

3-Day Brantford Walkout Wins Contract

Pact Breaks New Ground In Province

Brantford, Ont.—A pioneer picket line here last week established a pioneer contract.

The Guild strike against the 20,000-daily Brantford Expositor ended soon after the start of its fourth day and brought into being the Guild's first provincial daily newspaper contract in heavily-industrialized Ontario.

The settlement was ratified by strikers who met in early morning to hear a report of all-night bargaining sessions. They returned to work in mid-morning to help put out the Friday issue of the Expositor, whose Tuesday, Wednesday and Thursday issues had been lost because of the strike.

Almost every line of the settlement broke new ground in the provincial daily field.

Principal terms include: General salary increase of three percent as of signing date, another three percent on April 1, 1959, \$25 cash to each employee as retroactivity, rating adjustments for six of the 65 employees involved, standard Guild-Publisher rating machinery for all new employees.

Modified Guild shop, as agreed, provides for maintenance of membership for present members and Guild shop for all hired after signing date; voluntary, revocable checkoff is included.

A basic five-day, 37½-hour week, with time and one-half for overtime, is a sharp break from practice among provincial dailies, where working hours are traditionally bad.

Other contract features: grievance procedure with binding arbitration, severance pay, job security, seniority rights in economy dismissals, holiday and vacation pay, night differential, desk differential.

The Guild agreed to accept three contracts, covering its certified jurisdiction in editorial, circulation-mailing and business-advertising departments. The publisher has agreed that all Guild departments will come under a single agreement in its second contract.

Heavy labor support in this strongly-unionized city of 50,000 was evident from the outset of the Guild's first strike on a general Canadian daily in its ten-year history in this country.

Picket lines, on a 24-hour basis, were already beginning to fall into a routine pattern of labor support, with UAW, Steel, NABET, Brantford Labor Council and other union bodies supplying pickets for line duty.

ITU and Pressmen Union members, confronted with strong

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The GUILD REPORTER

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Fulton Stalls Bargaining, Pittsburgh Guild Strikes



Coffee Break: Pittsburgh Guildsmen relax over coffee and cigarettes after manning the picket line in the local's strike against the Pittsburgh Suburban Community Newspapers, a group of five weeklies owned by Congressman James G. Fulton. Standing is Helen Minear, executive secretary of the local. The strike is in its second week.

Pittsburgh, Pa.—Some 30 members of the Pittsburgh Guild marched into the second week of their strike against the Pittsburgh Suburban Community Newspapers as management of the chain continued to stall all efforts to settle the dispute.

James G. Fulton, Republican Congressman from the 27th District, who owns the group of five weeklies, recognized the Guild voluntarily last May 3 as bargaining representative of his employees. Since then, however, he has stymied any discussion of proposals for a first contract.

The strike followed the filing of charges by the Guild with the National Labor Relations Board accusing management of refusal to bargain and discrimination against employees for Guild activity.

Strike headquarters has been established at 2885 West Liberty Ave., Room 3, across the street from one of the two offices maintained by the chain.

A check for \$5,000 has been forwarded by ANG from the defense fund and other contributions have begun to come in from Guild locals across the continent.

Latest move toward a settlement came from a group of AFL Central Labor Union delegates, who have agreed to set up a committee to seek a solution of the dispute.

Earlier, a mediation session was arranged by one of Pittsburgh's top labor officials. At this meet-

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Stockton Settles Near Deadline

Stockton, Calif.—"One last" bargaining session has brought settlement of drawn-out negotiations between the Stockton Newspaper Guild and Stockton Record management, averting a threatened walkout by the Guild's 100 members.

Armed with a twice-tested mandate from the membership, the local's negotiating committee offered to meet a final time with Record co-publisher Irving L. Martin before calling the first strike in 21 years of bargaining history at the paper.

The meeting brought a counter-offer of a higher wage boost and agreement to take steps toward meeting other Guild demands for consideration at 1959 bargaining sessions.

The terms were accepted by the membership only after making certain that actual progress would be made in the 1959 negotiations

toward solving the Guild's problems.

The settlement resulted in wage increases ranging from \$3.50 to \$6 a week. The new contract calls for a \$2.50 to \$4.50 boost retroactive to April 1 and an additional \$1 and \$1.50 Jan. 1. This will bring the scale for reporters and display ad salesmen to \$134.50 after the first of the year.

Management also agreed to a definition of night work, making several additional classifications eligible for the differential.

Other major demands of the local included parity for women's page writers with reporters, parity between classified and display ad salesmen and a uniform five-day week for all employees. Martin agreed that "progress obviously can be made toward these goals and pledged to bring Stockton wage minimums to parity with nearby locals as rapidly as possible.

The local, assisted by Sam Eubanks, SFONG executive secretary, began negotiations last February. Management's initial offer was \$2.50 to \$4 in wages, nothing in other areas.

Following the September 4 strike vote and the subsequent referendum supporting it, International Representative Joe Campo assisted the local in its strike preparations.

Strike sanction had been

obtained from the ANG, and a check for \$10,000 was forwarded to the Stockton Guild treasury from the International Defense Fund.

Portland, Ore., Settles For \$6 In Wages, Benefits

Portland, Ore. — Tentative agreement on terms of a new contract between the Portland Guild and the Oregon Journal and Oregonian was reached last week end, after five negotiating sessions in which the Federal Mediation and Conciliation Service intervened.

The settlement averted a strike threat posed by an almost unanimous vote of the Guild membership, which had the backing of the Multnomah County Labor Council and the pledged support of the newspaper craft unions. ANG had granted strike sanction and augmented the local's defense fund with a check for \$15,000 from the international defense fund.

Draft language of the proposal, which the Guild negotiators agreed they would recommend to the membership, remained to be prepared as this edition of the Guild Reporter went to press. It was planned to submit the text to the local executive board and to the membership late this week.

The settlement provides money-

wise for a \$6 package, \$2 of which will be applied to wages and be retroactive to June 1. Management will pay \$4 per week per employee into a trust fund earmarked for health and welfare benefits. A joint committee of management and the Guild will administer the trust, the details of which remain to be worked out.

Improvements in many of the more than 20 issues listed as unsettled are also incorporated in the proposed settlement.

George Walker, assigned by the mediation service, sat with the opposing parties during the final week of bargaining. International Representative Joseph L. Campo, who had attended a dozen negotiating meetings last May and June when the proposals were first considered, again aided the local committee during the period of the strike vote and settlement meetings.

The local committee included William Logan, Local President Bob Schults and J. Lynn Wykoff, local secretary-treasurer.

NLRB Orders Ad Commissions Restored

The National Labor Relations Board has reversed a trial examiner's findings and held that the abolishing of commissions of classified salesmen during the term of a contract constitutes an unfair labor practice within the purview of the Labor Management Relations (Taft-Hartley) Act.

The case arose out of a complaint filed with the Board by Albany Newspaper Guild against the Knickerbocker News.

Text of the Board's Decision and Order appears on Page 3. Comments on the decision by ANG Counsel Irving Leuchter appear on Page 7.

The Guild Reporter

CHARLES E. CRISSEY, Editor

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Manpower Showdown

From both Ohio and California come reports that voter registration for the November elections has exceeded all previous levels. This is excellent news for those who really believe in democracy, and a gloomy portent for those who use lapses in the democratic process for their own political machinations.

It is clear in both States what has caused the unusual interest in an election which has no presidential overtones.

In California U. S. Senator William F. Knowland has chosen to make his principal bid for the governorship on the issue of a mislabeled "right to work" proposal. In Ohio the voters face the same issue in the form of a referendum, sponsored by traditional foes of organized labor, but not linked directly to the personal fortunes of any candidate.

Organized labor's opposition has been thoroughly aroused, and has achieved working effectiveness in both areas, if the registration figures are a guide, and they have been proved a reliable index in past years. It's a political maxim that the American public can be counted on to flock to the polls to vote against something or someone; whereas support of a candidate or a proposal is likely to be left to the mythical Georges, and the hard core of the partisan faithful.

California has long been a baffling cross-hatch of politics, as to adherence to party lines; while in Ohio the question carries no party label. There is therefore the interesting possibility that in both States the "right to work" issue may be settled on its own merits.

Particularly in Ohio, reports have it, there is much high-level debate, before audiences that do not ordinarily take part in politics but who are seemingly concerned with arriving at an honest enlightened viewpoint. Labor has everything to gain from such an approach to the problem.

There has, on the contrary, been some desperate muddying of the water on the west coast; but here too there can be reliance on the inherent good sense of an informed electorate.

If observers on the scene are right in their forecasts, and Knowland is beaten next month because he espoused a proposal to emasculate labor unions, it may be many a year before another candidate will be rash enough to make a similar attempt.

And if the "anti" vote in Ohio makes itself unmistakably vocal against the same proposal in referendum form, that result too may deter the enemies of labor elsewhere from trying this non-toe-subtle tactic.

There's an old saying in a strike situation that applies to some degree. Management, say the strikers, may have the money, but the union has the manpower. Union manpower in both California and Ohio has an opportunity next month to demonstrate how the axiom works in a political showdown.

Thanks

To John M. Barry, assistant editor; Maxwell E. H. Pyle, of the research and information staff; and Joseph G. Colangelo, international representative, go king-size expressions of thanks for their able help in putting out the August and September issues of the Guild Reporter during the absence, due to illness, of the editor.

The editor returned to work this week after a bout with surgery, in August, and a sneak attack of Asian flu, late in September.

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Labor's Lighter Side

By LES FINNEGAN
Washington Guild

—IN CHICAGO, a shorter workweek—reduced from seven days a week to six—for midwest strip-teasers was voted down at a meeting of the American Guild of Variety Artists AFL-CIO. Nearly 700 strippers agreed with recommendations of their union leaders that the shorter workweek should be deferred until business picks up.

—IN NEW YORK CITY, the nearest a unionist has ever come to winning a seat on the RCA Board of Directors almost caught Brigadier General David Sarnoff, board director, off guard. A shareholder who said he owned 10 shares of stock rose unexpectedly at the company's annual meeting and nominated Elvis Presley to the Board of Directors. Sarnoff was almost floored but recovered fast enough to inquire whether the stockholder had discussed the idea first with Presley. No, he hadn't, the stockholder confessed, but "in view of all the money Presley has made for National Broadcasting Co. (and RCA subsidiary), I am sure that he would be happy to run." The flabbergasted Sarnoff noted that Presley, a member of five AFL-CIO entertainment unions, is now in the Army and then quickly ruled the nomination out of order.

—IN LONDON, ENGLAND, leaders of the recent bus drivers' walkout were incredulous at a unique strikebreaking proposal made to the union men. Boxing promoter Jack Solomon offered the strikers free tickets to the British heavyweight title fight between Champion Joe Erskine and Brian London—if they went back to work before the night of the fight.

—IN WASHINGTON, D. C., the Labor Department announced that henceforth the U. S. Government will not consider a worker an executive unless he makes at least \$80-a-week. The previous figure was \$55. There will be two exceptions to the rule. In Puerto Rico and the Virgin Islands you can be an executive if you make only \$55-a-week. The old rate was \$30.

—IN VIENNA, AUSTRIA, the strangest sympathy strikes in the history of the Austrian labor movement followed a decision by 1500 resident doctors in 24 hospitals to "down" their stethoscopes. The first sympathy strike came when the city's veterinarians walked out leaving the town's poisons to fend for themselves. The second and most extraordinary action occurred when bed patients in one hospital announced support of the doctors by means of a hunger strike.

—IN NEW YORK CITY, the children of big business executives and the kids-who-have-everything won't experience any hardships this year because of the recession, the Wall Street Journal hinted. In fact, for the look-loaded kids, according to the Journal, next Christmas will bring a new kind of toy—a seven-foot-high dinosaur priced at \$325.

—IN SYDNEY, AUSTRALIA, union barbers and bartenders found themselves working side by side in the country's first "dip 'n' clip joint." Located in a downtown hotel, the unique establishment offers four barber chairs and, for those who must wait for their haircuts or shaves, a comely union barmaid ready to dispense scotch, bourbon or beer.

Buying Answers: Food Bills, Hearing Aids, Encyclopedias

By SIDNEY MARGOLIS
Guild Reporter Consumer Expert

CUTTING FOOD BILLS: "My husband says I spend too much for groceries. Can you tell me where to write for a Government booklet with low-cost menus?"—Mrs. M. L., Portland, Ore.

Answer: An excellent booklet is available for 25 cents from the Superintendent of Documents, Government Printing Office, Washington 25, D. C. It's called *Family Fare: Food Management & Recipes* (Bulletin No. 1).

This year it takes about \$1.30 per person a day to feed a family. If all meals are eaten at home, or about 29 per cent of a typical family's income.

If you can beat that figure you're doing well. Especially watch spending for meat, which takes 25 per cent of the average person's food dollar, and for commercial desserts. Too, in these days of semi-prepared and ready-cooked groceries, the more time you can invest in home preparation, the more you will save.

HEARING AIDS: "I am in need of a hearing aid but am confused as to how much I should pay for one. Some firms say you get just what you pay for. Some say \$50, some \$200, one outfit says you have to pay \$375 to hear plainly and not just sounds."—W.F.O.L., Albany, N. Y.

Mr. E. F. of Farmingdale, N. Y., also asks for information on the difference in prices of hearing aids.

Answer: The truth is, you do not get just what you pay for in hearing aids, or in many other types of merchandise either. Mrs. Eleanor Ronnel, administra-

tive director of the League for the Hard of Hearing, advises that before buying an aid, you try out various makes at an audiology clinic.

Many hospitals have such hearing-aid evaluation clinics. So do League chapters in the larger cities. Chapters that don't have clinics can refer you to one. Your local board of health also can suggest a clinic.

The clinic will test you to see which make you hear best with, regardless of price. Often the Zenith, at \$100 or less, is found to be as good as those in the \$250-\$300 bracket.

After the most suitable aid is determined, the clinic will advise on where it can be bought locally, original cost, the cost of upkeep (just as important as the original cost), your guarantee rights and what to expect from the aid.

Except for Zenith, most hearing aids cost between \$250 and \$300. The "3375" you quote may include extras. Hearing-aid dealers often try to sell you extra accessories just as car dealers do. It would be advisable first to get professional guidance as to whether you actually need the extras.

Binaural hearing aids, which provide an aid for each ear, are desirable for many people, and do cost more. Mrs. Ronnel reports. These are especially popular with eyeglass-type hearing aids. Binaural aids generally cost one and three-quarters times the price of an individual aid. Basic price of eyeglass hearing aids is \$150 up.

Mrs. Ronnel warns that you should compare different aids under the same circumstances, and not try one brand in a quiet room and another under noisier circumstances.

You can write to the American Hearing Society, 1800 H St., Washington 5, D. C., for a list of helpful booklets on choosing and using aids. The League for the Hard of Hearing, 480 Lexington Ave., New York 17, N. Y., has a booklet for 25 cents called *How to Help the Hard-of-Hearing Child in Your Classroom*, which is helpful to adults too.

ENCYCLOPEDIAS: Would you write a column on children's encyclopedias? We may buy one for Christmas. Some of our friends have *The Book of Knowledge*, others have the *Britannica*. Is it best to buy the whole set at once and pay a carrying charge?—Mrs. E. P. W., Litchfield, Conn.

Answer: This department generally finds most librarians consider *World Book* and *Compton's* most suitable for children. Some feel that *World Book* contains more of the things children want to know and has a livelier format, while *Compton's* has fewer but longer articles and will last longer as a reference tool. Both are considered useful to a child from fifth grade through junior high school. *Britannica Junior* is considered to appeal more to very young children. *The Book of Knowledge* is arranged more to encourage general reading than for use as a reference tool.

Both *Britannica Junior* and *Book of Knowledge* cost much more than *Compton's* and *World Book*. The latter is least expensive of all. You will pay about eight to nine per cent more for an encyclopedia bought on installments. Prices run from \$109 to \$225, depending on the set, binding and extra "services" offered with the sets. You also may be able to locate a second-hand set locally at a saving.

Beware of the "hard sell" practiced by many encyclopedia companies and their salesmen. For one thing, encyclopedia salesmen are generally trained to divert you from questions about price until the end of their sales talk.

Another often-used device is the telephone call to prospects informing them they have been "specially selected" to receive a "free" set of encyclopedias if they will allow the representative to call. When the salesman arrives, he implies that you will get the encyclopedias "free" if you pay for the extras, such as an additional set of reference books, supplements, bookcases, etc.

Such "extras" can run the cost up to as much as \$400, the Atlanta, Ga., Better Business Bureau recently warned, and, of course, you are not getting anything "free."

The Federal Trade Commission recently charged that the publishers of *Britannica* had misrepresented that the set was offered at a bargain price for a limited time only. The purported bargain, whether just for the set or for the various combinations and extras *Britannica* tends to promote, are merely the regular prices, the FTC said.

An FTC complaint against Sears Roebuck last Spring charged that the special offer for its encyclopedias, which cost as much as \$378.50 for a package deal including a coffee table, is only the regular price available to anyone.

A Chicago company which sells the *Universal World Reference Encyclopedia* has been charged with misrepresenting that its set was thrown in free with the purchase of supplements.

AMONG OURSELVES

Jack W. Lusk, former bureau manager for NEA in San Francisco has been named advertising manager of the San Francisco Daily Commercial.

Joyce L. Wilson, has left the staff of the Buffalo Courier-Express to study at the Columbia University Graduate School of Journalism.

Charles A. Ball, Brockton Guild vice president has moved over to the Boston Herald-Traveler. C. Edward Wagner also of the Brockton Enterprise-Times is now publicity director of Stonehill College, Kennebunk, Me., summer replacement on the same paper left for Columbia School of Journalism. Replacements for the three are: Horace D. Perkins, Reginald Cox and William A. Loughlin, Jr.

Bertha A. Peppard, one of the Guild's oldest active members, was given a surprise testimonial by her colleagues at the Boston Globe on her 87th birthday. Among the several gifts given her was a bottle of 87-proof hand lotion. Miss Peppard has been associated with the Globe for 50 years, the last 14 of which she has been Protestant Church editor. She was an Episcopal missionary in China from 1916 through 1921.

Daniel Bell of the New York Guild has resigned from the staff of Fortune magazine, where he has been an associate editor. During a year under a fellowship at the Center for Advanced Studies and Behavioral Sciences at Palo Alto, Calif., he will complete a book on communism in the American labor movement. In September 1959 he will become a professor of sociology at Columbia University where he has held a lectureship since 1952.

SOUP TO NONSENSE

You're Fenced In!

By JANE GOODSELL
Portland, Ore., Guild

The thing about living in a family is that you are surrounded almost constantly by people who know all about you.

They know that you wear size 8AA shoes, that eating strawberries gives you a rash on your tummy, that you sometimes snore and that you have a corn on the little toe of your left foot.

Your nearest and dearest have the goods on you.

Oh, they like you well enough. In fact, they probably adore you. But they consider you about as complex a personality as Little Red Riding Hood. They've seen you in tears, hysterics, pin curls and your old flannel bathrobe. They know you—or think they know you—like the palms of their hands.

They have you type-twice. Because you have twice, during 20 years of driving, nicked the fenders while backing the car out of the garage, you are—to hear them tell it—"always banging up the car."

If you switch a couple of chairs around every few years, you are "forever moving all the furniture around."

In an environment like this, your personality has about as much chance to develop as a petunia has to flourish in concrete. Any attempts to display a slightly different version of YOU are greeted with guffaws or raised eyebrows.

Try buying a new hat that isn't exactly like all your old hats, and they proclaim that "It isn't your type at all. It doesn't look a bit like you."

Even when they don't say anything, the mere presence of one's relatives is as inhibiting as a vice squad at a burlesque show.

Oh, not that you intend to cut loose and dance around with a lampshade on your head or anything like that! But sometimes you'd like to ex-p-a-n-d a little, and show off a different side of your personality than the one you customarily exhibit at the kitchen sink and the neighborhood supermarket.

Say, you are at a party, all dressed up in shimmering satin, Hot Pink nail polish and smelling of Indiscreet. You think you look like Audrey Hepburn, and you'd like to try acting like her.

You're licked before you start because there is a certain gentleman present who knows that one of your shoulder straps is fastened with the baby's diaper pin. Things like that take the starch out of you.

Or maybe you and your husband are dining with an alarmingly intellectual couple on whom you'd like to make a good impression. It would be perfectly simple to toss off a statement such as: "When I was in bed last night reading one of Emerson's essays..."

Or it would be a simple matter to chat straight across from you sits your husband, who knows that what you were actually reading in bed last night was "The Case of the Chorus Girl's Legs."

Of course he might not double-cross you, but the thing is, you can't be sure. I suspect that husbands feel equally crowded by their wives—those creatures who habitually refer to an isolated incident that occurred 15 years ago as "the silly way you act when you go to a convention."

Must Bargain On Cuts In Commissions—NLRB

(Continued from Page 3)

In February 1957, while the recent contract was in effect, the Respondent unilaterally announced that its solicitors would no longer be paid commissions. The Union requested that the commissions be restored and objected to the Respondent's action because it did not consult the Union. The Respondent replied that the subject matter of commissions was exclusively within the prerogative of management and refused to discuss it further. Thereafter, the Union filed its charge herein.

The Trial Examiner found that the parties were in agreement at the time the contract was signed that the subject of commissions was not included within the scope of the clause covering basic salaries and that "the practice of commissions was within the unilateral control of the Respondent and would continue while the contract was in force..." Accordingly, he further found that the Respondent did not violate the Act, as there was "no legal obligation upon the Respondent during the term of the contract to bargain collectively with the Guild with respect to its abolishment of the commission system before it was put in effect" as the Union "bargained away any right it had to reopen negotiations with respect to 'commissions' during the term of the contract..."

We do not agree with the Trial Examiner that in these circumstances the Respondent did not violate the Act by unilaterally abolishing its commission system. It is well-established Board precedent that, although a subject has been discussed in pre-contract negotiations and has not been specifically covered in the resulting contract, the employer violates Section 8 (a) (5) of the Act, if during the contract term he refuses to bargain, or take unilateral action with respect to the particular subject, unless it can be said from an evaluation of the prior negotiations that the matter was "fully discussed" or "consciously explored" and the union "consciously yielded" or clearly and unmistakably waived its interest in the matter.

To hold that, without regard to the nature of pre-contract negotiations, the mere discussion of a subject not specifically covered in the resulting contract removes the matter from the realm of collective bargaining during the contract term would be to place a premium (a) upon an employer's ability to avoid having the subject included in the contract, despite his knowledge of the union's position that it was a bargainable matter and not within his unilateral control; and (b) upon the union's ability to have the subject specifically referred to in the contract by engaging—if necessary—in a strike.

Such a doctrine would inevitably result in increasing the area of potential conflict in the interests of the parties at the bargaining table. Thus, the union would feel constrained to refrain from raising questions on which it feared agreement might not be reached lest it be held to have bargained away its interest thereon. However, unless the union was possessed of some special prescience, its estimate of the importance of certain matters might well be erroneous and these would remain unresolved—possibly to the parties during the contract term. On the other hand, the employer would be encouraged to raise all conceivable issues and then to resist their inclusion in the contract, in order to retain the right of unilateral action; this, in turn, would require that, once a subject was mentioned, the union take an adamant position in insisting upon its inclusion. But, many of the questions thus raised might otherwise never have been in issue if the parties were permitted to await the events giving rise to their importance. By encouraging the union to seek an inadequate agreement or requiring inclusion in the agreement of all these matters, many of which might be only of contingent significance at the time of negotiation, a needless impediment would be placed in the way of successful collective bargaining.

Adoption of such an inflexible approach to labor relations—which, in determining an employer's obligations, would look almost exclusively to whether a particular subject was specifically included in the contract—would be tantamount to equating a trade agreement to an ordinary private commercial contract. It would completely disregard the familiar concept of collective bargaining as a continuing and developing process by which the relationship between an employer and the representative of his employees is to be molded. Moreover, it would accord no recognition at all to "the general purpose of the Act, which is to require employers to bargain as to employee demands whenever made to the end that industrial disputes may be resolved peacefully without resort to drastic measures likely to have an injurious effect upon commerce..."

The Board's most recent decision involving the specific issue raised herein, viz., the right of an employer to take unilateral action during the contract term with respect to a subject matter discussed at bargaining negotiations but not covered by the contract, is the *Spindel* case. There, the company had been paying annual bonuses to its employees for many years. Each time a bonus was paid, the company announced that the payment was voluntary and was not to be construed as establishing a precedent. The company's announced attitude in this respect had never been challenged either

by the union or the employees. However, in the course of bargaining negotiations preceding one of the most recent contracts the union proposed the inclusion of a so-called "Maintenance of Privileges" clause. The company rejected the clause because it was fearful that the terms of the clause were broad enough to include the subject of bonuses and would make this matter a contractual obligation. In rejecting the clause the company representative in effect reiterated the company's past position that this subject was a matter of "management prerogative." The contract which was executed by the parties did not contain a "Maintenance of Privileges" clause in any form.

The Board found that the company did not violate Section 8 (a) (5) by taking unilateral action with respect to bonuses during the contract term because, although the Board will not readily infer a waiver of statutory bargaining rights, the preceding bargaining negotiations manifested a clear understanding between the parties that this subject would remain a "management prerogative" and the union thereby bargained away or waived its interest in the matter of bonuses. In so finding, the Board pointed out that the union did not comment on the company's interpretation of the proposed clause or upon its "management prerogative" position nor did the union offer to explain what subjects it considered the clause covered; bargaining position which was that it understood that the proposed clause covered bonuses and that it was adhering to its past position that bonuses were matters of "management prerogative," the union's complete silence and its failure at any time thereafter to contradict the company's interpretation of the clause must be taken to mean that the union acquiesced in the company's understanding that it was highly significant that the contract was eventually signed did not contain the proposed clause; and that the union's action in negotiating the next year in submitting a written demand clearly indicating that the "Maintenance of Privileges"

agreement on the "opposite" of the proposal.

(a) The decision indicates that statements for the record, showing the purpose of the proposal and the reason for withdrawal, will avoid the inference that withdrawal constitutes agreement to the contrary of the proposal. (Although in this case oral statements were sufficient for the purpose, it may frequently be difficult to prove such statements at a later date. Oral statements are subject to the distortion of individual memories and to the unavailability of the individuals with knowledge of them. Therefore, it is advisable that such statements be made in writing and a copy maintained in the local files.)

(b) The NLRB has spelled out the harmful rigidities and limitations which are imposed on collective bargaining by "unachieved demand" interpretations. These factors should induce arbitrators to approach contract interpretations based on the "unachieved demand" with great caution.

Leuchter's Comments On Board Ruling

The NLRB decision in the Albany Knickerbocker News case has underlined the value of properly disposing of unachieved bargaining demands. ANG Counsel Irving Leuchter observed in a memorandum commenting on the decision.

Text of Leuchter's comments: The NLRB decided that an agreement that commissions were not guaranteed against pay cuts would not permit the employer unilaterally to eliminate commissions without first bargaining with the Guild.

The NLRB held that the agreement that commissions were not guaranteed was not an agreement that the employer might adjust commissions without bargaining.

In so deciding, the Board gave great weight to statements made by Guild negotiators in withdrawing their proposals for guaranteeing commissions that they did not agree that setting commissions was an exclusive management prerogative. In any opin-

ion, the same conclusion would follow as a matter of logic, but there is no assurance that the Board would have so found in the absence of such statements. The Board's decision is an important one on the question of the effect of withdrawal of a subject specifically disposed of by contract decision. The Board has held that the mere introduction of a subject to bargaining, and the subsequent conclusion of contract which does not expressly cover the subject, does not give the employer unilateral control over that subject during the term of bargaining. In order to give an employer such unilateral control, the clause of bargaining must clearly indicate an agreement that the employer has unilateral control over that subject during the term of bargaining. This conclusion can be avoided by appropriate statements for the record, as in this case.

The Board's decision will also have an important impact on the occasional practice of interpreting contracts by implying that an unachieved demand amounts to

Local Copy

A PAGE FOR OFFICERS AND STEWARDS

clause then proposed did not cover bonuses, indicated a continued acquiescence in the company's "management prerogative" position on bonuses.

The factual situations and the negotiating patterns of both *Spindel* and the instant case seem rather similar and in both the particular subject matter discussed in negotiations preceding execution of the specific contract was not—at the particular employer's insistence—referred to or included in the contract. However, certain salient differences are readily apparent. Thus, here, the Union throughout the years at least implicitly challenged the Respondent's "management prerogative" position by continuing to seek a clause which would guarantee against commission cuts. And, in the final critical negotiating session, the Union did not fail to comment upon, nor did it maintain complete silence with respect to, or fail to contradict, the Company's reiteration of its previous position that commissions were matters of "management prerogative." On the contrary, the Union expressly agreed with the Company's position and stated that, while it would not press its proposal for incorporation of the then existing commission system into the contract in light of the Company's declaration that it contemplated no change in commissions, it reserved the right to take legal action if the Company should unilaterally change the commission system.

In these circumstances, and particularly in the light of the specific reservation taken by the Union at the final negotiating session we cannot find, as did the Trial Examiner, that the parties were in agreement at the time the current contract was signed that "the practice of commissions was within the unilateral control of the Respondent and would continue while the contract was in force..." Nor can we find, as in *Spindel*, a clear understand-

ing between the parties that this subject would remain a "management prerogative" and the Union thereby bargained away or waived its interest in the matter of commissions.

In view of the foregoing, we find that the Respondent by unilaterally terminating commission rates of the employees represented by the Union violated Section 8 (a) (5) and (1) of the Act.

The effect of the unfair labor practices upon commerce

The activities of the Respondent as set forth above, occurring in connection with the operations of the Respondent described in the Intermediate Report, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

The remedy

Having found that the Respondent engaged in certain unfair labor practices, we shall order that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act. By unilaterally terminating its established practice of paying commissions to its classified telephone solicitors without first bargaining with the Union, the Respondent unlawfully removed the subject from the field of collective bargaining and substantially changed the basis upon which negotiations could proceed. In the circumstances, in order to effectuate the policies of the Act and to prevent the Respondent from benefiting from its unfair labor practices, we shall direct the Respondent to restore the situation obtaining before it took unilateral action by re-establishing its practice of paying classified telephone solicitors commissions at the rates which were in effect on February 1, 1957. Nothing herein, however, shall be taken to diminish the benefits received by the solicitors as a result of the Respondent's unilateral action.

Conclusions of law

1. The Respondent, the Press Company, Incorporated, is engaged in commerce within the meaning of the Act.

2. Newspaper Guild of Albany, Local 34, American Newspaper Guild, AFL-CIO, is a labor organization within the meaning of Section 2 (5) of the Act.

3. Certain employees of the Respondent, including classified telephone solicitors, as set forth in the contract between the Respondent and the Union, effective May 1, 1956, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

4. The aforesaid labor organization, at all times material herein, was and has been the exclusive representative of all employees in such unit for the purposes of collective bargaining within the meaning of Section 9 (a) of the Act.

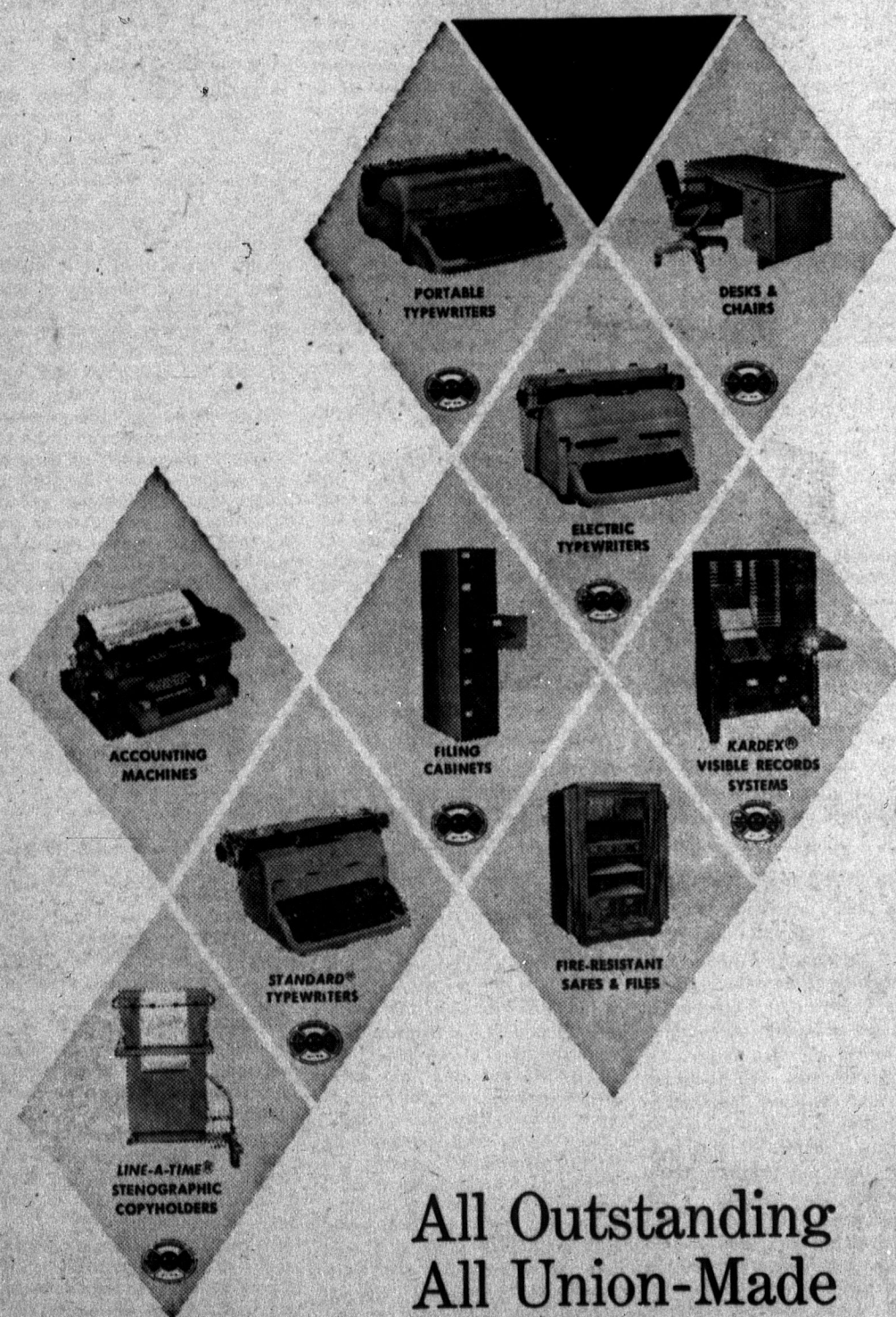
5. By unilaterally terminating commission rates of the classified telephone solicitors, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) of the Act.

(Continued on Page 8)



Mexican Visitors: Distaff members of Confederacion de Trabajadores de Mejico, (Mexican counterpart of the AFL-CIO), visit ANG where they are shown in the Heywood Brown Room having the Guild explained to them by Yetta Riesel of the ANG Re-

search & Information Department. (Seated second from right). Their tour of the U.S. is sponsored by the International Cooperation Administration. Standing at extreme right is Frances Hapgood, Portland, Me. Guild who is acting as their guide.



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Unilaterally Cutting Commissions Illegal

(Continued from Page 7)
in the meaning of Section 8 (a) (5) of the Act.

6. By the aforementioned conduct, the Respondent has interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act and has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.

7. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

ORDER

Upon the entire record in this case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, The Press Company, Incorporated, Albany, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Unilaterally terminating or changing commission rates or any other condition of employment of its classified telephone solicitors or any other employees in the appropriate unit without bargaining collectively with Newspaper Guild of Albany, Local 34, American Newspaper Guild, AFL-CIO;

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist Newspaper Guild of Albany, Local 34, American Newspaper Guild, AFL-CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection,

and to refrain from any or all of such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8 (a) (3) of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Restore the practice of paying to its classified telephone solicitors commissions at the rates which were in effect on February 1, 1957;

(b) Bargain collectively with Newspaper Guild of Albany, Local 34, American Newspaper Guild, AFL-CIO, concerning the termination or change of commission rates or any other condition of employment;

(c) Post in conspicuous places at its plant, including all places where notices to employees are customarily posted, copies of the notice . . . (of compliance). Copies of said notice, to be furnished by the Regional Director for the Second Region, shall, after being duly signed by the Respondent's representative, be posted by it immediately upon receipt thereof, and maintained by it for at least sixty (60) consecutive days thereafter. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(d) Notify the Regional Director for the Second Region, in writing, within ten (10) days from the date of this Order, as to what steps the Respondent has taken to comply herewith.

Philip Ray Rodgers, Member
Joseph Alton Jenkins, Member
John H. Fanning, Member
NATIONAL LABOR
RELATIONS BOARD

Hearst California Papers Back Brown vs. Knowland

Los Angeles, Calif.—The campaign of Republican Senator William Knowland for the governorship of California received another setback when the Hearst newspapers in Los Angeles and San Francisco came out in support of his Democratic opponent Edmund G. Brown.

The previous setback resulted from the recent disclosure by the New York Times that the senator's wife Mrs. Helen Knowland had sought and endorsed wide circulation of a pamphlet authored by Joseph Kamp, notorious pro-Fascist and anti-Semite. (Guild Reporter September 26.)

Knowland, an ultra-conservative has based most of his campaign on attacks against "labor bosses, socialism" and has backed

the proposed "right-to-work" law for California.

Biggest supporter of the senator is the Los Angeles Times, run by the Norman Chandler family. The Times is completely unorganized.

Erratum

Philadelphia, Pa.—The last issue of the Guild Reporter carried a story in which it was stated that Richard Fishel, advertising salesman on the Inquirer, had been made advertising director of the Philadelphia News.

The information on which the story was based has proved incorrect. Mr. Fishel has been hired as a display advertising salesman by the News to concentrate on department stores.

Guild BOOKSHELF

ONCE OVER DEADLY, a mystery by Ed. McNamara. Abner Schuman, London and New York.

Ed. McNamara, N.Y. Guild member, former chairman of the R. A., Times unit, Executive Board member and staff member has turned from more serious writing to his first whodunit.

Once Over Deadly while a short mystery, (170 pp.) is an engrossing one.

The male divorced half of a dance team pays his daughter and ex-wife in an old mansion in which she conducts a dance school. Two murders take place and he becomes the number one suspect of a young, ambitious lieutenant who is trying to displace the old chief whose hunch is that the ex-husband is innocent.

It ends up as all whodunits should with the dancer exonerated and the old chief holding his job.

—JGC