

THE Guild Reporter

OFFICIAL ORGAN OF THE AMERICAN NEWSPAPER GUILD, CIO

Vol. XXII—No. 6 New York, N. Y. Mar. 11, 1955

Wilbur E. Bade Memorial Award

DEADLINE: MAY 15, 1955



The Wilbur E. Bade Memorial Award—\$500 in cash to the winner and a plaque to his local—was created by the 1954 ANG convention to encourage the development of local Guild leadership by stimulating participation in local activities and rewarding achievement.

It will be given annually for the most notable local work in furtherance of the Guild's basic purposes.

- Nomination of candidates shall be by executive boards or representative assemblies of locals, or by units within locals, and must be sent to the ANG Secretary-Treasurer, postmarked no later than May 15, 1955.

- Entries must be in writing, not to exceed 1,500 words, containing a detailed outline of the achievements of the candidate during the year ending March 15, 1955. Evidence of earlier accomplishments may be introduced as supporting argument.

- Eligible for the award shall be any officer or member, or any group of officers and/or members, of any local of the ANG, whose achievements during the year are within the scope of the award.

- Not eligible are officers of the ANG, members of the ANG staff or paid officials and employees of locals.

- The award will be judged by a panel of distinguished Guild members: John Biddison of Twin Cities, chairman; Herbert Monk, St. Louis, and Gervase N. Love, Washington. The winning entry will be announced at the 1955 ANG Convention in Albany, June 27-July 1.

Toronto Seeks 300-Man Tely Circulation Group

Toronto, Ont.—The circulation department of the Toronto Telegram, where the Guild is under contract for editorial department employees, is the newest area in which the fast-growing Toronto Newspaper Guild is now expanding.

There are about 300 potentials in the department, the exact total depending on determination by the Ontario Labor Relations Board when a hearing is called.

They comprise district managers, canvassers in both city and country territory, the inside office staff, drivers and their helpers, and the garage staff.

Meantime, a board hearing was held on the Guild's petition to be certified for still another Tely department, comprising some 53 eligibles in building maintenance. Management made no objections to the bargaining unit as defined by the Guild, which submitted 42 valid membership applications in support of its bid, and certification is expected.

Interest in Guild membership developed less than three weeks (Continued on Page 2)

Bulletin

Toronto, Ont.—The provincial labor board has certified a unit of 53 in the maintenance departments of the Toronto Telegram, on application of the Toronto Newspaper Guild for representation rights. Three exclusions were for supervisors, and the Guild petition was supported by 42 signed cards.

Strike Ultimatum Wins New Pact At Sheboygan

Sheboygan, Wis.—Less than 16 hours after its membership had authorized a strike to back up its contract demands, Local 179 accepted wage concessions offered by the Sheboygan Press.

Forty-six Guildsmen, representing editorial, advertising and circulation employees of the Press, unanimously ratified the new one-year pact Feb. 23 after they were called off their jobs to vote on the new proposal.

Management's capitulation came about only a few hours after wire services carried the story of the Guild's action in voting its executive board strike authority.

The new contract calls for a

Security, Wages At Issue

UP Members Vote Strike, Deadlock Mediation Sought

United Press-Guild negotiations go to federal mediation next Monday, March 14, with the UP membership voting 90 percent in favor of authorizing strike action if necessary to break a management-created deadlock.

The overwhelming vote authorizing the strike marked the second time in two years that UP management's refusal to write basic job security provisions forced emergency action. In 1953, after a similar 9 to 1 "yes" vote okaying a strike, management agreed to write into the contract clauses which provided for arbitration of grievances and that firings be for just and sufficient cause.

The UP this year refused to act on the Guild's proposal that seniority protection be provided in economy firings.

Guild insistence on the contractual seniority protection grew out of at least three instances during the past year of economy discharges in which seniority was disregarded. Management had given verbal assurances in 1953 that seniority would be observed in such firings.

Also at issue are all contractual clauses relating to money (general increase, minima, pension, elimination of geographical differentials, severance, holidays, expenses). While the money items have not been discussed fully across the bargaining table, management has made clear that it considers the November AP settlement (averaging \$3.85 per man) "much too high."

At one point, a management spokesman told Guild negotiators: "As we see it there is darn little justification for an increase."

The Guild told the company a fuller discussion of money was impossible until the basic question of job security was resolved.

Negotiations began Jan. 31 for a new agreement to replace the contract which expired Feb. 28.

Meanwhile, the UP Negotiating Committee prepared for a strike if that action becomes necessary. National steering, welfare, finance, picketing and headquarters, publicity and public relations, interunion cooperation, interbureau cooperation and membership committee were set up. A survey to determine the necessary financing for a walk-out got underway.

The negotiating committee emphasized its determination to achieve a peaceful settlement of the current negotiations. It informed management, however, that any new contract must con-

tain the necessary job security guarantees.

ANG Executive Vice President Ralph Novak authorized the UP Negotiating Committee to take the strike vote on March 2 after he attended a bargaining session in which the company held fast in its opposition to make any security changes. Any UP strike call must be approved by the International Executive Board.

As the solid vote for the strike authorization mounted, many of the ANG's locals pledged full support to UP Guildsmen across the country. Assurances of support came from locals in New York, Chicago, San Francisco, St. Louis, Detroit and Washington.

The UP division of the Commercial Telegraphers Union also promised its full support to the Guild. UP-CTU General Chairman Bill Whitlock wrote the Guild committee:

"At this critical period in your negotiations with the United Press I would like to express the sentiments of the Commercial Telegraphers Union. You have our promise of all possible cooperation and help in whatever action taken by the Guild."

Agreement has been reached on clauses involving the work week, scheduling, overtime, vacations, military service, payroll data, leaves of absence, experience definitions and some picture side classifications.

Improvements included: Provision for rotation of staffers who serve six months on "shifts they find undesirable" to

new shifts (for at least an equal period), barring serious conflict with "the basic interests of the service."

Staffers may be scheduled for no more than two starting times in one week if they work in two tricks, or three starting times if those times fall within any three hour period.

A minimum of three hours pay for any staffer called to work overtime after leaving for the day, and eight full hours at overtime rates for any overtime work on a staffer's day off.

Eight news and four picture bureaus go on the five-day 40 hour week from their current status as six-day, 40-hour bureaus.

"Older employees" to get preference in selecting vacation times.

Special service salesmen in New York and Chicago brought within minima provisions of the contract for first time.

Telephoto operators to get \$2 increase in minima beyond general minima increases still to be negotiated. Bureau assistants to receive from \$1.50 to \$2.50 above any other increase negotiated.

Staffers going on military leave to get three full years payment of life insurance premiums (company and staffer's share) at rate of insurance held by staffer on departure.

Management suggested mediation March 7 when it described the situation as "a stalemate." The Guild agreed to mediation. Federal Mediator Walter Mag-

(Continued on Page 3)

Publishers' Parlor Game



—Cartoon by J. F. Meahan, NY Guild

Somehow They Can't Make 'em Stick!

(Continued on Page 3)

The President's Corner— Need Time, Patience And Understanding To Reach Labor Unity

By JOSEPH F. COLLIS
ANG President

ONE OF THE objectives of several Guild conventions—unity of the labor movement—is closer to accomplishment today than at any time in 20 years.

To the Newspaper Guild it will offer an opportunity to sit down with the AFL unions in the Guild's jurisdiction and discuss organic unity. Time, patience and an understanding of the broad meanings of labor unity will be essential in this undertaking.

The three top officers of the ANG and the IEB have been following the merger movements with due diligence. In fact, because of the nature of our membership, we have ground-floor contacts which some other unions do not have.

THE PACE of the unification movement thus far has been somewhat surprising. The situation, briefly, is this:

The AFL and CIO Executive Boards have ratified the terms of the proposed merger.

Now the unity committee representing both organizations will have to sit down and write a proposed constitution for the combined organization. This is going to take some time. There probably will be drafts, second drafts and third drafts of sections before they are mutually agreeable.

Then the joint committee will meet and pass finally on the proposed constitution. The constitution will be submitted to the AFL convention in September and to the CIO convention in Buffalo in October.

IN NOVEMBER, once the separate organizations have approved the constitution, there will be special conventions of the CIO and AFL in the same city at the same time. But the separate meetings probably will be brought into a joint convention at which will take place the physical and organic merging of the separate organizations. These November plans are still nebulous, but probably will follow the steps outlined.

One of the delaying problems will be that the CIO representatives on the unity committee will be tied up, starting shortly, negotiating for their own unions—auto, steel and electrical.

Your president and Executive Vice President Ralph Novak represented the ANG at the CIO Executive Board meeting in Washington at which the merger agreement was ratified, with only two dissenting votes, both from the Transport Workers.

Both the CIO and AFL have taken idealistic positions on merger. The first move is to get organic unity and forget, for the moment, some of the problems which eventually will arise.

WE IN THE GUILD, I believe, are taking and should take this same kind of an attitude. We have made certain changes in our constitution regarding finances to make easier organic unity with some of the existing AFL unions.

In the spirit of George Meany and Walter Reuther, let's unite first and talk later.

... Toronto Seeks

(Continued from Page 1)

ago in the circulation group, and the Toronto Guild moved at once to meet it. There is a steady influx of signed applications in each of the separate divisions, and the Labor Board will doubtless hold that the entire department constitutes an appropriate bargaining unit.

To obtain certification without necessity for an election, the signed-and-paid card totals must exceed 65 percent at the time of the formal board hearing. This week that goal was definitely in view, as the Guild assigned two of its Star unit members to temporary full-time organizing work, on leave from their jobs for the purpose.

Mike Russell, a local vice president, and Jerry MacDonald, a Star delivery helper, are aiding International Representative Charles A. Perlik, Jr., in mapping the card-signing campaign. Russell is on the Star's circulation staff. Both men are making personal contacts with their "opposite numbers" at the Telco and members of the Telco editorial unit are also devoting time to the effort.

The Guild has enjoyed stable

working relations with Telegram management, but encountered an oddity in the circulation group. Management sought to offset Guild interest among the drivers by suggesting and actually conducting a poll, with printed ballots and the use of ballot boxes.

This novel tactic arose when the circulation manager, having heard of Guild interest, met with the drivers and found that some might prefer their own grievance committee to membership in the Guild. Seeing on this view, the circulation manager asked the Guild to participate in the poll. Ballots had been printed, giving the drivers a choice between the Guild and a grievance committee, but Guild officers protested that the whole procedure would involve half a dozen violations of the labor law. Those ballots were destroyed.

Then management conducted its own poll, with ballots providing a Yes and No vote on whether the drivers would prefer a grievance committee set-up. The result: Yes, 22; No, 46. A further immediate result was an increase in the number of drivers signing for Guild affiliation.

Southern Council Elects, Hears Collis And Novak

Richmond, Va.—The Guild has reached the crossroads. It is either going forward with new emphasis on organizing, or it will be pushed backward.

That picture was painted for the Southern District Council at its Feb. 26-27 meeting at Richmond by Joe Collis, ANG president, and Ralph B. Novak, ANG executive vice president, in addressing more than a score of delegates representing seven SDC locals.

Novak, emphasizing the need for better servicing of contracts, revealed a plan for servicing contracts on a nationwide rather than regional basis. He said he will submit and recommend his plan to the IEB and to the Albany convention.

"It is not enough to bargain for a contract, you must service it to make it a living document," he told the delegates. "You need expert help when problems arise."

"We propose to give you this help. But it must be paid for. The decision will be yours. Take this opportunity to make up your minds on this question between now and June 27. A contract servicing plan operated and controlled by ANG headquarters may not solve all problems, but it will work." Both servicing and collective bargaining are becoming more difficult every day, he reminded.

Novak also discussed a proposed organizing program that would add four or five members to an ANG organizing department. This claimed much interest, as the SDC delegates later adopted a resolution as follows: "That the SDC call the attention of the ANG to critical problems of organization in the South, which remains a vast reservoir of Guild strength as yet largely untapped. In view

of the departure of one international representative and the impending departure of the other assigned to the South, we strongly urge the immediate assignment of two full-time organizers to this region."

Novak also discussed the free-rider problem, pointing out that 6,000 free riders are covered by Guild contracts.

"We haven't been applying our full imagination to the problem of free-riders," he declared. "Unless we do tackle this problem energetically, several things will happen. Some locals will find themselves out of existence, because of their weakness."

"It is not easy, but it is an absolutely necessary job. If 10 percent of Guild members would work on the free-rider problem, and work hard, it could be cleared up."

Novak suggested that each local set up a committee to tackle the problem.

Collis, questioned about the effect of the CIO-AFL merger on the ANG, said the ANG may pick up some 4,000 members from unions in its jurisdiction over the next few years.

The SDC, in its sessions at the Press Club of Virginia in Hotel Jefferson, also discussed collective bargaining procedures and the status of contract negotiations.

The council amended and then adopted a report of its standing committee on the Guild Reporter. It called attention to the fact that two committees to help guide the Guild Reporter are now in existence. It urged that these committees "increase their efforts for a better-edited and better-written Guild Reporter," and added: "If, however, these two groups' existence in the future make it impossible to devote



James P. McGuire

Milwaukee To Arbitrate Three Contract Issues

Milwaukee, Wis.—Management efforts to evade the Guild shop provision of the Hearst National Memorandum will be brought to arbitration by the Milwaukee Guild.

Enforcement of the Guild shop on the Milwaukee Sentinel heads a list of three cases to be argued before Arbitrator Harry Abraham.

Another case involves the severance pay and dismissal sections of the Hearst National Memorandum. At issue in the third grievance is a local contract provision guaranteeing advertising men's income in the quarter after any change in territories or accounts.

Issue in the Guild shop case is management's effort to get a second chance at exempting a display salesman from the requirement to join the Guild not later than 30 days after employment. An agreement in conjunction with the Memorandum requires local managements to ask such exemption when it notifies the Guild of a hiring. The Sentinel failed to do so. When the Guild protested the continued employment of the salesman, Business Manager Henry Gronkiewicz retorted that he could fire the man as the Guild asked and then rehire him. A few days later the salesman "resigned," was immediately rehired and claimed as an exception to the Guild's shop.

Dismissal of a classified phone solicitor without advance notice

and inadequate severance pay led to the other Memorandum grievance. The solicitor was warned that if he failed to meet unstated conditions within two weeks, he'd be given a chance to resign. Two weeks later, her "resignation" was accepted. No pay was given in lieu of notice, although the notice or the pay is required by contract. In addition, management disregarded her commission earnings in computing severance pay despite contract requirement that severance must be based on average earnings when employees are paid commissions.

Three classified salesmen whose territories were sharply shifted were refused full payment of the previous quarter's earnings. Management alleged that the decline was partly the fault of the employees.

Truman Farris, Jr., executive secretary, and Clayton Dickey are preparing the Guild's case in consultation with ANG headquarters.

SFONG Increases Dues Schedules

San Francisco, Calif.—Membership of the San Francisco-Oakland Newspaper Guild—second largest local in the ANG—has approved a proposal which raises its dues structure by \$1 per month at the top and adjusts most other salary-bracket bases in proportion.

THE GUILD REPORTER
Published by the American Newspaper Guild (CIO) the second and fourth Friday of each month
90 University Pl., New York 24, N. Y.
\$5 per year, Single copy 15c
Re-printed as second-class, May 27, 1949 at New York Post Office, under Act of Oct. 3, 1917
Post. Reg. No. 385
Vol. XXII No. 3
Mar. 11, 1955

IEB Sets Quarter Budget, Reviews Financial Status

On recommendation of its finance committee, and after extended discussion on economies which may be effected, the IEB adopted a fourth quarter budget totalling \$115,225.

That figure is about \$2,500 less than the amount budgeted for the third quarter, which closed January 31, but is some \$11,000 more than was actually expended in the third quarter.

The finance committee reported that income exceeded expenses during the third quarter by \$3,114.82, and that as a result the operating deficit for the first three quarters was cut to \$7,597.40 as of January 31. The fiscal year began with a deficit of \$5,990.19; thus the total deficit stands at \$12,587.59.

Seattle And San Jose Locals Plan West Coast Training Institutes

Two West Coast weekend training institutes, the first since 1953, will be held in Seattle and San Jose this month.

A Pacific Northwest training institute will be held in Seattle next weekend, March 19-20.

The San Jose institute will be held the following weekend, March 26-27, in cooperation with the California-Nevada District

Council, with sessions at Hotel DeLuna.

Theme of the institute series this year is "Building the Union, or What Makes a Good Local Good?" Sessions on organizing, new member programs, steward training and keeping local memberships informed will be conducted by J. William Blatz, director of organization, and Ellis T. Baker, director of research and information, who is in charge of the institute series.

The Defense Fund total was

... UP Votes

(Continued from Page 1)

giolo was assigned to the case, but informed both parties he could not be available before March 14.

The Guild suggested that across-the-table talks continued until Maggilo was available. Management agreed. On March 9, however, talks were broken off when the company rejected another Guild attempt to open the way for agreement on the job security issue.

In an attempt to speed work toward the new agreement the Guild gave management a series of alternative solutions to the job security problem. Guild negotiators said any one of the following would be acceptable clauses: (1) clear-cut seniority in economy things; (2) provision that seniority be the PRIME factor of several factors in making economy discharges AND a clause banning discrimination for Guild membership or activity; (3) the Guild Shop; and (4) any company language which provides the necessary protection encompassed in the Guild proposals.

On March 9, the Guild said it would be willing to take the qualified seniority clause and the anti-speedup language new part of the AP contract (instead of the discrimination ban).

The company rejected all Guild proposals on job security. A spokesman said the UP had "something" in mind "in that area." Despite repeated urgings, the spokesman never spelled out what was the "something."

Sitting for the Guild in negotiations were negotiating committee chairman Benson Sreer, of Los Angeles; Lloyd Lapham, of Washington; Sol Fox, New York, and Steve Ripley, ANG wire service administrator. Representing management were attorney Ezra Bryan, assistant general business manager Ross Downing, and assistant general news manager Mort Akers.

Quarterly Budget	
Per Capita Taxes	\$ 7,335.00
Organizing & Service	12,550.00
Collective Bargaining	2,875.00
W.R. Administration	12,575.00
Research & Information	10,500.00
Administration	15,125.00
Executive	2,500.00
Other Expenses	10,000.00
Total	\$115,225.00

reported at \$189,872.52, including \$20,000 recovered from the Wilkes-Barre strike financing.

The board approved contributions of \$25.00 each to the National Issues Committee and the American Civil Liberties Union.

The board adopted a joint recommendation from the finance and organizing committees, that the convention be asked to change the constitution so that newly-signed members of the Guild pay an initiation fee, plus one month's dues, in the first month of their membership. New members now pay no dues until the month following that in which the membership application is approved.

Also approved was a joint organizing and finance recommendation that servicing charges to locals include "all costs," a step which increases the daily rate for the services of an international representative from \$29 to \$35.

The board wrote off \$2,110.70 listed as owing to the ANG from locals at Indianapolis, Beaumont, Grand Rapids and Joliet; and ordered that \$3,005.21 spent in Portland, Ore., be charged to the defense fund.

Board OK's Most Contract Ratings

(Continued from Page 1)

With one exception the International Executive Board at its February meeting upheld the actions of the IEB contracts committee dealing with contract settlements on which board ratification was called for.

The exception was the Detroit Times contract, approval of which had been withheld by the committee because two additional exclusions had been agreed to by the local. After Edwin W. Scott, Detroit executive secretary, had explained the circumstances, a majority of the board voted approval.

In the case of New York contracts with the Herald Tribune and Radio Station WQXR, the committee recommended approval, having submitted the agreements to the IEB only because they retained previously questioned "zipper" clauses, a moot point in the IEB and the New York local.

Other contracts on which the committee action withholding approval was sustained were as follows:

Allentown Call & Chronicle, Charlotte News, Memphis Commercial Appeal & Press-Scimitar, Milwaukee Sentinel, New Brunswick Home News & Times, American Weekly, New York Journal-American, Look Magazine, New York Mirror, New York Daily News, New York Times, New York World-Telegram & Sun, Bay City Times, and Columbus Citizen.

Carmichael Takes Twin Cities Executive Post

Minneapolis, Minn.—John Carmichael, of New Orleans, a member of the ANG staff of international representatives since November, 1951, has been appointed executive secretary of the Twin Cities Newspaper Guild, effective after the next ANG convention. He will take over duties of the late Wilbur E. Bode, who died a year ago.

Carmichael is a former president of the New Orleans local, which he had also served as secretary. He was on the editorial staff of the New Orleans Item when he was appointed an international representative, and has been engaged for the most part in organizing and servicing work in the southern states.

Concern For Daily's Integrity Not 'Misconduct,' So Adman Wins \$1,275 Severance Pay

Boston, Mass.—The Boston Guild has won \$1,275 in severance pay for a Boston Post national advertising solicitor who was discharged May 24, 1954, for what the Post contended was "gross misconduct."

An impartial arbitrator, Professor Hugh W. Babb of the Boston University School of Business, ruled last week that the salesman, Frank Hurley, was not guilty of gross misconduct in incidents leading up to his discharge.

The Post had charged Hurley with drinking on company time and making "a disruptive speech" at a salesman's conference. This, management contended, constituted gross misconduct.

The Guild's contract with the Post provides severance pay for all employees discharged for reasons other than "gross misconduct or gross neglect of duty." At Hurley's request, the Guild did not seek reinstatement because he had found a more agreeable job.

Hurley's remarks at the salesman's conference were in response to a request for his own ideas on selling advertising for the Post. The gist of them, he testified, was that "the main thing the Post had to sell was its integrity."

Advertising Director Mark Collins, a management witness, admitted in his testimony that "there was nothing abusive, profane or insulting" about Hurley's words.

Instead, he charged, they were "irrelevant."

In all, management presented nine witnesses. Hurley himself was the only Guild witness. He is the son of a former general manager of the paper, now deceased, and of a former reporter on the Post staff. He went to work for the paper in March, 1949, was recalled to active duty by the Army in January, 1953, and returned to the Post in November, 1953.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

Representing the Guild on the five-man arbitration board were Leo Marks, Jr., Post unit chairman, and William J. Bodey, Post outside classified solicitor. Management representatives were Chester C. Gray and Arthur Root. John C. Cort, executive secretary of the Boston Guild, presented the Guild's case, and Arthur C. Blake, attorney for the Post, was the management counsel. Both submitted written briefs following the hearings.

Professor Babb was appointed from a list submitted by the American Arbitration Association after the parties failed to agree on an arbitrator.

BEWARE 'PAY-IF-YOU-CAN' PENSION PLANS

In this installment of "Pension Plans Under Collective Bargaining," an AFL publication, there are outlined the methods of funding negotiated pension plans. The material is used by permission of the Social Insurance Activities division of the American Federation of Labor—Ed.

Part IV METHODS OF FINANCING

Basically, there are three alternative systems of budgeting and financing the cost of a retirement plan. These are (1) a so-called "pay-as-you-go" approach; (2) a system of "terminal funding"; and (3) "full funding." They are by no means equally safe, equally economical, or equally beneficial to the workers covered by the plan.

Pay-As-You-Go Plans

The only purpose in describing the "pay-as-you-go" type of plan here is to enable unions to recognize and beware of it.

A so-called "pay-as-you-go" plan is really not a "plan" at all. It is little more than an unsupported promise that if enough money happens to be available at the time a worker retires, he will start getting a pension. Whether or not he continues to get a pension thereafter will depend upon whether or not there happens to be enough money available thereafter.

Under this approach, the pensions that are promised to workers in the future are not regarded as a present liability. The pension bills that will eventually fall due are not reduced to terms of an estimated current cost and allocated to the present through a system of uniform regular installment payments into a fund over the period prior to retirement, as they are in the case of a "funded" plan.

If, for example, four workers retire this year, and the "plan" promises them \$100 a month at retirement, the employer—having made no advance provision for the payment of these benefits—will have to dig down into his pocket at the time and pull out \$400 for a month's pension payments. If it just isn't there, then the employer will either find himself faced with a serious financial problem or the workers will not receive their pensions and the employer will find himself faced with an equally serious "labor relations" problem. And if he happens to have the \$400 this month, there is no assurance that he will have it next month or next year or two years from now.

The term "pay-as-you-go" as applied to a pension arrangement of this type is a complete misnomer. It assumes that pensions become a cost item to the employer only at the time a pension benefit payment has to be made. Under every sound theory, the cost obligation is actually incurred at the time workers perform the services which entitle them to a certain amount of credit toward a future pension.

The service a worker performs each year before retirement should establish his right to a proportionate share of his final pension. That share should be fully financed in the year in which it is earned, so that payment will be guaranteed, regardless of what happens to the employer's subsequent fortunes.

Earned pension credits are bills for services rendered in the present—even though the workers may not be able to collect on these bills until sometime in the future. An employer is not really "paying-as-he-goes" unless he sets aside, out of his own reach, enough money to cover these bills as they accumulate. Otherwise, he will face a large

number of accumulated unpaid bills all at once at sometime in the future when his financial resources may not be adequate to meet the obligation.

In other words, the so-called "pay-as-you-go" method is really an "owe-as-you-go" method. The worker who is serving under such a system is working for promises, not for money. He has no rights in the plan, for no funds are being accumulated to back up those rights.

From the standpoint of comparative costs, there are three angles to consider. One is the fact that the total outlay by the employer will be greater under a "pay-as-you-go" approach, if he actually meets all his pension obligations, than it would be under a funded plan.

Under the latter system, compound interest will be earned by the regular, periodic payments made into a fund which is in turn invested in interest-bearing securities. These interest accumulations will pay part of the pension costs which otherwise have to be paid directly by the employer.

In answer to this, some employers may argue that they can earn a greater rate of return, in the form of company profits, by keeping money that would otherwise go into a pension fund in the business, mingled with all of the other assets and working capital of the company. They may compare the company's say 8% profit on invested capital with the 3% or 4% interest earnings of a pension fund.

This may be a very well if the cost of a pension plan is regarded as "the company's money" until such time as a pensioner actually receives some of it in cash. But it is not the company's money any more at least it should not be—after the workers have earned their pension service credits. It is the workers' money and they would be better off if it were safely distributed than tied up in one particular company, whose failure would wipe out the fund completely.

Furthermore, if the pension money is held by the company without being separated from its other assets, there is no assurance that the profits earned with that money will actually enhance the pension fund. The pension program will have to compete with all the other claimants on the assets and earnings of the company.

If the company pays out all its profits in the form of dividends to stockholders, or bonuses to executives, every year, for example, then no interest is being accumulated by the pension money, in the form of company profits or anything else. In such a case, the pension money is actually being used to subsidize the dividends and bonuses of stockholders and executives.

Another factor affecting the relative cost of pay-as-you-go and funded plans is the tax question. Approved funded plans are tax-exempt and contributions are fully deductible even if they currently exceed the total of benefits being paid out of the fund. Thus, if the contributions required to finance a funded plan amount to 10¢ per man-hour worked, the actual effective cost to a company in the 52% excess profits bracket would be 1.8¢ per hour. The interest earnings of the fund are also tax-exempt. The payments actually made to pensioners under a pay-as-

you-go system are deductible as a business expense in the year in which they are actually paid. The only difference from the "owe-as-you-go" method is that the contributions under a funded system and the pension payments made under a pay-as-you-go system lies in the difference between the contributions and the actual pension payments.

During the initial years of a funded plan, the contributions paid into the fund will exceed the pension benefits actually paid out, since contributions are being made on behalf of all the workers covered by the plan but pensions are being paid only to the first few who have actually retired. In a plan costing \$100,000 a year and actually paying out current benefits of \$10,000 a year in pensions from the fund, the full \$100,000 may be deducted from the company's income for tax purposes. In an unfunded plan, however, only \$10,000 would be deductible.

Over the years, on the other hand, the current benefit liabilities under the pay-as-you-go plan would climb steadily until they are well above the level of contributions required by a funded plan. In those later years, the tax deductions would be greater under the unfunded plan.

The question as to which type of plan would be most economical from the standpoint of tax savings alone, therefore, would depend upon whether the company's earnings, and the corporation income tax rate, are likely to be higher or lower than they are today.

This is something which cannot, of course, be accurately predicted. The chances are, however, that an employer will realize the maximum in tax savings under a fully funded plan. If he pays off the heavy initial past service liability as rapidly as possible, he can take full advantage of the exemption of such payments from excess-profits as well as normal corporation income taxes.

The third, and probably the most significant, contrast between funded and unfunded plans from the cost standpoint is the budgeting aspect of the problem. It is here that the relative disadvantages of the pay-as-you-go approach are most obvious and most serious.

A fully funded pension plan is based upon a more-or-less constant and uniform level of contributions. The costs are known, at least roughly, and can be adapted to the resources available and normal expectations. The highest single element of the cost (past service cost) is anticipated and usually disposed of during the early years of the plan's operation. The regular expense of the pension plan can therefore be fitted into a stable pattern along with all of the other normal operating costs of the company.

A pay-as-you-go plan, on the other hand, is a relatively unknown factor. The costs are likely to fluctuate widely from year to year. The only thing that is reasonably certain about them is that the net effect will be like pushing a snowball up a hill. The amount will steadily accumulate and become harder to handle until the point of maximum cost is reached.

How this will work out can easily be seen from a simplified example. Suppose an unfunded plan is put into effect this year

and ten men retire on a pension of \$1000 a year. This year's cost will be \$10,000. Next year ten more men retire on the same amount. Twenty men will then be on the retirement rolls, so that the annual cost will become \$20,000. The third year, 10 more men retire and the annual cost becomes \$30,000, assuming no deaths, since the twenty men who retire the first and second years will still be drawing a pension.

If the rate of retirement remains the same, and if the average life expectancy after retirement of 14.4 years is realized, the cost will continue to snowball until 144 men are on the retirement rolls drawing \$1000 each per year, or a total cost of \$144,000 a year. After that, the cost may tend to stabilize if the death rate equalizes the rate at which new pensioners go on the retirement rolls.

At no time is there a reserve. Since the full amount of the cost is currently being paid out to pensioners, there are no interest earnings to reduce the payments required of the employer. The average direct cost of the total pension paid to each retired worker is \$14,400.

This is, of course, an oversimplified example, solely for purposes of illustration. In actual fact, the number retiring each year will vary, some will die before 14.4 years after retirement, while others will stay alive and on the rolls longer than that. Nevertheless, it properly illustrates the general cost trend that will be experienced by plans of this type.

About the only possible advantage to the employer of an unfunded system, as against all of its disadvantages, lies in the fact that, under the tax laws, it can be much more easily terminated or abandoned than can a funded plan. This is itself should be sufficient to cause a union to suspect the motives of an employer who insists upon a pay-as-you-go basis for a plan.

Terminal Funding

The "terminal funding" method of financing a pension plan lies about halfway between the pay-as-you-go approach and full funding. Under this method, a fund for each retiring worker is created at the time he retires, but not before. The employer puts up, on the day a worker retires, the amount necessary to pay that worker's pension for as long as he lives. This may be done by buying him a life annuity from an insurance company at that time, or by depositing the amount required to pay the pension to his account in a trust fund.

This approach is an improvement over the pay-as-you-go approach, but—from the trade union point of view—not much of one. While a pay-as-you-go plan implies that the worker has no right whatsoever to any guarantees with regards to his pension payments, even after he retires, the terminal funding system implies that he has no rights whatsoever under the plan until he actually retires.

This approach gives a great deal more security to the worker after he goes on the retirement rolls than does a completely unfunded system. However, as far as the worker who has not yet reached retirement is concerned, all of the objections that might be raised against the pay-as-you-go approach can be made against the terminal funding approach.

About the only situation in which this approach—or something similar to it—can be considered possibly acceptable would

be where it is used in conjunction with some other means of segregating funds for the ultimate payment of pensions, on a current basis. For instance, it might be used as a part of a system in which members of an employer's association under contract with a union make periodic payments of a certain definite amount of money into a jointly-administered central fund.

The money accumulated in this fund is not specifically allocated to the individual worker until he retires. When he does retire, however, money is either set aside to his individual account, through self-insurance by the fund, or is used to purchase a life annuity for him from an insurance company, so that his pension is guaranteed for life. In such a case, this terminal funding approach is used as a means of separating the future fortunes of the retired workers from those of the general fund, thereby assuring him a greater degree of security.

The example described above is not, strictly speaking, a terminal funding system unless all of the money paid into the fund by the various employers is used each year to guarantee the full pensions of workers currently retiring. If the contributions are large enough to permit the building up of a reserve against obligations for future pensioners, then the plan takes on the aspects of a funded system. If the contributions are large enough to permit the building up of a reserve that is "actuarially" sufficient to provide for all of the future pension rights that have accrued and are currently accruing, then it becomes a "fully-funded" system.

The cost of a terminal funding system will tend toward a greater degree of uniformity than that of a pay-as-you-go system. It will still fluctuate considerably from year to year, depending upon how many workers retire each year, but it will not "snowball" in the way that an unfunded system will. The initial cost will be higher, but the overall operating cost should be lower, because of the interest earnings of the funds set aside at retirement.

The total direct cost for each retired worker under the terminal funding approach, after discounting for interest at the rate of 2%, would be about \$12,000. The employer will put up this amount at the time the worker retires and thereafter make no further payments on his behalf. This compares with an average cost per retired worker of \$14,400 under a pay-as-you-go system.

Full Advance Funding

Enough has been said about funded systems so far, including the description in Part III of how the costs are computed, to indicate their nature. Briefly stated, a system is said to be fully funded in advance if money is being currently contributed to the pension fund in an amount sufficient to pay for all of the "future service" credits that are currently accruing, plus a portion of the total "past service" liability.

The money put into the fund for each pensioner under a fully funded system would be considerably less than under the terminal funding system, because this money will accumulate interest prior to retirement as well as after. If annual contributions are made with the first payment beginning when the worker is age 40 and the year when he retires retirement age, interest will pay for the three systems.

(Continued on Page 5)

Pakistan Editor Guest Of CNDC At Los Angeles

Los Angeles, Calif.—It isn't often that a newspaper editor attends an American Newspaper Guild meeting, but the California-Nevada District Council made an exception in the case of Mohammed A.H. Auj.

The reason: Auj is a member of a newspaper editors' union in Lahore, Pakistan, and is vitally interested in the problems of working newspaper people in the United States.

Auj, who is working on the staff of the Sacramento Bee under an agreement with the United States government, attended the two-day session of the CNDC as an honorary delegate from the Sacramento Local.

He told the council something of the poor wages and conditions of journalists and editors in Pakistan, both of whom have their own unions. "Only the English language papers pay well," he told the council. "The native papers—there are 22 of them in Lahore—do not pay enough to make

a living. In some cases journalists have jobs on two papers in order to get enough pay."

Auj said that sometimes there are strikes, most of them are not very successful.

A resolution was adopted by the CNDC which commended Auj for his initiative in seeking the attitude and opinions of newspaper men and women in this country and which extended fraternal greetings to fellow newspaper unionists in Pakistan.

The resolution was signed by William Rogers of Stockton, Calif., who succeeded Glenn H. Dodd of San Diego as president of the CNDC. Charles Goodman of San Jose was elected first vice president and Lew Allison of Long Beach, second vice president. Vince Vandere of Stockton was elected secretary to succeed Roseanne Gutcher of Los Angeles, and Fred Fletcher of Santa Rosa (SFONG) was re-elected treasurer.



HONORS FOR ASIAN GUEST—Mohammed A. Auj, editor of a Lahore, Pakistan, daily, receives a resolution of commendation from Glenn Dodd, San Diego, 1954 president of the California-Nevada District Council. Auj attend a council meeting at Los Angeles, as an observer.

Reporters Turn Firemen At Toronto Star Blaze

Toronto, Ont.—Guild members on standby duty of a Sunday afternoon last month in the editorial rooms of the Toronto Star found themselves in the middle of a news story not to their liking.

Halfway through a dull after-

... Pensions

Continued from Page 4) about 25% of the cost of the sum needed at retirement, assuming a 2 1/2% interest rate.

The actual cost of one full life pension of \$1,000 a year will be about \$9,000, as compared with \$12,000 under the terminal funding system and \$14,400 under the pay-as-you-go plan. Of course, there will be an additional cost during the beginning years of the funded system in the form of amortization payments on the past service obligation, but these figures will give some idea of the comparative long-run "normal" costs of the three systems.

noon Taras Humenick at the news desk heard a crash "like a big crate falling downstairs." As he and the others present soon learned, failure of a thermostat on one of the Star's metal pots in the composing room had caused overheating of the contents and burned out the base, spilling molten metal, five tons of it, over the fourth floor and down to the third.

The resulting fire and smoke did \$10,000 damage to the building and equipment, and until the city fire department took over, the editorial staff members were a busy lot of amateur fire fighters. They used the building's fire hose in a hands-and-knees operation, dictated by swirling smoke, alerted occupants of offices elsewhere in the structure, and closed fire doors to prevent the spread of the flames.

As the fire occurred on a non-publishing day, replacement of the ruined equipment was possible before Monday's pages had to be cast.

Craft Clinic Scores At Cincinnati

Cincinnati, Ohio—What's good for the Guild can be good for management. That's a thesis that is being proved these days in a series of newspapering clinics conducted jointly by the Cincinnati Guild and the management at the Cincinnati Post.

Under Guild sponsorship and with full support of the Post top brass, editorial staffers have planned the series with a special pitch at editorial employees. But the clinics apply as well to, and have drawn equal interest from, business, advertising and circulation department personnel.

Chief guild architects of the program are Harry Reckner, Post Unit Chairman, and Leo Hirtl, Post City Editor.

More than 150 staffers turned out for the first of four evening panel discussions. They included a large number of employees from the crafts and other non-guild unions. In the next two sessions attendance was better than 75 with all Guild departments represented.

The meetings are held in the editorial room on Monday nights. They start at 7:30 P.M. and last from one and one-half to two hours. The sessions are informal. Questions are invited.

The first meeting was designed to give all employees an idea of what each of the four main departments is trying to do and what the problems are. Management handled the assignments on this one, stressing how editorial production affects their operation. Post executives who took part were:

Bill Savage, advertising manager; Shiel Dunker, circulation manager; Fred Giesel, business manager; and Dick Thornburg, editor. Guildmen handled the rest of the meetings with management representatives, including Charles Scripps, chairman of the board of Scripps-Howard newspapers, in regular attendance.

At the second meeting experienced editorial employees presented a panel discussion on reporting under the chairmanship of Paul Cunningham, veteran general assignment man. Helping him were Joe Doran, Mariann O'Regan and Jack Klumpke. Next, two of the paper's top writers, Harry Mays and Dick Gordon, discussed news writing. The final session, still to be held, belongs to the copy desk with Woody Southoff, new editor, and Leo Douthat, makeup editor, leading the way.

A short voluntary quiz is planned after the final class, with the Guild and management.

Page Two Ball Takes

Sacramento, Calif.—Everyone knows what a Page One Ball is. But what's a Page Two Ball?

It seems the Sacramento Guild, expanding its program of social events, sponsored a dance recently in the Press-Radio Building on the State Fairground.

Since the local also holds an annual Page One Ball, that designation was out. So some of the Sacramento Guildsmen took to labeling the dance "Page Two"—perhaps because it took the "runover" of exuberance from the last Page One affair.

Other unofficial titles: Back Page Ball and Second Front. The local's next Page One Ball, incidentally, is set for November 5 in Governor's Hall at the Fairground.



"TO RAISE THE STANDARDS..."—Staffers at the Cincinnati Post have been active in promoting a series of clinic sessions designed to improve the job skills of all. Standing are Harry Reckner, Bill Savage, Shiel Dunker, Dick Thornburg and Fred Giesel. Seated is City Editor Leo Hirtl, who MC'd the opening sessions.

contributing \$25 each for prizes. Billed as a self-improvement program, the lectures have been most successful when geared to a high level for editorial employees. Other department workers have shown a keen interest in the talks and enough background to benefit them.

Management and Guild leaders are more than happy with the results. Post officials feel the series will sharpen up inter-departmental teamwork and make better Post salesmen from all points of view out of all employees. Guild leaders feel they have found a good way to promote Guild esprit de corps and contribute to individual members' chances of advancement through education.

Court Dismisses Hearst Appeal From Arbitration

Efforts by the Hearst management of the New York Journal-American to avoid proving its right to dismiss 14 messengers so that an outside contractor could be used have proved futile and the New York Guild is awaiting selection of a date for arbitration.

Suit by the Journal-American to overturn an arbitrator's decision that the dismissals must be arbitrated was thrown out by Justice Henry Clay Greenberg.

The Hearst paper had charged that the arbitrators exceeded the scope of their authority.

But Justice Greenberg decided that, in deciding the dismissals, the arbitrators were within their power. The jurist held that while the publisher's prerogative to reduce the staff was not subject to arbitration, the question would still be open as to whether the staff actually was reduced or dismissed for improper cause.

Meantime, the New York Guild notified Prof. Herman A. Gray, chairman of the board in the disputed case, that it was ready to proceed to arbitration in the case of a reporter and photographer on management's claim of economy.

Prof. Gray and the Guild members of the arbitration board held that management must submit to arbitration on the merits of the dismissal of the messengers because the Guild "complaint" constitutes a grievance arising from the application of the agreement.

Management's suit to vacate the award is its second attack on the Guild's efforts to regain jurisdiction over the messenger department and restore 14 messengers to their jobs. Originally, management had threatened to seek an injunction to prevent the American Arbitration Association from administering the arbitration clause. A strike vote by the unit during 1954 negotiations influenced management to give up its resistance at that time.

The Guild had contended the Messengers' Association was not a part of the agreement. In this opinion, however, the court found that the Messengers' Association was a part of the agreement. The court also found that the Messengers' Association was a part of the agreement.

It Seems to Us...

Stresses Interim Nature Of "Commie-Ban" Language

NEW YORK CITY
Editor: There are just two words I'd like to clarify, if I can, in the Feb. 26 story on the Communist resolution and the IEB's action. One is, "Proposes" in the head and the other "proposed" in the lead.

As chairman of the IEB constitution committee, which prepared the report, I feel safe in saying that the board does not consider this language a "proposal," but merely an exploration of the problem.

Thus, in its statement accompanying the constitutional language, the board said the language was "the best expression possible, at this time, of the convention's mandate on a subject filled with uncertainties and dangers. . . being transmitted to the membership now, well ahead of the Albany convention, only to stimulate the widest possible discussion and suggestions."

And, it noted, "the board is continuing its study of the subject. Its final report and recommendations" (in other words, its proposal) "will be submitted to the convention."

To point up still further the interim nature of the committee's report, the board instead of adopting it merely "received" the report for transmission to the locals.

I trust this will clarify the status of the constitutional language submitted, and help in the "discussion and suggestions" the board is seeking.

ED EASTON, JR.
New York Guild

Impressed By Bulletins On ANG-UP Negotiations

ST. LOUIS, MO.

Editor: This is to congratulate the ANG and the UP national negotiating committee for the excellent job they are doing in informing members of the status of negotiations. I have been particularly impressed by the fine special bulletins detailing specific issues in the talks—especially that dealing with the complex subject of pensions.

I think all wire service members can learn a lot by reading

Letters shall be limited to 200 words and shall avoid libel and subjects detrimental to the Guild. Members are given opportunity to reply in the same issue, but publication of either attack or reply shall not be delayed longer than one issue.

Editorial comments or references to the question to appear in the edition immediately preceding the publication of letters shall be confined to editorial of material appearing in the preceding edition.

the UNIPRESSER reports, and that both the AP and INS-UP would do well to model their negotiation bulletins after them.

A union that interestingly informs its members of goings-on can't help benefit all. Swell job keep it up.

INS-UP National Committee

JIM SCOTT

Says Publishers, Not Guild, Created 'Communist Problem'

WASHINGTON, D. C.

Editor: The current issue of the Guild Reporter states the apparent objective of the national Guild leadership to bar from membership in the Guild any member of the Communist Party.

If there is a member of the union who has had a more harrowing experience with communists within the Guild and CIO, I would like to meet him.

I was chairman of the Guild unit in the Hearst plant in Chicago in 1938 when Hearst management by direct contract violations and refusal to deal with grievances forced us to strike. At that time our International Union and many of its locals throughout the country, including the Chicago local, were under complete domination by the Communist Party. Our strike was called on December 5, 1938.

The resultant struggle was marked by a back-to-work movement which left approximately 200 strikers on the picket line. During the ensuing 17 months many things happened, the most serious of which came to light when the strike ended in April, 1940.

I will cite only two of these incidents.

First, the late Van A. Bittner, representing the Steelworkers and Packing House Workers negotiating committees in Chicago,

The New York Times, which boasts of its large and capable crew of foreign correspondents in promotion ads, would rather not speak about them to the New York Guild.

Because of this cynicism the New York Guild has filed with the NLRB a charge that the Times engaged in an unfair labor practice by refusing to recognize the Guild as their collective bargaining agent.

The Guild's claim as spokesman for the correspondents goes back to its original certification in June 1941, following victory in an NLRB election. The Board then ruled: "We find that the Company's employees in the editorial and news department . . . excluding the executives, confidential secretaries and others listed in Schedule A, constitute a unit appropriate for the purposes of bargaining."

Foreign correspondents were not in the list. Nor were they added to exclusions on Sept. 14, 1950 when a new stipulation on the subject was drawn up.

The Times' refusal to extend to foreign correspondents the raises ordered by Arbitrator Harry Shulman in the 1954 contract wage reopener led to the dispute which culminated in the filing of the unfair labor practice charge.

Stafford's motion instructs the Guild officers to proceed against Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

and August Scholle, CIO regional director in Chicago, offered their good offices to bring about a settlement of the strike when it was four months old. Both of these honest trade union leaders informed management had offered in negotiations to meet every demand of the strikers. These offers, made in the presence of both these men, never were reported to the strikers, and the strike dragged on for another thirteen months.

Secondly, when the "settlement" negotiations were finally held, our communist leaders agreed to let the strikebreakers in the plant vote in the ensuing Labor Board election. That is why the Guild today still does not have the unit in the Hearst Chicago plant.

I could cite endless reasons for my long opposition to communism dating back to early 1937 when I joined the Guild.

However, I now find myself in the strange position of opposing the proposals to bar communists from membership in the Guild. I do not believe that we should take on a responsibility that is not primarily ours. The only reason we may have communists in the Guild is because the publishers hire them.

There is convincing evidence in my judgment that the publishers knowingly hire them, and the only conclusion is that they do so in the expectation that there will be resultant chaos and confusion in the Guild's affairs. I believe that the publishers should assume their own responsibility about rushing to their rescue.

I further believe that the Guild demonstrated its ability in 1941 to protect itself against the machinations of publisher-sponsored Guild communists. All we need do is prevent communists from acting like communists within the union. Let's not join McCarthy, Jenner, et al. in giving communists credit for strength and abilities they do not have.

HARRY READ
Washington Local

File Unfair Charges Against N. Y. Times

NEW YORK, N. Y.

The New York Times, which boasts of its large and capable crew of foreign correspondents in promotion ads, would rather not speak about them to the New York Guild.

Because of this cynicism the New York Guild has filed with the NLRB a charge that the Times engaged in an unfair labor practice by refusing to recognize the Guild as their collective bargaining agent.

The Guild's claim as spokesman for the correspondents goes back to its original certification in June 1941, following victory in an NLRB election. The Board then ruled: "We find that the Company's employees in the editorial and news department . . . excluding the executives, confidential secretaries and others listed in Schedule A, constitute a unit appropriate for the purposes of bargaining."

Foreign correspondents were not in the list. Nor were they added to exclusions on Sept. 14, 1950 when a new stipulation on the subject was drawn up.

The Times' refusal to extend to foreign correspondents the raises ordered by Arbitrator Harry Shulman in the 1954 contract wage reopener led to the dispute which culminated in the filing of the unfair labor practice charge.

Stafford's motion instructs the Guild officers to proceed against Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Canon 20 "in the same manner and with the same objective."

Statement of Condition of General Fund as at January 31, 1955

ASSETS		
CURRENT ASSETS		\$25,451.06
Cash in Bank and On Hand		12,063.81
Advances Receivable		1,205.50
Exchange Receivable		2,582.00
Loans Receivable		
Total Current Assets		\$14,851.31
OTHER ASSETS		\$9,599.75
Accumulated Depreciation Allowance		\$9,599.75
Deposits		4,000.00
Prepaid Expenses		\$14,599.75
Total Other Assets		\$14,599.75
TOTAL ASSETS		\$29,451.06
LIABILITIES AND RESERVES		
LIABILITIES		\$25,451.06
Accounts Payable		\$25,451.06
V. E. Bonds Payable		18.00
Reynolds Room Memorial Fund		1,275.43
Harrell Taxes Payable		2,582.00
Due Int'l Defense Fund		10,000.00
Accrued Interest		2,718.75
Loans Payable		2,582.00
TOTAL LIABILITIES		\$25,451.06
RESERVES		\$4,000.00
Reserve for Revenue Pay		\$4,000.00
Reserve for Hearst Negotiations		1,275.43
Reserve for 1954 Convention		5,000.00
TOTAL RESERVES		\$10,275.43
TOTAL LIABILITIES AND RESERVES		\$35,726.49

Analysis of General Fund Budget and Expenses for the Quarter Ending January 31, 1955

	Expended Qtr. Ending Jan. 31, 1955	Budget Qtr. Ending Jan. 1, 1955	Budget Qtr. Ending Apr. 30, 1955
1. PER CAPITA TAXES CIO, CCL, IFJ.....	\$ 6,387.50	\$ 6,750.00	\$ 7,125.00
2. ORGANIZING AND SERVING			
Salary-Director and Rep.....	\$ 17,855.00	\$ 18,150.00	\$ 18,750.00
Sec.-Gen.....	475.00	500.00	500.00
Expenses-Director and Rep.....	1,140.00	1,200.00	1,200.00
Misc. Organizing Expenses.....	1,475.00	1,500.00	1,500.00
	\$ 19,945.00	\$ 20,350.00	\$ 21,950.00
3. COLLECTIVE BARGAINING			
Salary-Exec. Sec. of I.R.B.....	\$ 1,500.00	\$ 1,625.00	\$ 1,625.00
Contracts Committee.....	1,625.00	1,625.00	1,625.00
Sec.-Gen.....	475.00	500.00	500.00
Expenses.....	284.00	300.00	300.00
Miscellaneous.....	15.00	15.00	15.00
	\$ 3,914.00	\$ 4,075.00	\$ 4,075.00
4. WIRE SERVICE ADMINISTRATION			
Salary-Administrator.....	\$ 1,855.00	\$ 1,855.00	\$ 1,855.00
Admin. Asst.....	475.00	500.00	500.00
Expenses of Personnel.....	1,140.00	1,200.00	1,200.00
Capitalization.....	2,140.00	2,000.00	2,000.00
Wire Service Council.....	475.00	500.00	500.00
Regional Council.....	1,140.00	1,200.00	1,200.00
Wire Service Papers.....	475.00	500.00	500.00
Arbitration.....	1,140.00	1,200.00	1,200.00
	\$ 8,000.00	\$ 8,270.00	\$ 8,440.00
5. RESEARCH AND INFORMATION			
Salary-Director.....	\$ 2,015.00	\$ 2,015.00	\$ 2,015.00
Assistant.....	475.00	500.00	500.00
Sec.-Gen.....	1,140.00	1,200.00	1,200.00
Expenses-Director.....	2,140.00	2,000.00	2,000.00
Regulations and Literature.....	475.00	500.00	500.00
Books and Periodicals.....	1,140.00	1,200.00	1,200.00
Publications and Literature.....	475.00	500.00	500.00
Training Conferences.....	1,140.00	1,200.00	1,200.00
Miscellaneous.....	475.00	500.00	500.00
	\$ 8,215.00	\$ 8,400.00	\$ 8,600.00
6. GUILD REPORTER			
Salary-Editor.....	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Bookkeeping Dept.....	475.00	500.00	500.00
Chief.....	1,140.00	1,200.00	1,200.00
Printing Lay Lines.....	1,140.00	1,200.00	1,200.00
Mailing and Postage.....	1,140.00	1,200.00	1,200.00
New Service.....	1,140.00	1,200.00	1,200.00
Pictures and Special Material.....	475.00	500.00	500.00
Engraving.....	475.00	500.00	500.00
Miscellaneous.....	475.00	500.00	500.00
	\$ 9,814.00	\$ 10,000.00	\$ 10,200.00
7. ADMINISTRATIVE			
Salary-Office Manager.....	\$ 1,855.00	\$ 1,855.00	\$ 1,855.00
Sec.-Gen.....	1,140.00	1,200.00	1,200.00
Bookkeeping Dept.....	475.00	500.00	500.00
Chief.....	1,140.00	1,200.00	1,200.00
Expenses-Director.....	2,140.00	2,000.00	2,000.00
Stationery and Supplies.....	475.00	500.00	500.00
Telephone and Telegraph.....	1,140.00	1,200.00	1,200.00
Postage.....	475.00	500.00	500.00
Repairs and Improvements.....	1,140.00	1,200.00	1,200.00
Travel.....	1,140.00	1,200.00	1,200.00
Advertising.....	1,140.00	1,200.00	1,200.00
Insurance.....	1,140.00	1,200.00	1,200.00
Miscellaneous.....	475.00	500.00	500.00
	\$ 16,152.00	\$ 16,660.00	\$ 17,260.00
8. EXECUTIVE			
Officers-Salary.....	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Expenses.....	1,000.00	1,000.00	1,000.00
	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
9. OTHER EXPENSES			
Legal Fees.....	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Per Diem.....	1,000.00	1,000.00	1,000.00
Contributions.....	200.00	200.00	200.00
Travel.....	100.00	100.00	100.00
Brown Award Expense.....	50.00	50.00	50.00
Members and Committees.....	1,000.00	1,000.00	1,000.00
Publicity.....	2,000.00	2,000.00	2,000.00
Parole Pay Provisions.....	100.00	100.00	100.00
Board Expenses.....	100.00	100.00	100.00
Life Insurance.....	100.00	100.00	100.00
Travel Bureau Payment.....	100.00	100.00	100.00
U.S. Convention Abroad Expense.....	1,000.00	1,000.00	1,000.00
U.S. Convention.....	1,000.00	1,000.00	1,000.00
C.I.O. Convention.....	1,000.00	1,000.00	1,000.00
TOTALS.....	\$ 104,637.50	\$ 117,375.00	\$ 124,000.00

THE GUILD REPORTER

CHARLES E. CRISSEY, Editor

Published by the American Newspaper Guild (CIO-CCL)

Guild Reporter headline at 99 University Place, New York 3, N. Y.; letters, features and ads the Friday preceding publication date; news, Tuesday preceding publication; news bulletins, Wednesday preceding publication. Single copy is 15c. Published the second and fourth Fridays of each month. Yearly \$3.00. Acceptance for mailing at the special rates of postage provided for in the Act of February 26, 1925.

ANG INTERNATIONAL OFFICERS

PRESIDENT: EXECUTIVE VICE PRESIDENT: SECRETARY-TREASURER:
Joseph P. Colla Ralph B. Novak William J. Farson
International Headquarters, 99 University Place, New York 3, N. Y.

REGIONAL VICE PRESIDENTS: 1—John H. Thompson, 42 Windsor Road, No. Quincy, Mass. 2—Philip Price, 12 W. Custis Ave., Alexandria, Va. 3—Adolph J. Rahm, 1236 Midland Drive, University City 14, Mo. 4—Al Dipman, 416 Milton Ave., San Bruno, Calif. 5—Victor Leo, 3004 Clarendon Road, Brooklyn, N. Y. 6—C. Joseph Beaulieu, 150 Indian Road Crescent, Toronto, Canada.

AT-LARGE VICE PRESIDENTS: Roberta Bailey, 150 Drexel Road, Ardmore, Pa.; Edward Easton, Jr., 2 East 12th St., New York, N. Y.; Paul A. Frey, 2853 Cresta Way, Sacramento 21, Calif.; Ed Marcinjak, 21 West Superior, Chicago 10, Ill.; Robert C. Stanford, Box 636, West Richfield, Ohio; Felix B. Wold, 835 E. Lewiston, Ferndale 20, Mich.

DIRECTOR OF ORGANIZATION: J. William Biate.
DIRECTOR OF RESEARCH AND INFORMATION: Ellis T. Baker, III.
INTERNATIONAL REPRESENTATIVES: Edna Berger, Joseph L. Campo, John Carmichael, Joseph G. Colangelo, Joseph E. Garland, Ray Mann, Charles A. Perlik, Jr., Wm. Ray Pitt III (Asst. Wire Service Administrator), Maxwell E. H. Pyle (on leave), Stephen Ripley (Wire Service Administrator).

March 11, 1955

389

Vol. XXII—No. 6



MORE hoop-la, this time with cloak-and-dagger trimmings worthy of a TV script, is reported from Niagara Falls, N.Y. That honeymooners' haven, be it remembered, is also the home of the Niagara Falls Gazette, where recently the circulation department employees mortally affronted their manager, one Edward J. Boga, by teaming up with their editorial confreres in—of all things—Guild membership.

After the employees had survived the fall-out from the original Boga explosion, circulation Guildsmen set out one evening to attend their first Guild meeting as full-fledged members. The session was at the Hotel Niagara, and, like all Guild affairs, there was no particular secret about it.

But from the hotel steps, a sharp-eyed Guild member spied a familiar car parked in the shadows across the street. Two unit officers, one an ex-Marine and the other an ex-Navy man, volunteered for reconnaissance patrol duty. Sure enough, in the car was the CM with a non-Guild girl employee, and the boss was dressed for his part, shrouded in a huge coat and disguised by sunglasses, though night had fallen hours since.

His observation post disclosed, the CM moved his big sedan away. It circled the block several times past the hotel while amused Guildsmen watched. Then it disappeared, and the Guild meeting serenely completed its appointed agenda.

Next morning the sun shone brightly, and it was a beautifully cold winter's day. That was doubtless the reason why virtually every Guild member in the circulation office showed up for work wearing sunglasses and wrapped warmly in a wide variety of heavy outerwear, trench coats, hood parkas and the like, many of the garments redolent of camphor balls.

Said one: "That guy is the best Guild organizer since Heywood Broun."

Said another: "If he wanted to know who was going to the meeting, why didn't he ask us?"

GUILDSMEN inclined to grunt over the current IEB assessments for aid of the Brooklyn Eagle strikers—and there is no school of thought that deems union assessments a welcome burden—might contemplate the case of the retired member of the New Orleans Guild who last week donated a dollar to the Brooklyn cause.

When Ed Desobry, New Orleans treasurer, got word of the international levies, he sent out routine postcard notices to all the local membership.

On the New Orleans mailing lists is the name of Al Wilson. He's a former police reporter on The Item, retired because of age and infirmity. His eyesight is bad, and for some years he has found existence no easy thing. He's a long-time patient at the Veterans Administration hospital at Alexandria, La.

But like everyone else, he got a notice, solely because his name plate was in New Orleans' mimeo racks.

Promptly the card came back, enclosed in an envelope which also contained a dollar bill. Across the address face of the card, in large letters typical of those with impaired vision, was this scrawled message:

"I can't make out what this is, but here's a buck. If more required, let me know. Regards, Al."

Desobry didn't enter Al's dollar as an assessment. There was no official place for it, in any event. Instead, the New Orleans treasurer sent it directly to its logical destination—Eagle strike headquarters at 314 Fulton Street, Brooklyn, N. Y.

Gain Job Security At Lansing Jour.

Lansing, Mich. — Addition of job security provisions heads a list of improvements gained by the Lansing Guild in a new two-year contract with the Lansing State Journal. Minimums are increased \$6 in two steps, \$2 retroactive to last Oct. 4, and \$4 next Oct. 4.

The new contract prohibits dismissals except for just and sufficient cause, forbids dismissals as the result of making the contract effective and strengthens protection for probationary employees.

The general increase is added to all minimums. Reporter starting minimum goes from \$47 to \$49 (and \$53 next October); minimum for 5 years experience from \$113 to \$115 (and \$119 in October).

For the first time, the contract includes a comprehensive military leave section, providing full severance pay for those disabled or killed in service. Split shifts are eliminated, except as "unusual events" require. Premium pay (of 4 hours straight) is guaranteed for holiday work.

Washington ROUNDUP

By WILLARD SHELTON
Washington Guild

THIS OBSERVER, for one, is getting heartily sick of the excuse that the abuses, crookedness and politics of the federal employe security system are justified because "working for the government is a privilege rather than a right." President Eisenhower himself has echoed this cliché, but that doesn't sanctify it.

There were several examples in the week beginning March 7, of the dishonesty stimulated by the system in those who face the necessity of defending it.

THE DEFENSE DEPARTMENT COUNSEL, Wilber M. Brucker, admitted to the Humphrey subcommittee that a "substantial number" of the "cases" listed as fired by Republicans as security risks were really civilian employees, dropped under old-fashioned civil service rules during the first year of work as "unsuitable."

The last figure we had for fired "security risks" was 8,008—nearly double the previous number. One would suppose that a White House statement of alleged fact could be given full faith and credit by citizens. But Brucker's testimony revealed that a good many fired from the Army, Navy and Air Force, at least, had never even been "processed" under the Eisenhower security orders.

A "substantial number" of Brucker's "substantial number" must have been hired by Eisenhower's own subordinates within the past two years. Otherwise they couldn't have been fired, within their own first years, under civil service rules as merely "unsuitable." But Mr. Nixon went around the country last year talking about the holiness of the GOP.

WILLIAM F. TOMPKINS, a Justice Department assistant in charge of the new Internal Security Division, argued that the "current attack" on government witnesses and FBI informers had its "roots" in a communist plot.

Tompkins turned out to be an easily confused minor leaguer, none too sure of his logic and certainly no match for Sen. Humphrey, who wasn't going to let him get away with the "communist plot" tale.

Pretty soon Tompkins revised his viewpoint to admit that it would be desirable if accused persons had the right to confront and cross-examine accusers in cases not jeopardizing FBI techniques. He agreed that others who thought so would not necessarily be either communist dupes or abettors.

But he still didn't think that a new review board should be established granting employees a right of appeal. And although a couple of complicated interdepartmental committees "might" have straightened out the Wolf Ladejinski case, he didn't think either of them should have. The way Messrs. Benson and Stassen mishandled it, he thought, was just about right.

ATTORNEY GENERAL BROWNELL made a speech, "Liberty and Law Are Inseparable," outlining operation of the new law allowing congressional committees or federal prosecutors to offer criminal immunity to witnesses and thus compel testimony.

Brownell recited the "safeguards" surrounding the process. A congressional committee or prosecutor must notify the Attorney General and then go into federal court for approval. These "safeguards," he said, were "adequate."

Eagle Strikers Slog Onward Into Seventh Week

As Brooklyn Eagle strikers moved this weekend into their seventh week of picketing, in a determined effort to bring their contract up to those on Manhattan dailies, they had in prospect first payments under New York State unemployment insurance statutes.

And the strikers made an attempt to broaden the understanding of Brooklyn's erstwhile Eagle readers as to the issues which led to the walkout. Guildsmen quit work January 28, and when other unions at the Eagle would not cross the Guild's picket lines, management suspended publication.

This week State officials sent aides to the strike headquarters

to facilitate registration for unemployment benefits, payment to the strikers being available after the seventh week. It was indicated that State checks, which will ease the load on ANG and local defense monies, but will mean only continuance of previous benefit levels for the strikers themselves, may be forthcoming within ten days.

The Eagle Guild unit has been exploring the possibility of issuing a newspaper of its own, one which would lessen the void created in the borough by the disappearance of its home town daily. Along this line, there appeared this week one issue of "The Guild Brooklyn Eagle," a tabloid printed sheet which was given away by striker-distrib-

tors, and which contained a local news roundup as well as the story of the strike itself. The large press run was quickly gone.

Despite two attempts in as many weeks by federal mediators, to find basis for a settlement, there was no discernible change in the attitude of management. The Guild sent spokesmen to both meetings, which were fruitless. At the first, management was willing to talk. But on money, the offer was "Nothing!"

"Would you make that retroactive to November 29, the expiration date of the last contract?" management was asked, with heavy irony.

"No," was the answer.

The only thing he didn't say is that last year, when his wiretapping bill was up, he fought against any requirement for advance approval by a federal court. The principal safeguard he recited for the law governing wiretaps, he tried to keep out of any law governing wiretaps.

THE RECORD OF THE YEARS is splattered with cases of notorious injustice. The Guild's Broun Memorial award went to Anthony Lewis of the Washington Daily News, for forcing a hearing for a Navy Department employe suspended, without a previous chance at self-defense, on the basis of accusations that turned out to be malicious gossip or less. Secretary Benson ousted Ladejinski without the formality of giving him a hearing.

Although it has not been widely reported Benson finally was sufficiently disturbed to write a high-level recommendation to the White House on the security program.

He wouldn't apologize publicly to Ladejinski, but he did suggest to the President that a full-scale non-partisan advisory group be named to examine the whole system. Here we have cropping up, in a most peculiar corner, a revival of the idea of a topflight White House commission. This recommendation apparently was filed in the category of things to be forgotten, since all that followed was the so-called "reforms" proposed by Brownell's Department of Justice.

The Justice report was more significant for what it confessed than anything else. It admitted firings without hearings, ousters on charges so muddled as not to be comprehensible to the victim, deficiencies in character and judgment among some security officers, the lack of competent legal advice for some security agents.

It proposed, however, not a single substantive change to correct the inherently vicious nature of the system—the insensate search for national security through procedures that do violence to all our best traditions.

Literally millions of citizens, in private industry as well as in government, must be "cleared" in order to hold jobs. And regardless of the argument that a security proceeding is not the same as a criminal case, it would sometimes be as merciful to split a man's head with an ax as to brand him a security risk.

REGARDING FEDERAL EMPLOYEES, what have we the right to expect of them?

Except in truly sensitive positions, approximately the same conduct, measured by the same standards, that is required of other men and women. Federal jobholders shouldn't steal, habitually get drunk, pass out secrets improperly. But they ought not to be required to meet an inhuman scale of values, exposed to disgrace and flagellation for occasional or trivial mistakes forgiven in other walks of life.

They shouldn't be exposed to peeping toms, gossip mongers, timid or vindictive politicians and self-described "tough" security officers.

No man, really, has a "right" to any particular job, in or out of the government: nearly everyone holds whatever job he may have as a privilege. But in private life, generally, he at least isn't spied on, automatically suspected, kicked out without grace or due process. He is judged objectively by his work—not by an elaborate system seeking to pry into his mind.

This is peculiarly the President's problem. He will never master it so long as he listens only to professional intelligence officers and—much worse—professional politicians seeking partisan advantage and feeding him justifying phrases.