

Second Referendum Receives Support From Twelve Locals



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171 Jobless As Hearst Merges Boston Papers

Boston, Mass.—One hundred and seventy-one newspaper employees have already lost their jobs and more than 50 others are expected to be ousted as the result of the merger of the Hearst Record, morning, and the American, evening, into a single newspaper, the Record-American.

The new paper, whose first edition was issued Sunday, Oct. 1, is mainly a morning newspaper, with two evening editions hitting the streets about 3 p.m. and 6 p.m.

Six out of 220 in Guild jurisdiction—which includes advertising, business, circulation, maintenance and miscellaneous (composing room helpers) departments—were given notices.

Two of them were messengers in the advertising department, with four days and two weeks respectively on their jobs, and the third was a general clerk in the accounting department with less than three months' service.

Armed with a strong seniority provision in the Guild contract which covered both papers and the Hearst Sunday Advertiser, as well, the Guild persuaded management to cancel the lay-off of one of the remaining three—a circulation district supervisor with 19 years' service—and to offer other jobs to two displaced circulation clerks, one of whom has 31 years of service, the other 10.

Negotiations are still continuing, however, on one of these jobs. John Cort is the Boston Guild's administrative secretary. ANG International Representative Ed Allen has been assisting the local.

Sixty-nine employees lost their jobs in the editorial department. They were members of an AFL-CIO federal local whose contract calls for seniority in lay-offs "as far as practicable." Many members were laid off or downgraded outside of seniority.

The Guild contract calls for "first consideration" for seniority, with the Guild holding the express right to challenge management's judgment before an arbitrator.

The Typographical Union lost 74 jobs, the mailers 20, the stereotypers five, the photogravers three. The drivers expect, an official said, to lose more than 50 when the new operation shakes down. The pressmen also expect, they indicate, to lose work on several presses.

In explaining the combination to union leaders, management said, "It has been increasingly difficult to continue publication of two separate and distinct newspapers every day. . . . There is no other city in the United States where each of three publishing companies endeavors to publish two separate daily newspapers and then tries to secure enough revenue to offset enormous production and distribution expenses of maintaining both daily newspapers."

Toronto Adds Telegram Promotion; Guild Wins At San Juan, P.R., Star

Toronto, Ont.—The Telegram has granted the Toronto Newspaper Guild recognition as bargaining agent for its promotion department.

The action of Publisher John Bassett came in the wake of an organizing drive in which over 70 percent of the employees in the 22-member department signed Guild cards.

The committee is presently drafting contract proposals. Working on this project with TNG Executive Secretary Robert H. Buchanan was Motley Kells, Ann Kemp and Ed Cowan with Tom Rogers serving as an alternate.

While steps have been taken to get to the bargaining table as soon as possible, TNG has, nevertheless, made formal application to the Ontario Labor Relations

Board to establish legal rights as bargaining agent.

With the promotion department moving into the Guild, the only unorganized department remaining in The Telegram is the business office.

TNG represents by contract over 600 employees in the newspaper's editorial, advertising, circulation and maintenance departments. International Representative Fred Jones was in charge of the campaign.

San Juan, Puerto Rico.—By a vote of 35 to 14, employees of the editorial (including full-time correspondents), advertising, inside circulation, general and administrative departments of the San Juan Star have chosen the American Newspaper Guild as their bargaining agent.

There were no challenges at the election October 5.

About sixty employees are involved.



Newcomers: Michael Mastrullo, left, Cincinnati, and George Muldowney, Wire Service, new vice presidents at large, will join thirteen other members of the IEB, when it meets, Oct. 23-26. All 15 were chosen by unopposed nomination at the Vancouver convention last July.

Defender Blocks Pay

Chicago, Ill.—Defender Publisher John Sengstacke is determined to block Defender Guildsmen from their rights to unemployment compensation.

Sengstacke has appealed the state unemployment compensation board's ruling that the publisher's "offer of employment" to various Defender pickets did not constitute appropriate employment and that, therefore, the

pickets still were entitled to unemployment compensation.

The appeal has effectively blocked payment to the Guildsmen who have been picketing the Defender since April 16.

First of the cases were to be heard this week after the newspaper's attorney sought, and received, a postponement from the middle of September.

Meanwhile, Defender Guildsmen have stepped up their activities against the scab-produced Negro daily on Chicago's South Side.

Thousands of leaflets were distributed by picketing Guildsmen at a Defender-sponsored Home Show in the International Amphitheater.

Attendance at the event was cut at least one-third, according to Guildsmen who, in prior years, had worked at the show.

Handbills are being distributed in area shopping centers on weekends and demonstrations in front of the plant are being held at least weekly.

Sengstacke's political connections have made it possible for him to surround his plant with uniformed police when more than the regular four pickets show up on the line.

Pickets, however, march around the building in orderly fashion. Police "regulations" concerning picketing have been ignored, however.

There have been no arrests.

Six States, Province In Endorsements

When the ANG International Executive Board assembles in Washington, October 23 for its meeting, it will have before it two referendum proposals dealing with Vancouver Convention action extending international benefits to Portland, Ore., to August 11 and terminating them on that date.

The IEB already has received from 12 locals in six states and one Canadian province seconds to the referendum initiated by the Albany local which would uphold the convention action and provide "that at no time shall any Guild funds be expended, directly or indirectly, to employed members not locked out or on strike."

Constitutional limit for seconds to the Albany proposal (GR, Sept. 22)—30 days—will be October 22.

Before the IEB, also, will be earlier resolutions proposed by Buffalo and Boston (GR, Aug. 25, Sept. 8 and Sept. 22) which would change the convention decision and extend benefits to December 1. The IEB has received 23 seconds.

The IEB also will have before it a point of order raised against the constitutionality of the Albany proposal by the Portland Referendum Committee headed by Barney Peterson, San Francisco-Oakland (GR, Sept. 22).

The convention action on the Portland benefits matter came on a roll call, with a 253 to 151 vote for the August 11 termination.

The Albany referendum has been seconded by the following locals which have notified the IEB of their actions:

Chicago
Wilkes-Barre
Scranton
Cincinnati
New York
Indianapolis
Pittsburgh
Memphis
Ottawa
Lehigh Valley
Toledo
Philadelphia

The Buffalo-Boston referendum proposal has been seconded by these locals as reported to the IEB:

Sacramento
Knoxville
San Diego
Salem

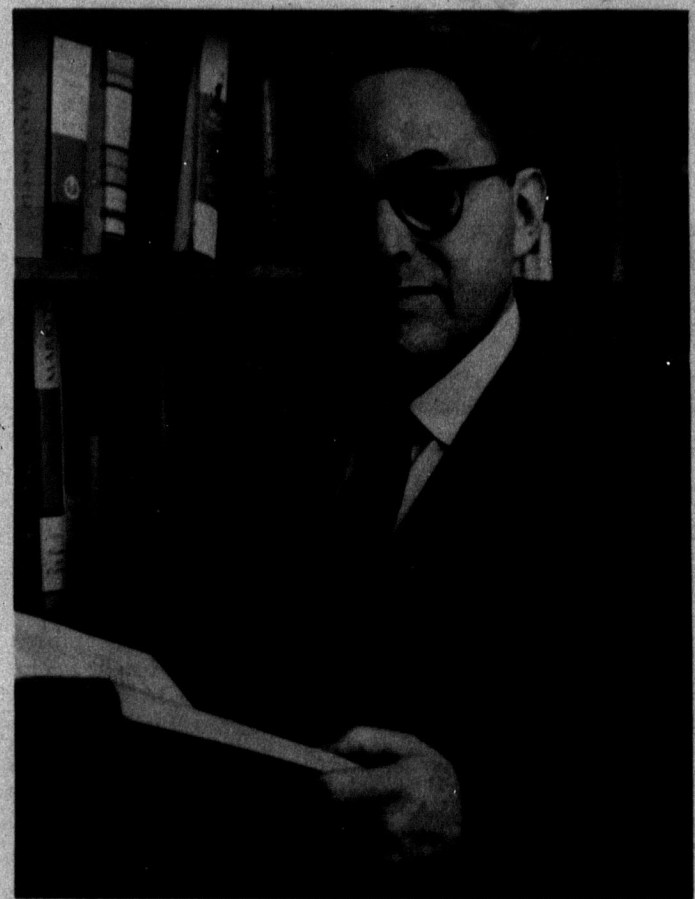
(Continued on Page 3)

Egan Ill

Missing from the October meeting of the IEB will be Vice President James B. Egan of New York.

Egan, of the World-Telegram & Sun, has been ill and has been advised by his physician to take things easy until he finishes convalescing.

Management's objections range
(Continued on Page 4)



JACOB SCHER
Disproved An Old Saying

Jacob Scher, Who Fought For Press Freedom, Dies

Chicago, Ill.—Jacob Scher, former Chicago Guildsman, professor of journalism at Northwestern University and one of the nation's leading authorities on the law of the press, is dead.

Scher, 52, a victim of cancer, joined the Guild in 1942, while he was a writer on the Chicago Times. He later transferred to the Sun-Times as a copywriter. In 1947 he began teaching journalism at Northwestern's Medill School of Journalism at Evanston, Ill.

During his time as an active Guildsman, he was a member of the local executive board, chairman of the Times unit and served as delegate to the American Newspaper Guild convention in Sioux City in 1947.

While associate professor at Northwestern, in 1952, he served as one of the judges for ANG's Heywood Brown Award.

Scher dispensed the old saying, "If you can't do it, teach." A 1931 graduate of the University of Illinois' Law School, he practiced law in Chicago before entering newspaper work with the United Press in the early 1940s.

He continued his career in journalism in various editorial capacities, working for the Chicago American, the Oakland Tribune, the Nashville Tennessean, and the Chicago Sun and Chicago City News Bureau, in addition to the Times and Sun-Times.

The free flow of information to the public became Scher's crusade.

Serving as counsel to the House Subcommittee on Government Information, he carried on his fight against secrecy in government.

Largely, as a result of his labors, the first freedom of information bill, correcting a restrictive statute, became a law in August, 1958.

As chief counsel of the subcommittee, he prepared bills, as yet unpassed, which would permit any person denied information by a government agency to appeal to a Federal District Court to enforce the right to know.

News reporters would be among

Agency Shop Bargaining Ok'd

In a sharp shift of policy, the National Labor Relations Board has upheld the agency shop as a lawful subject for collective bargaining.

The ruling, which involved a case in Indiana where the union shop is outlawed, does not necessarily set a precedent for other so-called right-to-work states, a board spokesman emphasized.

By a 4-1 vote that reversed a 3-2 decision handed down last Feb. 20, the board ordered General Motors Corp. to bargain with the Auto Workers on an agency shop arrangement affecting some 14,000 non-union GM workers in nine Indiana plants.

Signing the majority opinion were two new members named by President Kennedy—Chairman Frank W. McCulloch and Gerald A. Brown—and two Eisenhower appointees who were in the minority in the February decision—Philip Ray Rodgers and John H. Fanning.

The dissent was by Boyd Leedom, who was in the majority in the February ruling. His opinion was essentially unchanged from his earlier views.

The agency shop differs from the union shop in that employees are not required to become members of the union representing them, but must pay the union an amount equal to initiation fees and regular dues.

Both GM and the UAW had agreed that Indiana's "right-to-work" law was not at issue in the case. Instead, the company claimed the agency shop proposed by the union was outlawed on the federal level by the Taft-Hartley Act.

Despite this, however, the NLRB majority noted that the Indiana Appellate Court, on June 19, 1959, had found the agency shop to be legal under the state's "right-to-work" laws. That case involved Meade Electric Co. and the International Brotherhood of Electrical Workers.

Effect of the board's ruling, according to the NLRB spokesman, was to establish the agency shop as a lawful subject for collective bargaining in all states that do not have "right-to-work" laws and at least in Indiana among the states that do.

The decision in similar cases, arising in other states, he said, would depend on the circumstances and the phrasing of the state laws.

He noted that because the parties had agreed to by-pass the state law, the NLRB majority reached its decision under Section 8 (a) (3) of the act—which permits union-security agreements—and did not

reach the question of Section 14 (b)—which permits states to outlaw the union shop.

"Right-to-work" statutes are in force in 19 states. Some of them purport to ban the agency shop along with the union shop, while others make no mention of the subject. In Florida as well as Indiana state courts have ruled the agency shop to be a legal form of union security.

About 5 percent of all wage contracts in the country now contain an agency shop arrangement. The first such on record was negotiated in 1939 by the IBEW with the Utah Power and Light Co.

It was after the Indiana Appellate Court's 1959 decision that the UAW moved. The union submitted proposals for an agency shop to cover GM employees at the nine Indiana plants and filed an unfair practice charge after the company refused to bargain on the subject. The NLRB ruling last February, however, dismissed the complaint.

At the request of the UAW and the NLRB general counsel, the board, as now constituted, voted to reconsider the case. Filing supporting briefs were the AFL-CIO, the Retail Clerks, the Commercial Telegraphers, the Steelworkers, and the Indiana Building and Construction Trades Council.

The agency shop is a lesser form of union security than the union shop, the NLRB majority held in reversing the earlier decision, declaring that there was "no doubt" as to its legality in the light of the legislative history of the act, plus board and court decisions.

The majority cited a Supreme Court decision of 1954 which said:

"This legislative history clearly indicates that Congress intended to prevent utilization of union

security agreements for any other purpose than to compel payment of union dues and fees.

"Thus Congress recognized the validity of unions' concern about 'free riders,' i.e., employees who receive the benefits of union representation but are unwilling to contribute their share of financial support to such unions, and give unions the power to contract to meet that problem while withholding from unions the power to cause the discharge of employees for any other reason."

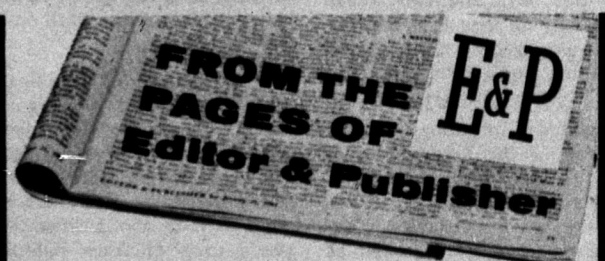
The ruling may be appealed by GM to the federal courts. The Supreme Court this week refused to review a decision of the Kansas courts holding that state's generally-worded "right-to-work" law bars agency shop agreements as well as the union shop.

"Certainly," the NLRB majority observed, "the Supreme Court clarified that which Congress sought to permit in the area of union security and that which it sought to limit."

Leedom, in his dissent, argued that Indiana's "right-to-work" law had a bearing on the case and that the majority was applying a broad definition of union membership in one section of the act and a narrow definition in another.

He asserted, further, that under the agency shop nonmembers would not be entitled to some benefits "guaranteed union members" but would have the same dues requirements.

"In this way," Leedom declared, "for all practical purposes, the very thing is achieved that the federal statute guarantees shall not be required of employees in a right-to-work state quite as effectively as if the union contract expressly provided for union membership as a condition of employment. For who can say as a verity that a man forced to buy a cake will not eat it?"



FROM EDITOR AND PUBLISHER, SEPTEMBER 30, 1961, PAGE 12:

REPORTER STUDIES FALLOUT SURVIVAL, BUILDS \$99 SHELTER

"The whole idea looked so simple—just a wood frame and sand bags—that I was sure something was wrong with it," said reporter Leonard Victor of the Long Island Daily Press. While researching a 7-part "survival" series for the Press, Victor and a physicist friend hatched the idea of an economy fallout shelter. The design ultimately won the official approval of state and local Civilian Defense agencies.

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Critical Of ANG Leadership In Portland Benefit Issue

BOSTON, MASS.

Editor: The pages of the GR are lately a study in schizophrenia and non-sequitur. "Rosenstock Urges Curb On Press Monopolies." On another he is urging us to cut off benefits to the Portland strikers, who are fighting the most dangerous monopolist of them all. Which Rosenstock should we follow?

Our top officers (with the admirable exception of Bob Hickey) tell us that Secretary Goldberg is discouraged about a settlement with Newhouse, so therefore we should weaken the chances of the Portland Reporter, the only remaining hope of beating him.

They tell us that Newhouse has bought the Journal, so therefore we should help him destroy his only remaining competition and the only hope of a Guild local in Portland.

What is happening to the Guild? Are we suffering from dry-rot or hardening of the spiritual arteries? Has the bookkeeping mentality taken over? Where is the fighting spirit of the men and women who founded this union?

Contrary to our leaders' statement, the vote was not decisive. A shift of the New York delegation (18 delegates casting 85 votes as a majority of ten determine) would have changed the result to 236 to 168 the other way. Let's change it anyway.

JOHN C. CORT
Boston Guild

ANG President Rosenstock commented:

One can overlook the venom and lack of common courtesy that permeates the above broadside, but not the deliberate dissembling!

As to Cort there is no excuse for his heard every word of a 4½-hour debate at Vancouver in executive session—dealing solely with Portland and he knows that the delegates voted decisively 253-151 to stop benefits on August 11, the date asked for by Portland itself. He knows the delegates thereby fully supported a prior IEB vote of 14-1, but he heaps calumny on the whole 14 and blesses the one.

Majority drop dead says he, the minority alone preaches virtue and gospel—and should rule. He abhors non-sequitur and then embraces it!

In Paragraph 6 he plays an insane numbers game. His own local voted its total one way as did most of the locals. Candor would demand that he tell you his local helped spur this costly referendum with 16 members (out of 844) at a membership meeting. On militancy I refer you to Guild Reporter, August 11, page 5, cols. 1 and 2 on Strike Policy, voted unanimously (—one) at Vancouver; Cort and his local in full support!

ARTHUR ROSENSTOCK
President

Voices Queries Concerning GR Referendum Coverage

SAN FRANCISCO, CALIF. Editor: About a week before the deadline for the September 22 issue of the Guild Reporter, the undersigned was informed by Executive Vice President William Farnson that ANG Counsel Irving Leuchter had told Farnson that

IT SEEMS TO US

Letters shall be limited to 250 words and shall avoid libel and subjects detrimental to the Guild. Members subjected to personal attack shall be given opportunity to reply in the same issue, but publication of either attack or reply shall not be delayed longer than one issue.

The Albany referendum is definitely unconstitutional.

Was Leuchter's opinion as to the motion's unconstitutionality known to the Guild Reporter? If so, why was no mention made of it in the September 22 story?

If not, is someone withholding information from the Guild Reporter? Don't you think our entire membership is entitled to this information?

BARNEY PETERSON
SFONG

ANG Executive Vice President Farnson commented:

Brother Peterson is mistaken. When he called me, I told him I believed both referendum actions raised constitutional and/or procedural questions which would have to be decided by the International Executive Board.

I informed Peterson that, while telephoning Leuchter about other matters, I had told Leuchter of the Albany motion.

I told Peterson that Leuchter had observed that that part of the motion upholding the Convention would appear to be unconstitutional if considered by itself, but that this did not necessarily invalidate the motion, which must be read as a whole.

Leuchter, who was in his New York office and did not have the text of the motion before him, did not offer an opinion on the constitutionality of the motion as a whole, nor did I request one.

Under the ANG constitution, it is the IEB, not Leuchter or I, which must rule on the admissibility of referendum motions. The IEB, of course, may seek an opinion from counsel; if it does, the Guild Reporter will publish it.

As for withholding information from the membership, what Peterson called me for in the first place was to request that I stop publication of the Albany motion in the GR.

WILLIAM J. FARNSON
Executive Vice President

Sees Trickery And Deception In "Confusing" Proposal

PALO ALTO, CALIF.

Editor: In this day of scandals in some labor unions, it is shocking to see the leaders of a Guild local stooping to hoodwink their own members.

Leaders of the Albany and Wilkes-Barre locals did the ANG a disservice in an effort to attain their own political ends. This was done in the most cynical fashion.

They talked their memberships into trying to initiate a referendum whose only possible purpose could be an attempt to confuse all Guildsmen. Their move was a counter to an already proposed referendum to extend benefits to Portland strikers to December 1.

The Albany and Wilkes-Barre leaders knew that their counter-referendum could accomplish no constructive purpose. It could only clutter up a ballot and mislead voters on the issue.

They must have known their proposal was not only underhanded but unconstitutional. Fighting on issues is one thing.

But such cynical attempts as this to win by trickery and deliberate deception are inexcusable.

The efforts of Portland strikers to establish a new daily are much more worthy of consideration than the political maneuvering of the Albany and Wilkes-Barre leaders. The strikers are making a contribution to competitive journalism in the Northwest. It is hoped that eventually the same may be said of the Albany and Wilkes-Barre individuals.

WILLIAM FLYNN
New York Guild

Wilkes-Barre answered:

Wilkes-Barre local acted to clarify the Portland issue by putting it on the simple basis of supporting the Vancouver convention.

The second resolution was passed at a meeting attended by 70 percent of the members in good standing. We hope all the other locals acting on this matter can do as well in representation.

We think the Guild members are entitled to vote on an issue stated in its most simple terms. That's what we are trying to do.

Wilkes-Barre local's record on strikes is clear. Brother Flynn is invited to check audits of Guild strikes, find that Wilkes-Barre has contributed and publish it in the Guild Reporter.

We believe the Guild members should be informed that while Brother Flynn is a member of the New York Newspaper Guild—Newswatch—he lives in California, near San Francisco.

We invite Brother Flynn to drop in some Saturday night—unannounced—to a Wilkes-Barre local meeting. He will be surprised at the large turnout. We think all Guild members—and the well-informed Wilkes-Barre members in particular—are too smart to be hoodwinked, so we don't try. We try to give them the issue straight on all matters—including Portland.

WILKES-BARRE
EXECUTIVE BOARD
by Kermit E. Griffiths
President, Wilkes-Barre Guild

Albany replied:

The Albany resolution was voted for exactly the opposite reason Brother Flynn attributes to us. Our resolution offers an opportunity to vote on the real issue, which is: Should ANG money be used to subsidize a commercial newspaper?

If anyone is using "trickery and deliberate deception" we submit it is those Guildsmen who claim the only issue is merely tapping the Defense Fund for \$25,000, in addition to the more than a quarter million dollars already spent by ANG in Portland.

The Albany local was willing to continue support for Portland as long as there was strike activity. However, some Portland union members chose to become publishers.

Subsidizing commercial papers with ANG funds could lead to heavy demands on the Defense Fund. We believe those who must pay the assessments when the fund falls below the constitutional \$500,000 requirement should have a clear opportunity to vote on this basic change in ANG policy.

JIM GALLAGHER
President, Albany Guild

Writes About "Good-byes" In Chicago And Portland

PORTLAND, ORE.

Editor: The September 22 Guild Reporter shows Henry Dear with his wife wearing a happy smile indeed as Executive Vice President William Farnson bids him good-bye.

After all, Uncle Sam's army will provide some security for the Chicago Defender picket and maybe he compared his fate with that of striking Portland Guildsmen when Farnson said good-bye to them.

EMSLIE HOWARD
Portland Guild

Shopping News For Portland Gets Backing

Portland, Ore.—The Greater Portland Merchants Shopping Guide, planned as a Monday and Thursday free delivery paper, is being organized here.

Morris Sharp has resigned as Oregon Journal advertising sales promotion manager to undertake the project.

He said this move was begun by several downtown merchants following the sale Aug. 4 of the Journal to S. I. Newhouse interests which already owned the Oregonian.

The Journal is being integrated as the evening half of a combination with the Oregonian, after dropping its Sunday editions.

Sharp is one of four Journal executives to leave since the paper was sold.

Both the Journal and the Oregonian have been publishing under non-union shop conditions since the strike of the Stereotypers union in November, 1959.

That strike led to the founding of a third daily paper, the Portland Reporter, which began daily publication last February 11, with stock purchase financing.

Portland, Ore.—Contributions totaling \$1,843.80 have been received by the Portland Guild from Guild sources since its last report, Sept. 18, according to J. Lynn Wykoff, secretary-treasurer.

The fund:
Previously reported \$159,915.50
AP-WBC-TV, San Francisco 25.00
Boston Guild 25.00
Cleveland Guild 25.00
James & Jane Goodall 15.00
Emile Howard 25.00
Milwaukee Guild 100.00
New England District Council 25.00
Portland Guild 25.00
San Diego Guild 250.00
San Francisco-Oakland Guild 100.00
Seattle-Tacoma Guild 500.00
Terre Haute Guild 5.00
TOTAL \$152,759.50

Cleveland Board Wants Extension

Cleveland, Ohio.—The executive board of Cleveland Local 1 voted at its Sept. 28 meeting to support the national referendum to extend Portland strike benefits.

It also passed a resolution deploring the Albany referendum proposal as an attempt to belittle the real issue and probably unconstitutional.

Both resolutions were sent to the IEB. The first notified the IEB of the local board's position and was not in the form of a second to the proposition, since the action was by the board rather than by the full membership.

The Cleveland board also voted to resume donations to the Portland strikers with a \$100 gift.

Referendums

(Continued from Page 1)

San Francisco-Oakland
Peoria
Stockton
San Jose
Milwaukee
Seattle-Tacoma
Portland, Ore.
Madison
Twin Cities
Shelbyville
Bakersfield
Pueblo
Youngstown
Terre Haute
Denver
Portland, Maine
Sioux City
Pawtucket
Great Falls

Haverhill Unit Backs Convention, 13 to 0

Haverhill, Mass.—At a recent meeting of the Haverhill Gazette unit of the Boston local, members in an informal poll voted 13 to 0 to back the convention resolution cutting off strike benefits to Portland Guild members.

Unit Chairman Ron Martin noted that the Haverhill unit with 32 members had almost as many members at its meeting as did the Boston parent organization when it voted to seek referendum action to extend benefits.

Martin said the question was not placed on the meeting's agenda because members of the local had never expressed any dissatisfaction with the convention action.

POI Rejects Motion To Restrict Question

Erie, Pa.—The Pennsylvania-Oakland-Indiana Council at its fall meeting here last week rejected a resolution urging "the IEB to restrict the (referendum) ballot question to the Boston motion," and to notify "all Guildsmen that a negative vote would be a reaffirmation of the policy adopted by the Chicago convention that no Guild funds should be used to support a commercial newspaper."

The motion was defeated 10 to 30 in a roll call vote. Ten of 12 member locals were present.

In other actions, POI contributed \$200 toward payment of insurance premiums for Portland Guild members, and \$200 for strike benefits for Chicago Defender Guildsmen.

Charles A. Perlik, Jr., ANG secretary-treasurer, spoke to the council on the significance and procedural issues involved in the Portland referendums and of the changes in collective bargaining.

The council set its annual institute for the Jan. 27-28 meeting in Massillon. It voted to hold its spring meeting in Indianapolis.

The ANG's Middle Atlantic District Council asked all its locals Sept. 10 to second the Albany resolution.

New Contributions Listed By Chicago

Chicago, Ill.—Fourteen Guild locals are represented in the most recent contributions to the benefit fund for Defender strikers.

New contributions:
Previously reported \$13,262.99
Peoria Guild 25.00
Milwaukee Guild 100.00
Idaho Guild 25.00
Seattle-Tacoma Guild 50.00
San Francisco-Oakland Guild 100.00
Vancouver Guild 50.00
Boston Guild 25.00
Youngstown Guild 25.00
Hudson County Guild 50.00
St. Louis Guild 150.00
Wire Service Guild 100.00
Washington Guild 100.00
Philadelphia Guild 75.00
Detroit Newspaper Guild 200.00
TOTAL \$13,612.99

Printed in U.S.A. Second-class postage paid at Washington, D. C. Second class monthly at 1125 Sixteenth Street, N.W., Washington 6, D. C. Subscription, \$6 year.

NLRB Probes Papers' 'Massive Retaliation' Pact

New York City—A classic violation of Section 7 of the NLRA for which there is no defense under existing law.

That was the manner in which James J. Graham, government attorney, characterized the lockout agreement of the Publishers Association of New York City to close down the plants of all newspaper members if one is struck.

Graham gave his description of the publishers' news blackout program as details of the "massive retaliation" policy were unfolded at a National Labor Relations Board hearing here.

Complaining unions are New York Mailers Union No. 6, an affiliate, of the International Typographical Union, and the independent Newspaper and Mail Deliverers Union—the drivers' union that was on strike in December, 1958.

Separate petitions by the unions were consolidated into a single hearing. Early last month the New York Regional Office of the NLRB issued a complaint against the New York City Publishers' Association and ten member newspapers.

It cited all of them for an unfair labor practice under the Taft-Hartley Act.

The complaint charged that all violated Section 8(a)(1) and Section 8(a)(3) by threatening to close down and by actually closing down all the papers when there was a work stoppage at one.

Although cautioned by NLRB Trial Examiner Charles W. Schneider in using the word "lockout," John R. Schoemer, Jr., publishers' lawyer, accepted it.

The government, Graham said, would show that the publishers' understanding went far beyond the economic defense in the Buffalo Lumber Supply case. "Since there was no immediate threat to the employers' operations."

(The United States Supreme Court, in this case, held it was a legal defensive move when firms in an association closed after a

union struck one company in a "whipsaw" maneuver.)

Schoemer contended the agreement was a defensive measure. Amory H. Bradford, New York Times vice president, testified he was publishers' association chairman in 1958 when the drivers threatened frequent stoppages.

The "one-for-all-and-all-for-one" policy of the association, according to Bradford, came after Thomas J. Murphy, executive vice president of the Newspaper Guild of New York, on Oct. 30, 1958, voiced strike threats. In this bargaining dispute, Bradford said, there was no formal written agreement among the publishers, but the understanding which had evolved, step by step, was laid down collectively and emphatically.

Upon instructions from the publishers, Donald R. McVay, association executive secretary, sent telegrams to all unions containing this threat:

"We have been advised by our seven members that if any of them are unable to publish because a craft union has not crossed a Guild picket line this will be regarded as a contract violation against all."

"If the craft unions report for work at all newspapers there will be work for their employees so long as each paper can continue to publish."

"Conversely, if any craft union does not fully comply with its contract and publication of a newspaper is suspended, then employment will be suspended for all."

The Guild contract was signed without a strike.

Citing instances of strike threats and slowdowns in 1959 and 1960, Bradford testified that before the 1960 July Fourth week-end the pressmen objected to running new presses at a speed of over 45,000 copies an hour in the Times plant.

At a meeting of the publishers association the week following, it was agreed that all the papers in the city would be involved. After the union's international president

was so notified, the pressmen resumed running the presses at high speed.

During negotiations with the typographical union on April 26, he said, the Times printers stopped work protesting the discharge of the chapel chairman. Delayed almost three hours, the first edition of the Times when it did come out was reduced in size 60 percent.

The News and Mirror delayed start of their presses until the Times announced it would publish. The Herald Tribune decided not to publish while the Times was shut down.

In a statement the association said: "The newspaper members of the association are unanimously agreed that irresponsible and unlawful conduct of this kind must be met by firm united action on the part of the newspapers, any of whom might be singled out as the next victim."

The conduct, however, of all three newspapers was in effectuation of the informal understanding among the publishers.

Other witnesses called by the publishers—Philip B. Stephens, Daily News secretary; and John A. Bogard, Herald Tribune industrial relations director—confirmed that the agreement was substantially as stated in the stipulation signed by all parties to the hearing.

The agreement: "The member against which such strike, work stoppage, or other delay interfering with or interrupting work is directed in violation of the contract entered into by the association in behalf of such members, upon being advised of such facts, may, if it so elects and decides, suspend or curtail operations during the period of the strike, work stoppage, or other delay in or interference with production, or during so much of such period said member may decide."

Under cross-examination, Bradford said there were no occasions of which he was aware when any member newspaper sought to invoke the agreement and other members refused to suspend.

Some of the other questions asked Bradford and his replies: Q: Is each member required to accept your version of facts and your recommendations?

A: No, there is no such requirement. When we meet each newspaper representative reserves the right to make up his own mind.

Q: Was any unfair complaint ever filed with the NLRB?

A: No.

Q: (By Sidney Sugarman, Mailers' Union counsel.) You sit here and defend today the right of a newspaper publisher to stay open and publish the news, and at the same time you defend the right to cause this perishable product to perish.

A: It is just the fact that union members take advantage of the perishable quality of the newspaper product that led us to this rather unhappy conclusion. We are accepting an onerous condition outside our control. We just are not going to have this perishable commodity destroyed any more. We reached the conclusion that the only way to convince certain kinds of union leaders was to suspend everywhere. It was a hard choice. We are living with it.

Q: (By Sugarman): How do you justify shutting channels of communication?

A: It is a stiff medicine for a bad disease. We know we would be picked off one by one if we didn't take the medicine.

Recalling the photoengravers' strike in 1953, in which all but the Herald Tribune suspended while that newspaper continued publication for several days, Sugarman remarked this must have proved a bonanza of circulation for the paper.

He asked: Did the Herald Tribune shut down under pressure of the publishers' association?

Bradford answered: I do not know.

Pointing out that Herald Tribune resumed publication before the strike ended and later resigned from the association, Sugarman noted it had stayed out for several years.

Q: Did not this united policy evolve as far back as 1953?

A: It did not.

Q: Is it not a fact that it developed from the Dale committee of the ANPA?

A: Absolutely not.

Q: Is it not a fact that the newspapers, with the possible exception of the New York News, carry strike insurance?

A: The Times does. We collected about 10 percent of the \$1,500,000 we lost by the 19-day drivers strike.

(Bradford later corrected this figure to \$287,000 collected.)

Asked by Sugarman if the News was under agreement to shut down and stay closed for a set duration, when he made the decision not to publish the News until the strike threat was removed from the Times last February, Stephens replied:

A: There is no agreement to shut down for a stated period. The agreement has no time in it at all. I agreed to keep the News shut. I did not know how long. I'm a practical person. I would think it would be not too long.

Other questions and answers: Q: (By Graham): It was the position of the publishers—and still is—that if the photoengravers struck during their contract, that would be a breach of contract against all?

A: (By Bradford): Yes.

Q: And if one paper was unable to publish, the other papers would shut down too, morning and afternoon papers?

A: It was implicit in all our discussions that if the morning papers shut down, the afternoon papers would follow.

Q: Why did you issue this statement of policy to the craft union chairmen in October, 1958,

when only the Guild was about to strike?

A: We had the history of the 1950 Guild strike against the World-Telegram. This was the first time the situation arose since then and we wanted to make it clear to the other unions what our policy would be if they breached their contracts (i.e. if their members failed to cross a Guild picket line).

Q: (By Sugarman): Do you know that the ITU, the union leaders, did everything in their power to get the men to go to work (across the Drivers Union picket line in the Drivers' strike of December, 1958)?

A: We decided that we could only judge by results.

Q: Isn't it true that the publishers had other remedies against harassment by the employees, such as arbitration under their contracts, an NLRB complaint such as is being here considered and court injunction, discipline of offending employees?

A: You mean firing? Firing of employees because they have stopped putting out a paper is not very useful.

Q: Do you not have an obligation, under your union contracts, to settle disputes in other ways than by a citywide action?

A: When unions violate the contracts, we came to the conclusion that we were relieved of any obligation under the contract.

When the union took the law into their hands.

Q: Should not your commitment under the contract be carried out anyway, regardless of what the union or unions do?

A: It was a contractual obligation, and they violated the contract.

Q: (By Trial Examiner Schneider): What is the type of influence, or persuasion, that would be brought to bear by employees of papers about to be closed down by massive retaliation because of strike or stoppage at another paper to resolve the situation? What action did you expect?

A: (By Bradford): They would convey to the respective officials of the union the seriousness of what was being done—that pressure on one paper is an attack on all.

Thomas J. Laura, president of the New York Mailers Union, also testified.

Schneider gave all participants until Oct. 27 for filing briefs. A decision is expected about a month after that.

Organizing Activities

(Continued from Page 1)

from the makeup of the unit to the kind of paper used for the ballots: management says it was too thin.

Meanwhile the unit has scheduled an election with Raymond Foye, advertising, and William Kealy, editorial, as opponents for chairman.

Printers, who have cooperated closely with the Guild throughout the long campaign, have settled their contract with the Sun, receiving a three-stage increase of 40½ cents an hour over a 30-month interval.

ANG International Representative Ed Allen has been working with the Lowell group since last winter.

•

Hackensack, N. J.—The North Jersey Guild has filed with the NLRB a bargaining petition in

behalf of the 120 editorial employees of the Bergen Evening Record.

ANG International Representative Edna Berger has guided the 18-month campaign.

•

Daytona Beach, Fla.—A decertification election has been ordered by the NLRB in the editorial department of the Daytona Beach News and Journal where the Guild has had a contract since 1959. No date has as yet been set.

•

Honolulu, Hawaii—The Hawaii Guild has appealed to the NLRB against a decertification election order involving a unit comprising classified and display salesmen and layout artists on the Honolulu Advertiser affecting about 31 employees.

Make Standards Clear To All, Says Arbitrator

Los Angeles, Calif. — If a city editor establishes standards of performance, it is incumbent upon him to communicate clearly those standards—which are subjective—to the reporters.

And his obligation is greater than that of supervisors of employees whose duties are more routinized.

It was the decision of Leo Koton in an arbitration between the West Orange Publishing Co. (Garden Grove Daily News) and the Los Angeles Newspaper Guild that this had not been done in the case of James Combs, reporter-photographer, who was discharged after a new city editor took over.

Combs was ordered reinstated to his old job, with full back pay, minus any money he had earned in the interim since his discharge.

Combs had been notified of his dismissal by letter, which stated that "Grounds for this action are incompetence."

This incompetence, management claimed, reflected itself in three specific areas: poor writing, improper dress and lack of punctuality.

The Guild charged the exhibits of Combs' writing were not actual specimens of his copy after he had corrected it. The arbitrator declared there was some question as to whether the "faulty dress" charge even fell within the area of incompetence.

The arbitrator accepted the Guild's version of the transfer of Combs from a beat to the office, pointing out that Combs' competence as a photographer had not been questioned. Management contended that the transfer was due to unsatisfactory performance. Combs asserted the change in his work assignment—to be implemented by the arrival of a new reporter—was arranged prior to the change in city editors.

Chicago, Ill.—Arbitrator John P. McCarty has held that the Sun-Times did not violate its contract with the Chicago Newspaper Guild when it promoted Edward Gold, editorial assistant in the sports department, to copy reader, effective October 4, 1959.

At issue was whether Gold's anniversary date was October 4, 1959, as fixed by the company instead of June 14, 1959, as claimed by the Guild.

Gold became a copy reader on June 14, 1959, after being told he would have a try-out.

"If this was his anniversary date," said the arbitrator, "he would have been entitled to the annual step-up in pay required by the contract on June 14, 1960. However no issue was made of the anniversary date until September at which time the grievant and the Guild claimed the June 14th anniversary date and asked for pay adjustment from June 14th to October 4th, the day fixed by the company as Gold's anniversary date."

The arbitrator found:

"The contract does not restrict the right of the company to give a try-out for the position of copy reader."

"The evidence is that on June 14, 1959, the grievant, Edward Gold, was given a try-out and that he and the Guild were aware that he was on a try-out basis."

•

Milwaukee, Wis.—Discharge of

a home delivery branch manager accused of permitting a carrier boy to deliver a Sentinel route for two and one-half months without a work permit has been upheld by an arbitrator.

The direct question presented to Arbitrator Harry Abrahams in the matter involving the Milwaukee Sentinel Division of the Hearst Corporation and the Milwaukee Newspaper Guild was whether the discharge was for good and sufficient cause.

Despite Guild claims that others had followed the same practice, the arbitrator found that "the grievant knew the rule of the company requiring work permits for carriers," understood the Wisconsin law calling for such permits "and knowingly violated both" in permitting the carrier to deliver papers without a work permit.

•

Toronto, Ont.—When the Toronto Globe and Mail discharged William Borsch, classified advertising department employee, it gave as its reason that his job performance was unsatisfactory.

The Toronto Newspaper Guild took the case to arbitration on the grounds that the dismissal was not for just and sufficient cause. It insisted that the onus of establishing its charge rested squarely upon the company.

In upholding the discharge, the board of arbitration said:

"A salesman is expected to produce sales. In the board's view, over a considerable period of time, Mr. Borsch's sales record was gradually getting worse and in the final few weeks of his employment it was negligible."

Although acknowledging that "there may be many reasons that a good salesman does not produce sales, and these reasons may not all be attributable to lack of sales ability on the part of the salesman," the board did not find in the grievor's explanations satisfactory answers.

"A further requisite of a salesman," according to the board, "is that he apply himself aggressively and consistently and follow instructions, and procedures outlined and make . . . required reports within specified time limits . . ."

From the evidence, the board expressed doubt that Borsch had done this, although it added:

"It is not possible to lay down exact criteria as to the standard required of a salesman."

Allan Borovoy, union nominee on the board, while "unhappily" concurring with the decision of the majority award, objected to some of the reasoning.

"According to the majority," he said in his concurring award, "the justification for the grievor's discharge falls into two main areas: '1. His sales records dropped badly and there is no evidence that this resulted from external factors."

"2. He did not apply himself aggressively and follow . . . required instructions and procedures."

Although not disputing the company's action on the second ground, Borovoy did dissent on the first, pointing out that, even though it was the duty of the company to justify the discharge, Borsch had given specific evidence of changed potentials in territories assigned to him, while the company had failed to show total effect of these changes.



GEORGE L. GOOGE



ALEXANDER J. ROHAN

Pressmen Name Rohan

Pressmen's Home, Tenn.—Alexander J. Rohan, 50, of Washington, D. C., is the new secretary-treasurer of the 115,000-member International Printing Pressmen and Assistants' Union.

He was elected at a special meeting of the union's board of directors held in Cincinnati, Oct. 7, to fill the vacancy resulting from the death of George L. Googe, who died of a heart attack here Sept. 29. Rohan had been a vice president.

Rohan has been representing the Pressmen on the inter-union committee working to draft a plan for labor unity in the printing and publishing industries of which Ellis T. Baker, research and information director of the Ameri-

can Newspaper Guild, is chairman. This is an arm of the Presidents' Committee of Allied Printing and Related Trades.

Googe had spent a lifetime in the American labor movement while at the same time rising to prominence in the Democratic party.

He entered the printing industry at the age of 10, had been active in the Printing Pressmen's Union of more than 40 years.

Murlow Y. Mays

St. Louis, Mo.—Murlow Y. Mays, 53, Post-Dispatch employee and a long-active member of the St. Louis Newspaper Guild and its Post-Dispatch unit, died Oct. 1.

Day Book

LABOR BOARD PROCEEDINGS

NLRB postpones for a second time hearing on its complaint against Houston Chronicle on Houston Guild unfair labor practice charge. New date is December 1.

Decertification election ordered by the NLRB in the editorial department of the Daytona Beach News and Journal. Appeal made by the News Guild is NLRB against decertification election order to advertising agency on Honolulu Advertiser.

Bargaining election won by Guild, 22-14, in vote involving about 99 of editorial (including full-time correspondents), advertising, inside circulation, general and administrative departments, San Jose, Puerto Rico, Ill.

Voluntary recognition granted Toronto Newspaper Guild as bargaining agent for Telegram 22-member promotion department.

CONTRACTS

Minneapolis Star & Tribune, contract approved; approved withdrawal from settlement because of lack of general increase or maintenance of differentials, and weakening of job security by addition of 90-day probation period following classes not approved; hours, union security, pay cuts, sick leave, vacations, dual jobs.

St. Louis Globe-Democrat, approval withheld from wage resumer settlement because of low increase; those classes not approved; average pay and ban on husband and wife working in same department.

Twin Cities, Minneapolis Union Advertiser, contract approval withheld because of lack of minimum structure for vacation and expense classes.

Chattanooga Times, contract approval withheld because of weakness in wages section without because of lower minimums for women's news editor and columnist.

Bakersfield Californian, contract approval withheld because of management rights clause; approval withheld from settlement because of absence of either general increase or maintenance of differentials.

Pittsburgh Courier, contract approval withheld because of inadequate differentials.

ACTIVITIES

ANG International Executive Board meeting, October 22-28, Washington, D. C. Southern District Council meeting, Oct. 22-28, Mountain View Hotel, Gaithersburg, Md.

Midwest District Council Meeting, October 13, Guild headquarters, Milwaukee.

remarkable
how five
words can add
so much
to an
evening's
pleasure



SEAGRAM DISTILLERS COMPANY, NEW YORK CITY. BLENDED WHISKY, 65 PROOF, 65% GRAIN NEUTRAL SPIRITS.

HOW TO BUY: Phone Boiler Rooms Again Bombard Public

By SIDNEY MARGOLIS
Guild Reporter
Consumer Expert

We've been working overtime—on our own time—trying to straighten out some of the jams working people get into by buying high-priced encyclopedias with extra equipment, vacuum cleaners sold with purported bonuses for referrals, etc.

In many cases the wife got the family into the jam by believing statements made by a salesman, or often nowadays, a saleswoman.

Not even the Federal Trade Commission seems able to stop deceptive encyclopedia selling.

But husbands often are responsible, especially when buying cars and jewelry on time, or leading the family into a spurious food-freezer plan.

Now we're going to blow a siren on the latest overpriced hard sell, and hope you'll hear it in time to click off your phone. This new onslaught on the pocketbooks of trusting families is the telephone selling of carpeting by boiler-room operators.

The telephone solicitor gets the

leads, often by telling you that his company is having a huge clearance or a special sale, or that a friend of yours said you were thinking about buying carpeting. A solicitor often makes 120 phone calls a day. The boiler-room company then dispatches a salesman to the homes of people who indicate they are interested. The boiler-room sellers generally have no store or showroom.

"Boiler room" is the name law-enforcement agencies used to apply to a roomful of solicitors phoning people to sell stocks or get donations to dubious charities. Now the technique is being used more and more to sell consumer goods. So far the boiler-room method has been used to sell dancing lessons, storm windows, awnings, freezer plans and other products besides carpets.

The prices charged by boiler-room operators are flagrantly high—in fact, sometimes 30-40 percent more than you would pay for the same carpeting in a regular store.

In an interview with Home Furnishings Daily, one of the leading operators reports that he buys the carpeting wholesale at \$3.75 a square-yard and adds \$2 a yard for padding and installation, and

\$4 a yard for his expenses and profit. The total of \$9.75 in this example is known in the trade as the "par" price. The salesman then charges as much over "par" as he judges he can get. This particular boiler room limits its salesmen to \$4 over par. Thus, families who buy this way may pay as much as \$13.75 a yard.

In contrast, Raymond Reed, Home Furnishings Daily trade expert, estimated that stores in the same area sell the same carpeting for about \$8 a square yard plus the cost of padding and installation, or about \$10 complete.

A Home Furnishings Daily reporter, Steve Sarich, interviewed the operator of a Chicago boiler room and learned that 90 percent of carpet purchases from boiler rooms are financed by time-payment plans. The boiler room turns buyers' contracts over to finance companies who then do the collecting.

Buying carpeting from canvassers on the installment plan without comparing prices at regular stores can result in real tragedy. Previously, this department reported that in Detroit hundreds of families paid high prices—some as much as \$30 a yard—for what later proved to be inferior carpeting. But the sellers had turned over their contracts to a Detroit bank which then insisted on payment.

The Michigan families organized what they called "The Suckers Organization," picketed the bank, and agreed among themselves not to make further payments. Then over a hundred picketed the state capitol in Lansing, demanding protection against both deceptive sellers and the banks and finance companies who finance their operations.

Chicago has become one of the hottest centers for this kind of selling, with boiler rooms there reaching families as far away as Gary, Ind., Hammond, East Chicago and other industrial towns in that region.

The boiler-room operators are pretty cocky. Steve Sarich reports a leading operator says boiler rooms can outsell regular stores because their canvassers have "aggressiveness and tenacity." Moreover, once they get into your home they find you are easier to sell than when you visit a store. There are no distractions as in regular stores to divert you from the salesman's pitch.

The boiler rooms are growing like weeds. Operators learn the technique by working as salesmen for established boiler rooms, then set up their own boiler rooms. Their chief overhead is for phones and delivery service. Sarich reports that nine boiler rooms have been started in Chicago in the past two months, making 15 now in operation. They're already doing almost as much carpeting business

as the department stores—selling \$12,000,000 of carpeting a year compared to the \$14,000,000 floor-covering volume of the department stores. And boiler rooms are selling other products too—in fact, 42 different kinds, Sarich reports.

No doubt many families are in the market for carpeting, judging from our mail. But this is an expensive investment that must be bought with care. Not only are there deceptive practices, but inferior goods to guard against.

We advise shopping at least three regular stores, comparing weight, closeness of weave, fiber content, and in the case of pile-type rugs, height of pile. By the time you shop the third store you'll have a better idea of comparative quality than when you started. We also recommend room-size rugs rather than wall-to-wall, not only to save on initial cost but to distribute wear.

Mac M. Kob

Harrisburg, Pa. — Guildsman Mac M. Kob, 49, for 27 years editor of the Pennsylvania Labor News, in which he was associated with his brother, Marcus, died Sept. 25 at his home.

Kob was also a member of Teachers Union Local 1086. He belonged to both the Pennsylvania Labor Press Association and to the International Labor Press.

He leaves his widow and three children.

SOUP TO NONSENSE

Sleep Tight!

By JANE GOODSELL, Portland, Ore., Guild

In any household which harbors a small child, it is important to have a regular bedtime routine. There must be clearly understood rules, and even the smallest tot can be trained to recognize how far he can stretch them before Mommy starts foaming at the mouth.

A definite time for going to bed should be established.

If the bedtime is, say 7:30, and at five minutes to eight the child pleads tearfully for permission to color just one more picture of Yogi Bear, Mommy should announce in a loud, clear voice that it is already 25 minutes past bedtime. Having clarified this point, she should firmly insist that the child promise to start upstairs immediately—and without a fuss—the minute the picture is finished.

Although there may be conflicting opinions on whether Yogi has been sufficiently colored ("But Mommy, I haven't done his eyelashes yet!"), Mommy must be firm and not allow the child to stay up later than one hour past bedtime.

It is not advisable to insist that the child undress himself. A youngster undressing for bed moves at the speed of a glacier. Unless Mommy has the patience of a bird-watcher, she had better

take over the job herself.

While the primary purpose of the evening bath is, of course, a good water romp, surely a couple of minutes can be spared for washing. If Junior refuses to have his ears scrubbed, Mommy can—well, actually there isn't much Mommy can do about it. A physical struggle with a wet, slippery child in a bathtub full of water is foolhardy to the point of madness.

The bedtime story is an important part of the nightly ritual. Its purpose is to bridge the gap from wakefulness to dreamland. Before the story is half-finished, the sandman cometh. He cometh straight to Mommy, who can barely keep her eyes open long enough to learn whether Little Toot gets home safely. Junior, however, is wide awake and hanging on every word—just as though he hadn't followed Little Toot home for 27 nights in a row.

And now, at last, Mommy's task is almost finished. After tucking Junior in bed, after surrounding him with a dozen stuffed animals to keep him company, after kissing Junior and the animals goodnight, after giving Junior a drink of water and shepherding him on one more trip to the bathroom and tucking him back in bed, Mommy can tiptoe downstairs and breathe a sigh of relief.

Junior has, at long last, been put to bed. Or has he? Isn't that his voice calling, "Mommeeeee!"

Weekend Edition For Globe-Democrat

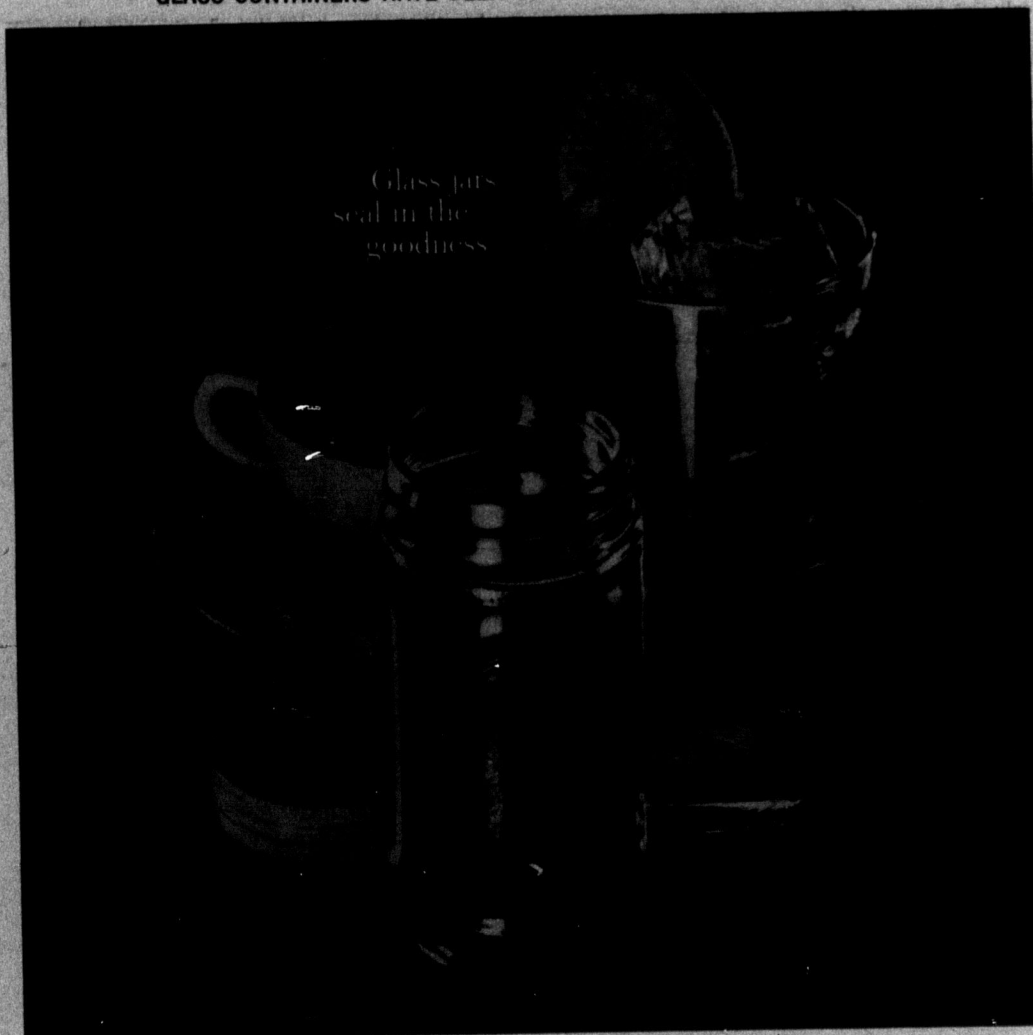
St. Louis, Mo. — Discontinuance of the Saturday edition—a 16-page tabloid—has marked the combination of the Saturday and Sunday editions of the morning Globe-Democrat into a weekend edition.

The combined edition consists of the Sunday comics, Sunday magazine supplements, special

sections, news, sports and features. On the newstands at 7:30 p.m. Friday, it is delivered to homes Saturday morning.

The Globe-Democrat, which has been part of the S. I. Newhouse chain since 1955, sold its building and printing facilities to the competing afternoon Post-Dispatch during the Guild strike in 1959.

SINCE 1842...
GLASS CONTAINERS HAVE BEEN UNION PRODUCED IN THE U.S.A.



Glass jars seal in the flavor and aroma of instant products. And jars reseal tightly for safe, moisture-proof storage. Aren't you glad so many foods come in glass?

GLASS CONTAINER MANUFACTURERS INSTITUTE, 99 PARK AVENUE, NEW YORK 16

Local Copy

A PAGE FOR OFFICERS AND STEWARDS

Globe-Democrat Follows Wage Pattern Set By P-D

St. Louis, Mo. — The new reporter top minimum on the Globe-Democrat is \$162.50. It represents an increase of \$2.50 weekly. A general increase of \$1.25 to \$3.25 resulting in minimum increases of \$1.25 to \$2.50 has been negotiated with the Globe-Democrat by the St. Louis Newspaper Guild.

Effective as of January 1, 1961, for one year, the settlement is the same as the recent wage arbitration on the Post-Dispatch reopener.

Chattanooga Minimums Up \$3-\$8 In 2-Year Pact

Chattanooga, Tenn. — Minimums go up \$3 to \$8 during the two-year agreement recently completed between the Chattanooga Times and the Chattanooga Guild. The general increase is \$1.50 to \$3.50 each year. Minimums up \$1.50 to \$3.50 the first year, advance \$1.50 to \$4.50 the second.

The top reporter minimum, up \$3.50, reaches \$117 the first year, then moves up \$4.50 to \$121.50 the second.

With the proviso that the parties are to negotiate a pension plan during the term of the contract, or the money collected is to be disbursed to employees and salaries increased, the agreement calls for putting 50 cents an employee a week into a retirement fund for the first year, then \$1 a week the second. The contract is effective as of November 16, 1960.

\$140 Editorial Minimum Won In Bakersfield

Bakersfield, Calif. — Editorial workers on the Californian have a new minimum of \$140 a week as the result of the Bakersfield Guild-Californian two-year agreement.

Effective as of April 1, last, the contract provides minimum increases of \$2.45 to \$5 (3.7 percent) the first year and \$1.75 to \$3.50 (2.5 percent) the second. Improvements also were made in the part-time and temporary employees and the leave clauses.

Initial Contract Brings \$50 General Increase

A general increase of \$50 a month, retroactive to May 15, last, is provided in the initial contract between the Washington Newspaper Guild and the American Federation of State, County and Municipal Workers.

The agreement contains minimums starting at \$115 and climbing to \$149.50 after two years. It is effective as of August 1 and runs for one year.

Advertising Up .1% In August

An increase of .1 percent in the total newspaper advertising lineage measured in 52 cities by Media Records, Inc., was recorded in August as compared with the same month last year. Lineage, for the year to date, was off 5.7 percent.

Sample Grievance Form

METROPOLITAN NEWSPAPER GUILD			
Grievance Form			
Unit	Employee		
Address	Phone	Dept.	
Job Classification	Date of Grievance		
Statement of Grievance			
Contract Reference, if any			
Signature of Steward			
Signature of Employee			
Adjustment Sought			
Disposition of Grievance			
Grievance Chairman			
Date			

Written Report Effective Tool In Handling Grievance Matters

CONSULT, DECIDE

Once you have all the facts in hand, doublecheck with your grievance committee or contract enforcement officer and determine whether the employee has a grievance and, if so, what can be done about it.

If the employee doesn't have a grievance, explain to him why. If the fault lies in the contract, remind him he can help do something about it in next contract negotiations.

If the employee has a grievance, make sure he understands what kind, and what he can reasonably expect the Local to do about it, and when and how.

Explain that you will keep him informed of developments as his case goes forward, and instruct him to report any future management action to you immediately.

Does the Penalty Fit the Crime?

In disciplinary cases, the circumstances are all important. It is not necessarily just and sufficient cause for discharge (arbitrators have held) to get drunk and not report for work, to call the boss names or even to punch him in the nose.

It all depends on the circumstances.

Even if management refuses to take the circumstances into account, they'll have a bearing on the decision of most arbitrators.

In deciding whether a discharge is for just and sufficient cause, for example, arbitrators commonly consider such factors as these:

- The effect of the employee's actions.
- His job and work load.
- Past service.
- Age, sex, health.
- Did management give him a chance?
- Did it make unreasonable demands upon him?
- Did it excuse similar previous actions?
- Did it provoke him unduly?
- Did it give him warning?
- Did it act consistently with its actions in other, comparable cases?

In short, does the "punishment fit the crime"?

The Written Report

Facts have a way of getting lost or twisted unless they are put in writing. For this reason, many Locals use standard grievance forms to report grievances and record their disposition. A sample form appears elsewhere on this page.

These forms define and formalize the grievance and record its progress, step by step, through the grievance procedure. They become a file for use in future negotiations.

The forms and their use vary from Local to Local according to specific local and contract procedure. One Local prints its form on the outside of a large envelope in which notes and documents pertaining to the grievance are stored.

Some Locals have the employee write out the facts of his case himself, assisted by the steward; other Locals believe they get a more accurate and impersonal statement of the case if the steward fills out that part of the form.

Some Locals require the employee to sign the form to avoid

Here is the fourth installment in a series on "Building A Strong Union," taken from a manual published by the ANG Research and Information Department for the guidance of stewards and local committee members. Other excerpts will follow.

irresponsible complaints; other Locals don't find this necessary.

In any case, once the appropriate parts of the form have been filled out, submit it to your grievance committee or contract enforcement officer for processing and completion.

See that they receive as many copies as the Local requires, and keep one for your own files.

The grievance form should state the facts as simply as possible, but still contain all necessary information. Remember the five "W's"? Make sure the form answers these questions:

WHO? List the name of the employee, his job classification, department and supervisor.

WHAT? What's the complaint? What contract clause, if any, was violated? What remedy is sought?

WHEN? Exactly when did it happen? If lost time or retroactive pay is in question, enter the exact dates for which pay is demanded.

WHERE? Exactly where did it occur? In what department, what floor, what room?

WHY? Often you can clarify a grievance if you can show why it occurred. Was it simply a mistake? Did a supervisor discriminate against an employee out of personal dislike? Did the employee do something that brought trouble on himself?

The Unpopular Grievance

Sometimes you will discover a grievance involving a member who refuses to cooperate in processing it.

Or a grievance involving a freerider.

Investigate them and report them like any other grievance. Your job is to protect the contract, no matter who is involved. Remember that, as the collective bargaining agent, your Local can process the grievance in its own name whether the employee cooperates or not.

Some Guild members may argue that the Guild should refuse to process the grievance of a freerider. Remind them that the contract must be protected in their interest, not his; and that the Guild is required by law to represent all employees covered by the contract without discrimination.

Furthermore, by processing his grievance you may get him to join the Guild.

The Grievance Committee

As a steward you may be called upon to serve on the grievance committee, even to be its spokesman. Here are several rules the committee, and you, should follow:

A Single Spokesman—Have one member of the committee present the Guild's case. Make sure other committee members understand that they are to back up the spokesman, but not interrupt or take over.

A Single View—Don't argue among yourselves in the presence of management. If there are dif-

ferences over facts or methods, settle them beforehand—or call a recess.

Be Factual—State your case, presenting all the facts. Put the burden of proof on the company. Don't withhold evidence, with the idea of springing it on management if the case goes to arbitration. It may be just the thing that will change the company's position, and arbitrators take time and money.

Clarify the Issue—Pin down management's position. If it requires further investigation, ask for a recess or a later meeting.

Keep Cool—Don't let management goad you into losing your temper. But don't take abuse, either. After both sides have stated their positions, if the dispute remains unresolved, there are other steps, including arbitration.

Keep to the Point—Don't let management confuse the issue—or change the subject. You're there to settle a grievance, not argue over matters that can best be discussed at another time.

No Deals—Each grievance must be considered on its merits. There can't be any trades. Remember, your object is to enforce the contract, not renegotiate it.

Generally, it is advisable not to have the employee himself present during the presentation of his grievance to management.

Under the circumstances, he may contribute more heat than light to the discussion. He may say the wrong thing.

Anyway, it's the Guild's job to represent him; that's one reason he joined the Union in the first place. But have him available should his personal testimony be required, and keep him informed.

The Settlement

If management proposes a different settlement from the one the Guild seeks, note it carefully and make sure you understand it. Be careful. Don't jump to conclusions before consulting other members of the committee. Their reactions may be different from yours. Recess and talk it over.

Arbitration

If not settled in direct discussions between the Guild and management, a grievance may be referred to a neutral, third party for decision.

In arbitration, the Guild's case usually is presented by local officers or an attorney. The steward, however, may be called upon to help prepare the case for arbitration or even to testify before the arbitrator himself.

If you did a good job of investigating the case in the first place, you should have no trouble as a witness.

The weight your testimony is given depends on the evidence you can supply and on your performance on the witness stand. Check your notes before testifying. Answer questions honestly and forthrightly. Try not to display hostility toward management, and don't double-talk.

This quotation from an arbitrator's decision describes the kind of witness you should try to be:

"The witness impressed the undersigned as entirely credible. He took his responsibilities as a witness seriously, was thoughtful before responding to questions, nowhere displayed distorted exaggerations of bias, and maintained, undeviatingly throughout his direct and cross-examination, a steadfast integrity."

EDITORIAL

'Massive Retaliation'

Now that the details of how publishers get together and decide arbitrarily when not—and when—to print their newspapers have been spread upon the official record at a National Labor Relations Board hearing in New York City, one marvels at their ruthless and arrogant tactics.

Without, apparently, the slightest regard for their customers—the reading public—not to mention their duties as conveyors of information and their responsibilities as custodians of vehicles of democratic expression, they blandly admit their "off-again-on-again" program.

Note the unblinking alacrity with which their legal representative readily accepted the "lockout" designation of the charges against them, welcoming, he said, an "opportunity to prove that the agreement . . . is perfectly legal."

Note, too, the answer of the New York Times' management representative to the question "How do you justify shutting the channels of communication?"

"It is stiff medicine for a bad disease," he said.

The "bad disease" is, of course, the attempts of the publishers' employees, through their unions, to win more money and better working conditions through collective bargaining.

As witness this limp attempt at justification:

"We reached the conclusion that the only way to deal with certain kinds of union leaders was to suspend everywhere."

Note, also, the words of the representative of the New York Daily News, when he was endeavoring to explain why he made the decision not to publish the News until a strike threat was removed from the Times:

"There is no agreement to shut down for a stated period. The agreement has no time in it at all. I agreed to keep the News shut. I did not know for how long."

Note, likewise, the publishers' choice of "massive retaliation" as the companion weapon to strike insurance in their arsenal for relations with the union; their patent avoidance of such alternatives as arbitration, NLRB complaints and the courts.

There is inescapable irony in the contrast between the publishers' attitude and that of the late Guildsman Jacob Scher.

Scher was, in some respects, a rather remarkable person. He combined in one man the elements of trade unionism, education and a passionate love for freedom. Newspaperman, teacher, lawyer, he devoted most of his energies to a crusade for freedom of communications.

Here, then, stood Scher a tireless worker for that democratic tenet: the people's right to know at all times.

Over there stood—and still stand—the publishers, thwarting, at their pleasure, that right and rather smugly attempting to justify their news blackouts as "defensive measures."

Against the background of these presumably competitive publishers' admitted "one-for-all—and-all-for-one" program in their dealings with their employees' unions, and their pact to shut down their newspapers in concert, when, as, and if, they please Lowell Mellett's legacy to the American Newspaper Guild—1884 shares of Scripps-Howard Investment Company stock to be used to seek a new solution to the old problem of press responsibility and performance: specifically how to increase press responsibility without impairing press freedom—takes on added significance.

For, as Carl E. Lindstrom told the ANG Convention in Vancouver last July, it is becoming increasingly apparent that nobody else is even trying.

The Guild Reporter

CHARLES E. CRISSEY, Editor

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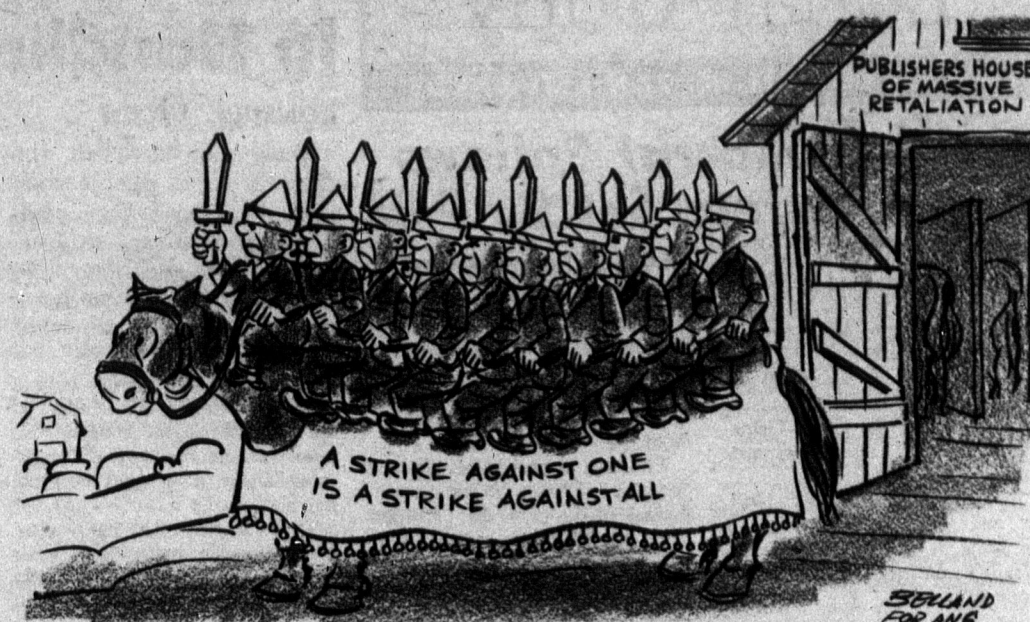
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The Ten Musketeers



DATELINE: WASHINGTON

Kennedy Facing Problems In Rayburn Succession

By WILLARD SHELTON, Washington Guild



The presumption must be that President Kennedy is intimately familiar with the power machinery of the House of Representatives and the drag that might be imposed on his domestic and foreign policy leadership if a Speaker is selected who is less than genuinely sympathetic or at least genuinely cooperative. This is the context in which to speculate on the widely taken-for-granted appointment next January of Democratic Floor Leader John W. McCormack of Massachusetts in Rayburn's place.

It is simple to draw parallels from an incident in history and recall that Franklin D. Roosevelt intervened successfully in one Senate leadership fight and to declare that Kennedy should draw the sword and mow down the House Democratic elders if he doesn't want McCormack.

Roosevelt won the Senate struggle by a one-vote intra-party margin at a time when he could afford the luxury of an open battle on domestic issues, at a moment when foreign policy debate even in the Senate was so naive as to be inconsequential.

The House is dominated by survivors, graybeards whose seniority dating from more than a generation of service gives them great power. They have cross-relationships with old enemies and old cronies. They have privy understanding of rules and precedents, and a natural disinclination to see one of their own passed by.

Mr. Kennedy's problem is compounded by the disabilities attached to possible challengers of McCormack. Half a dozen Southerners are mentioned in speculation; all of them signed the Southern manifesto a few years ago, declaring their disagreement with racial segregation policies. This was a thing they considered necessary to their political continuity, and it was a sad thing, because some of them privately believed then and believe now that a recognition of the full rights of man is

both inevitable and moral.

Mr. Walter of Pennsylvania, a power in his own right, a senior with an absolute veto power against bills he fervently dislikes, has been an intimate of Rayburn's. But he has made a career for 10 years as a defender of the late Senator McCarran's immigration law, which Adlai Stevenson denounced in the 1952 presidential campaign. He has made a career as chairman of the House Un-American Activities Committee; he has not been vindictive in the post, but the job has not led to advancement.

Richard Bolling of Missouri is mentioned in every speculative story. Alabama-born, a liberal, a pragmatist, he has been Rayburn's spokesman on the key House Rules Committee for years. He is tough and perceptive. His relationship with the Kennedy Administration would almost certainly be a mutual delight. He has had almost a father-son relationship with Mr. Sam. But he is not, in the House, one of the elders.

If Mr. McCormack is indeed tapped next January, he has a problem of his own. He has not been elected from his safe Boston Democratic district for thirty years for the purpose of taking a post of genuine national leadership without a sense of national responsibility.

No member was more clearly responsible for delaying the President's school-aid program this year than McCormack. House members assign to him the development of over-emphasis on the issue of parochial schools.

Mr. Kennedy has pointed out that a great many House members have voted federal school-aid funds to their own districts—a pork-barrel measure called federal aid to districts "impacted" by federal employment. This money is granted without qualms for construction and maintenance of schools, including teachers' salaries, and without agitation over the parochial school issue. The President remarked, bitterly, that the same members vote against general school aid. Mr. McCormack is among them.

On the foreign aid money bill this year—a subject dear to the

President's heart—Mr. McCormack voted against a proposed \$300 million increase over Appropriations Committee recommendations. The increase was approved—but without the help of the ranking Democrat who was Acting Speaker.

Mr. Nixon is back on the scene as an active candidate for office, moving as usual in a swirl of controversy, embroiled in intraparty bitterness as he seeks the Republican nomination for governor of California. It promises to be an agonizing thirteen months before the state's volatile voters choose between him and former Governor "Goodie" Knight for the GOP nomination and between the winner in November and the incumbent Democrat, Gov. Pat Brown.

The former Vice President, whose early upward career was almost as meteoric as Henry Clay's, who lost the presidency only by an eyelash in 1960, has been misfortunate on several occasions.

He was not helped when former President Eisenhower in 1956 suggested that he might well consider stepping aside to take a Cabinet post. It did not seem publicly like a vote of confidence, and Nixon's biographers have made it clear that he did not so consider it.

Nixon felt it necessary in 1958 to help push Knight aside so as to clear the way for former Senator Knowland to seek the governorship as Republican nominee, and it left Knight angry and brooding. Presumptively Nixon can win the primary—but a savage primary fight seldom results in a united party for the general election. He is too acute not to know this, and he would not make the gamble unless he deemed the state office in California vital as a base for a commanding political role.

North Jersey

Elizabeth, N. J.—Harry Gould, Elizabeth Daily Journal advertising salesman, has been elected to fill out the unexpired term as North Jersey Guild treasurer of Roswell H. Smith, who resigned because of other commitments.