracy."

As reported previously, many top backers of the Birch Society are big industralists and others known for their bitter hostility to organized labor. More light on this part of the Birch picture was provided last week by Norman Thomas, long a leader of the Socialist Party and for six times its candidate for President.

Thomas issued a report telling how some high military officers are spreading in the armed forces a so-called "National Education Program," which includes a film strip entitled "Communism on the Map." Thomas listed a number of Army, Navy, Air Force and Marine establishments at which this movie film had been shown to military audiences.

He said it pictures the communists as having practically taken over the United States and all its allied countries, and asserts that even Ireland "is deep in socialism and has strong communist cells."

The film strip, Thomas said, was prepared by one of the Birch Society's "front organizations"—a "tax-free foundation" at Searcy, Ark., headed by Dr. George S. Benson, president of Harding College.

Benson and his foundation are old hands at preparing ammunition for extreme right wingers and foes of organized labor. That is recalled by a report *Labor* published back in November, 1950. In part, it said:

"Don't be surprised if there's a lesson in economics for you next time you view a cartoon strip at your neighborhood movie. Instead of Donald Duck, you may see such characters as 'Dr. Ism' or 'Dr. Hoot.'

"These cartoons stem from the joint efforts of the Alfred P. Sloan Foundation, little Harding College, and John Sutherland Productions, Inc., movie makers specializing in 'educational' films."

A scene from the prize-winning National Educational television program, "Appalachian Spring," featuring the world-famous Martha Graham. The film of Miss Graham's ballet set to Aaron Copland's music is a folk tale set in the Appalachian wilderness of Pennsylvania during the pioneer period of American history. Its characters are a young pioneer and his bride, a pioneer woman, a wandering preacher and his small band of followers. The dance tells, in lyric terms of the young couple's wedding day, the building of their house, their celebration, the preacher's dire sermon and the pioneer woman's gentle blessing; the day ends as they start life together. "Appalachian Spring" won a first prize in the television category at the 1959 Venice Festival.

Educational TV UNDER FEDERAL STUDY

Nine years have passed since the Federal Communications Commission set aside 12 per cent of all the television channels in the United States for non-commercial, educational use, but still almost two-thirds of the population has no educational TV broadcasting within range.

The FCC allocated a total of 267 television channels for the educators, but, at the present time, there are only 54 ETV stations on the air.

The growth of ETV has "to some extent been inhibited" by lack of funds, says the FCC: "It is apparent to the Commission that there is a real need for financial assistance to educational television if it is to achieve its ultimate potential in the immediate future."

To help overcome the financial handicaps, Congress now has before it Senate Bill No. 205, which, among other things, would grant appropriations not to exceed one million dollars to each of the 50 states and the District of Columbia for the establishment and improvement of ETV broadcasting facilities. Funds could be used for the acquisition and installation of transmission apparatus, including closed-circuit equipment, but could not be used for the construction or repair of structures to house such apparatus.

Funds would be allocated by the U. S. Commissioner of Education, with the assistance and guidance of the FCC. Applicants for funds would have to meet certain requirements and they would be held accountable for proper use of the funds allocated.

Senate Bill 205 is not the first bill to appear on Capitol Hill calling for ETV appropriations. During the 85th Congress the Senate passed a similar bill, S. 2119, after the House Interstate and Foreign Commerce Committee held hearings, the bill was reported favorably on August 15, 1958. Because Congress adjourned shortly thereafter, the House did not take action.

During the 86th Congress, the Senate again passed a bill (S. 12). This one also died for lack of action by the House.

The current bill as amended has been approved by the Senate Committee on Interstate and Foreign Commerce and the Senate. The big question still hangs over the House of Representatives and another bill, H. R. 5099.

Baseball pioneer Branch Rickey recalled a half century in baseball during an educational TV series of "Heritage" programs. Rickey discussed baseball as a game, proving ground for civil rights and proving ground for liberty. He also recalled the men with whom he has associated during his professional career.

Mr. David Marxer, music director, University of Alabama Radio-TV Broadcasting Services, and Mr. Edward Cleino, professor of Music Education Department, University of Alabama, make last minute changes on the University's elementary in-school "It's Music Time."

Internationally-known artist T. Mikami narrates and illustrates with brush paintings a number of Japanese folk tales during the new National Educational Television series, "Once Upon a Japanese Time."

In Utah, Drs. Jack H. Adamson and Harold F. Folland launched KUED's first live program, "English 15" (Introduction to Literature) for credit.

Dr. Herbert Bauer teaches the Introductory Psychology course six times a week on WTVS, Channel 56, Detroit's educational television station. His is one of five courses, on an afternoon and evening schedule, the complete freshman curriculum in the University of Detroit College of Arts and Sciences.

Heller Budget Shows Factory Worker Is Actually Short on Weekly Wages

WASHINGTON (PAI)—Despite all the business propaganda talk about American wages being too high, the average factory worker's wages are at least $25.00 a week short of meeting a "commonly accepted" standard of living.

This is the conclusion reached on the basis of the 1960 Heller Budget, a budget that is worked up each year by the Heller Committee at the University of California for wage workers in the San Francisco Bay area.

It is a budget laying down "the cost of maintaining the commonly accepted standards of living . . . that public opinion currently recognizes as necessary to health and reasonably comfortable living."

It deals with the San Francisco Bay area where expenses run about five per cent higher than the rest of the country but when, if that is taken into account, the average country-wide shortage for a factory production worker still runs $25.22 a week. For the San Franciscan whose wages are average, the shortage would be $33.74 a week.

The Heller budget for 1960 reports that a wage worker who supports a wife and two children and rents his home needs $6,488.27 a year, or $124.65 a week to meet a commonly accepted standard of living. That represents an increase of $4.06 a week over the figures for 1959 and $17.10 a week over 1956.

Factory production wages have lagged behind that steady increase in living costs. Since 1956 gross wages have gone up only $10.92 a week while they have gone up only $1.44 a week over the past year.

While wages have pretty well stood still, the cost-of-living has not. 1960 taxes in the San Francisco area have gone up from $661 to $699 since 1959.

Food has gone up about $32 a year; housing $24 a year; household operation $4 a year; clothing and upkeep $13 a year; transportation $13 a year; medical and dental care $17 a year, and recreation about $5 a year.

In short, while the Heller budget showed an increase in costs of $217.17 a year, average factory wages in the United States went up only $74.88 a year with which to meet the cost boost.

Here's how the annual budget for the average wage earner breaks down:

Total cost	$6,488.27
Taxes	699.26
Food	1,820.94
Alcoholic beverages	59.54
Housing	804.00
Household operation	241.62
Housefurnishings	217.44
Clothing and upkeep	501.46
Transportation (including car)	599.10
Medical and dental care	544.64
Personal insurance	299.08
Personal care	116.24
Recreation	237.90
Tobacco	119.60
Reading	39.26
Education	8.49
Union dues	69.28
Gifts and contributions	93.42
Miscellaneous	17.00

Duluth Local Wins First Weaver OK for Elderly Housing

The first building project for the elderly approved by Housing and Home Finance Director Robert C. Weaver has been launched by Local 31 of the International Brotherhood of Electrical Workers (IBEW) of Duluth, Minn.

The five-story building will be constructed in downtown Duluth at a cost of $864,000. It will include 65 house keeping units.

The program has won the high praise of IBEW President Gordon M. Freeman.

"There has been considerable discussion about union Southern areas," he declared, "but in this case Local 31 and the Employer trustees of the Electrical Workers Vacation Fund made a survey to ascertain where the elderly folks of Duluth wanted to live on retirement from full-time work.

"They found that these people wanted to stay where they were, in Duluth, among their friends and relatives and close to the people with whom they had worked. They wanted to stay where they could continue their active participation in community activities, without the need to set up new friendships and relationships.

"So the Electrical Workers Vacation Fund selected a site in downtown Duluth, served by transit and in the heart of the stores and other community facilities to build a five-story apartment house with complete facilities for the residents, despite the fact that most of the units will be of the 'efficiency' and one bedroom type.

"This pioneering project may well set a pattern to be followed by unions with funds to invest in many other large urban areas."

Sessions Will Be Held in the Hotel Leamington, Above.

TENTH ANNUAL

RADIO-TV-RECORDING PROGRESS MEETING

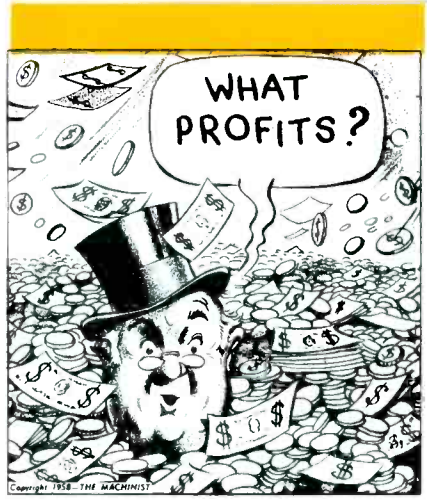
Hotel Leamington Minneapolis, Minnesota

August 15, 16, 17, 1961

Hotel Reservation Material Will Be Sent All Local Unions Soon

Your Local Should Be Represented— See to It!

NEWS—INFORMATION EXCHANGE—DISCUSSION—STATISTICS—ADVICE—FELLOWSHIP



It's Time for Congress To Curb Tax Scandals

Reprinted from LABOR

"These manipulations remind me of the old shell game by which the carnival prestidigitator bilked the local folks out of their hard-earned money. In this case, however, the U. S. Treasury is being bilked. I do not intend to see this continued if I can help it."

Senator Albert Gore (Dem., Tenn.) was at it again—telling about tax loopholes and demanding that they be plugged. This time, he was talking about "foreign tax haven" tricks—some abuses which President Kennedy recently asked Congress to curb.

"There are two general types of tax haven abuses," Gore said. The first consists of schemes to transfer income and profits from business in the United States into a foreign haven, without paying U. S. income taxes. The second type centers around the uses to which these untaxed funds are put after they get into the tax haven."

"The most popular havens for American tax dodgers," the senator pointed out, "are the Bahama Islands, Panama, Switzerland, Liechtenstein, Liberia, Bermuda, the Netherlands Antilles and Venezuela. There are others that are used to some extent."

* * *

The governments of those countries help the U. S. tax dodgers cover up their tracks, so it is difficult to get information about them, Gore said. Nevertheless, he was able to give the following examples:

1. THE REINSURANCE SCHEME. "Credit life insurance" is a fast-growing business. When someone buys a car or something else "on credit," he is also sold a life insurance policy which is supposed to pay off what he owes in case of his death.

This business is so fantastically profitable for the insurance companies that "often more than 50 cents of each dollar they collect in premiums is clear profit."

Gore said this juicy business was eyed with envy by the big "lending institutions" which finance the credit sales, so "some of them organized their own insurance companies" to get in on the gravy. Then all these credit life insurance companies—whether owned by the finance concerns or not—looked around for a way to avoid paying Uncle Sam taxes on their huge profits.

They found that way, Gore said, by forming "dummy reinsurance companies" in foreign tax havens. These dummies ostensibly "reinsure" the credit life insurance sold by the U. S. insurance companies. The latter then "transfers most of their profits out of the United States and into their reinsurance companies in foreign tax havens, in such a way as to escape U. S. taxation almost altogether."

2. DUMMY TRADING COMPANIES. This device "is becoming more popular." In the Bahamas, it is a simple matter to establish such a company and costs only about $550.

"All you need to start is a desk in some office, a part-time girl to handle the clerical work, and a traveling salesman," Gore pointed out.

"The salesman takes a foreign order in behalf of the dummy corporation. The U. S. manufacturer who owns the dummy fills the order by 'selling' machinery to his Bahamas company, which in turn sells it to the foreign customer.

"The prices are adjusted so that the manufacturer in the United States shows little profit on the transaction," Gore said. "Most of the profit winds up in the dummy corporation in the Bahamas, with no U S. tax paid on this profit."

Gore went on to tell how U. S. firms also use "dummy purchasing corporations" in foreign tax havens for the same purpose as dummy sales corporations—avoiding Uncle Sam's taxes.

He punctured the often-made claim that U. S. taxes are merely "deferred" until these profits are brought home to the United States.

The possibilities for making these profits permanently tax-free "are truly endless," Gore said. "A large portion of these funds never return to the United States, or, if they do return, come back in a form which offers tax advantages."

Gore went into details on that subject. Among many other things, he described bringing back profits by "schemes which convert ordinary income into capital gains or some other form of income taxable under our loop-hole-ridden tax law at rates lower than the ordinary income tax rates."

Surely, this is a scandalous situation which cries for correction by Congress.

Recent Deaths Among Brotherhood Leaders

LOUIS P. MARCIANTE

Brother Louis P. Marciante died in the Atlantic City Hospital on March 30, following a heart attack on the previous Sunday.

Born in Lutcher, La., in 1898, he lived all his adult life in northern New Jersey. He joined Local Union 269, Trenton, in 1917 and subsequently served as a member of its executive board and as president and business manager for various terms. He became president of the New Jersey Federation of Labor in September of 1934, a post in which he served continuously to the present.

Brother Marciante became a member of the International Executive Council of the IBEW in January 1947, as the result of his election to that post at the 1946 International Convention, and was most recently in the Washington office to be present at the March meeting of the Council and to attend the Building Trades Legislative Conference.

To his wife and his four grown sons, to his local union, the state federation and the executive council, his passing is a blow and will be long remembered with regret.

GEORGE T. CAIRNS

Business Manager George T. Cairns of Local Union 1228 passed away at Framingham, Mass., on Easter Sunday morning, April 2, 1961. He had been ill for more than a year, having undergone a cancer operation early in December of 1959.

Born in 1908, he joined Local Union No. 1228, Boston, November 16, 1950, and had served as its business representative for some two years and as business manager and financial secretary since 1953. Brother Cairns' early adult employment was as a musician in Chicago and, following the dissolution of the "big bands," he gravitated to Boston and became a member of the staff of the Yankee Network (now WNAC-AM-FM-TV). During World War II, he entered Army service as an enlisted man and by the war's end was a First Lieutenant.

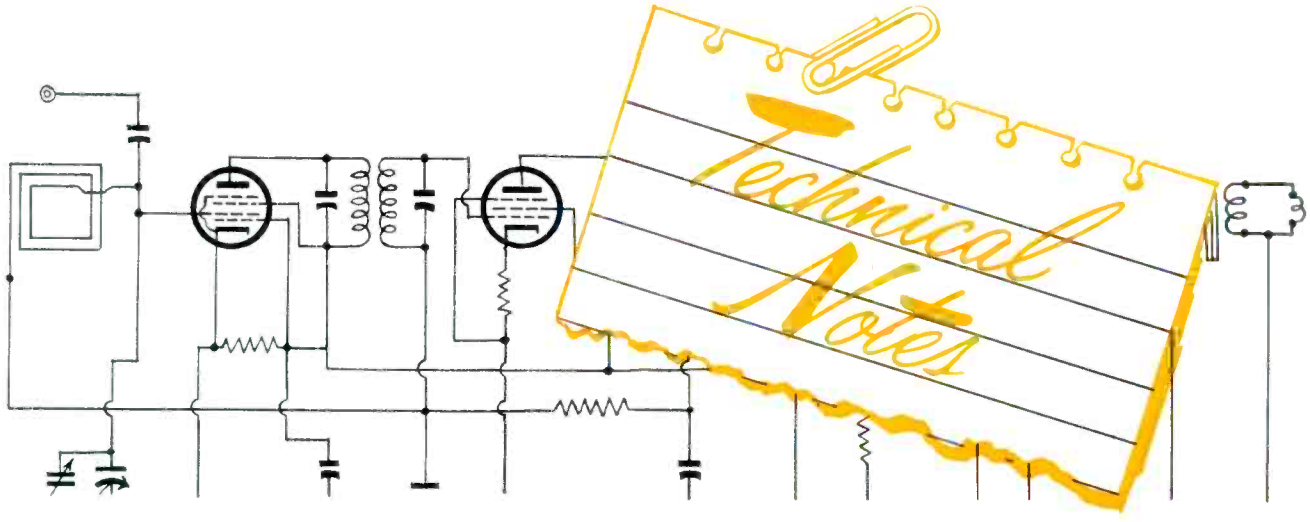
His passing is mourned by his wife, his local union and his many friends in all parts of the country.

CHARLES A. CALAME

Business Manager Charles A. Calame of Local Union No. 1212 died at Bergenfield, N. J., following a long confinement to his home, on April 11, 1961. He was victim of a coronary attack, the last of a recent series.

He was born in Oregon on April 17, 1900, and joined the ABTU in 1939, becoming a charter member of Local Union No. 1212 when it was formed on November 1, 1940. He resigned from his employment with CBS in June, 1945, to serve as Business Manager of the local union and in 1947 assumed the combined duties as Business Manager and Financial Secretary, posts to which he was continuously subsequently re-elected. His last active work was as a member of the nationwide negotiating committee, working on the CBS negotiations in New York and Washington. His picture, on this page, was taken at one of the shirt-sleeve sessions of that negotiation.

"Charlie" will be long and well remembered. His tireless energy, his devotion to labor's cause and his cheer in the face of adversity will be a source of sympathy to his family, his local union and his countless friends.



Reds Plan Tall Tower

Russia currently is laying the foundation of what is described as the world's tallest television tower in the Moscow suburb of Ostankino. The 1,706-foot structure is scheduled for completion presumably within the next year.

The giant structure is expected to double the present 37-mile effective range of Moscow's TV transmissions.

The world's tallest tower at present is the 1,676-foot tower of KFVS-TV Cape Girardeau, Mo., which was completed last October. Building time was 2½ months.

The Russian tower, to be something of a tourist attraction aside from its technical value, will house a restaurant at the 1,082-foot level and an observation platform above it. The tower's elevator, reportedly to be the fastest in the Soviet Union, will have a maximum speed of 16 feet per second—less than two minutes from top to bottom.

The hollow, reinforced concrete lower portion of the tower will be a truncated cone nearly 207 feet in diameter, supported by 10 legs. Beneath the cone's base will be a circular, glass-enclosed building containing transmitting equipment, control rooms and other technical facilities.

High-Intensity Flash

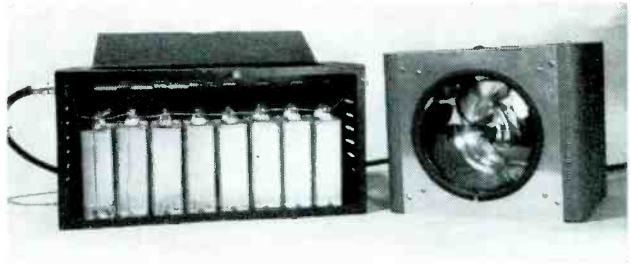
A self-shuttering electronic flash of high intensity has been developed to solve a major lighting problem in Navy missile research. The flash instantaneously achieves and maintains the peak intensity of 10 press-camera flashbulbs before suddenly shutting off without an afterglow.

The new electronic flash was developed by three scientists at the Naval Ordnance Laboratory in Silver Spring, Md. It consists of a gaseous discharge tube coupled with an artificial transmission line made up of a number of capacitors.

When the flash unit is used in a missile test, its charged capacitors are discharged allowing alternating current to race first back and then forth through the transmission line. This keeps the tube's arc burning evenly for three one-thousandths of a second. At the end of this time, the voltage across the discharge tube abruptly drops to zero causing the light to immediately cease shining without any afterglow.

During the time the missile model is illuminated, a high-speed continuous-writing camera takes 82 equally exposed pictures of it as it re-acts to a shock wave. Data from these pictures help determine the aerodynamic stability of the full-scale missile represented by the model.

NOL's new self-shuttering light source solves a major lighting problem in the photographing of high-speed motion which lasts only a split-second. Negatives exposed with other illumination systems such as chemical flash lamps and flash bombs contained only a few properly exposed frames. These were always found in the



This is the Naval Ordnance Laboratory's new self-shuttering electronic flash of high intensity. Shown on the left is an artificial transmission line made up of a number of capacitors which power the flash. On the right is the unit's light source, a gaseous discharge tube. When energized by the power unit, the tube immediately shines with the intensity of ten press-camera flash bulbs before abruptly turning off.

system's mid-intensity light range. The remaining frames were always either under-exposed due to too little light as the illumination system commenced and ceased its glow, or over-exposed when the light reached its peak brilliance. Also, the afterglow of these systems caused the high-speed camera to double-expose a number of the negative's frames. As a result, the scientists experienced difficulty in abstracting detailed data from the finished pictures.

Employed in the Gas Dynamic Division of the NOL Ballistics Department, designers of the flash device are: Lemmuel L. Hill, Theodore Marshall and Benjamin J. Crapo.

Regular Stereo FM

Regular stereo FM radio broadcasts will begin June 1, according to the Federal Communications Commission, which authorized such broadcasts.

The equipment approved for the multiplex FM broadcasting is that made by Zenith and General Electric. The Philco system and that proposed by four smaller companies failed to get FCC approval in the decision which followed several years of study by the commission.

Up to the present time, regular stereo broadcasts have been by combining AM and FM reception. There have been a few experimental all-FM broadcasts. The FCC adoption of national technical standards makes possible nationwide broadcasting on a stereo basis. Radio and phonograph makers were reluctant to start turning out receiving devices until the FCC acted. Now it will be "full speed ahead" as each strives to place its equipment in the potential market homes. It is expected that many FM stations will install the necessary equipment which will make their broadcast stereo-possible. It can also be received, as usual, on monophonic equipment. Multiplex adapters can be produced for about $8.

Disc Counterfeiters

Record manufacturers are making strenuous efforts to convince the Federal government it is to its advantage to crack down on record counterfeiters. Industry representatives are attempting to show that record counterfeiters have been costing Uncle Sam about $2,000,000 annually in lost excise taxes.

Consequently, Rep. Emmanuel Celler of New York, chairman of the House Judiciary Committee, has submitted a bill which would make it a federal offense to counterfeit a record.

Record counterfeiters work this way: They spot a record just as it begins to "get big." An agent buys the record (usually a fast-selling 45 rpm) and makes a tape recording of it, usually right in his home. There are more than 500 recording studios in the U. S., and he gets one of these to make a metal master disc. The master record goes to one of the 100 independent record-pressing plants that currently produce more than 3,000 different labels. Stampers are made, and each stamper can turn out about 2,000 records before it begins to wear. A printing plant accurately reproduces the original label and jacket. A run of 50,000 counterfeit records will cost just over $6,000. He will sell his faked records for from 35 to 40 cents apiece. This gives him a net profit of from $11,500 to $14,000 on a $6,000 investment.

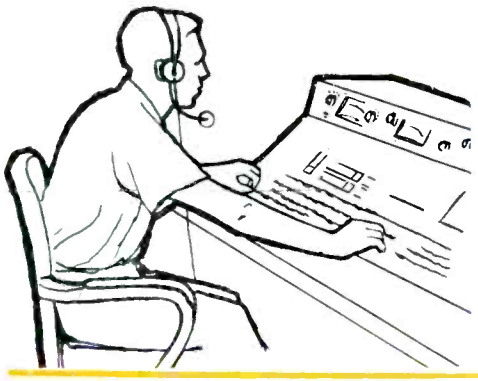
Making the record, the label and the jacket are his sole expenses. He does not have to pay an artist, no publisher's royalties to pay, no advertising, and no federal excise taxes. This is where the harassed record companies hope to trip up the counterfeiters. They will try to have legislation passed which will make it a federal offense for anyone to take part in any such operation on the grounds it constitutes a defrauding of the Federal government.

At the present time there have been few criminal actions taken against uncovered counterfeiters. Civil actions have been instituted in a few cases. Laws are vague. No one has gone to jail; few fines have exceeded $500. The light fines have been considered "part of the game" by counterfeiters. They pay their fines, then go out and buy another "hit record."

The efforts of the manufacturers to track down and give stiff prison terms to such counterfeiters has the wholehearted support of organized labor, whose members suffer from lost work opportunities and lost wages when these counterfeiters are successful.

Solemn Note

THE LETTER OF RECOMMENDATION.



STATION BREAKS

Reversed Commercial

News Commentator Edward P. Morgan gave what he described as "a commercial in reverse" in accepting the Alfred I. duPont Radio & Television Award for the "thoroughness" and "integrity" of his radio reporting and commentaries.

Deploring commercial pressures on broadcasting, which make it "sometimes very difficult for a reporter with a sense of purpose . . . to squeeze his findings in between the filter ads and the deodorant commercials," Morgan added:

"I might be hollering in a vacant lot or stacking unpublished commentaries in a closet if the ABC network and the AFL-CIO, my sponsor, had not afforded me an outlet for my views. . . .

"My criticisms, including those of broadcasting and the labor movement, have been free of pressure or censorship."

Educational Network

Florida reports an educational TV network now operating by means of production and exchange of TV tape is not only the most economical method of program distribution, but taped programs also provide flexibility for local curriculum planning and scheduling. The range of courses being telecast runs from programs for pre-school-age children in their homes, through elementary, secondary, to university level, adult education courses, general information and cultural programs.

An estimated 300,000 students are receiving some instruction or enrichment programs via television. The total number of "TV students" has approximately doubled in each of the last two years, and it appears that this rate of increase will continue if necessary broadcasting and receiving facilities are made available. The Dade County School Board is applying for a second ETV station on UHF frequencies. Universities and Junior colleges are working out procedures by which regular college credit can be earned at home by taking courses via television.—*Florida ETV Network Newsletter.*

Jobs Boosted by Tax Cut

Last year's reduction in the federal cabaret tax—from 20 per cent to the present 10 per cent—has boosted night club bookings for professional musicians, increased their income an estimated $9 million a year and may have actually increased federal tax revenue, according to a survey by the American Federation of Musicians.

The union, which has fought for repeal of what it called the "discriminatory, job-destroying" tax on "live" entertainment at night clubs, said its locals have reported that bookings of musicians at cabarets increased an average of 34,861 hours per week during the three months ending Jan. 31 over the comparable period the previous year.

Projected on an annual basis, Pres. Herman D. Kenin said, this amounts to more than $9 million in added salaries for musicians, plus additional millions in wages of other cabaret workers. The rise in gross receipts plus the higher taxable earnings of workers resulted in higher federal tax revenue, he added.