

Industrial pension plan is launched

Washington—TNG's portable, industrial pension plan is in operation.

The final steps establishing the Newspaper Guild International Pension Fund, along with The Newspaper Guild International Pension Plan, which sets the schedule of benefits to be paid from the fund, were taken formally at the first meeting of the fund's trustees at TNG headquarters here March 23.

Guild-covered employees at six papers in the United States and Puerto Rico are the first to be covered by the plan. At least nine more groups are expected to join the plan in the near future.

Besides regular pension benefits, the plan provides for early retirement, disability, deferred and death benefits. Regular benefits—which could result in pensions as high as \$700 a month under

\$700-A-MONTH BENEFIT

the schedule provided in the plan—are payable at age 65 after 10 years' covered service. Only three of the 10 years need be years for which an employer has made contributions on a retiree's behalf, however.

The plan is aimed initially at providing coverage for Guild-represented groups which to this point have not been covered by any pension plan and at providing supplementary benefits for those that are. Later it also will be possible to merge both existing single-employer and jointly trustee plans into the industrial plan.

The actions completing establishment

More on the new pension plan's benefits, portability Pages 4, 5

of the fund and plan came immediately after the first management representatives — Gaspar Roca, publisher of El Vocero in San Juan, and David J. Willett, publisher of Affiliated Newspapers, four weeklies in the Detroit area — were named to the board of trustees.

Roca hailed establishment of the fund and plan as "a very good movement." Pensions, "like health insur-

ance," he said, are an area "that managements and unions have to face together, both as a business and social necessity."

"We're planting a seed," Roca said. "With a good deal of devoted work, we can bring the seed to maturity." He also said he intends to "talk to management people about the benefits of joining this plan."

Willett, elected a co-chairperson of the trustees, called the new pension fund and plan "very worthwhile and certainly needed."

"I'm proud to be associated with it," he said.

TNG President Charles A. Perlik, Jr., who was elected the other co-chairper-

(Continued on Page 4)

Mobil to buy and revive L.I. Press?

New York—Little more than a week after 600-plus employees of the Long Island Press—including 108 Guild members—were made jobless by the paper's closing, the Mobil Oil Corp. said it is considering buying the paper's plant and reviving it.

The Newhouse chain closed the Press's doors after announcing in its March 25 issue that it was doing so rather than continue publishing it at a loss in the face of shrinking circulation, ad lineage and revenue.

The front-page announcement also laid part of the blame for the decision to close the Press on its employees' unions, particularly the craft unions, accusing them of "featherbedding" and refusing five years ago to allow the paper to automate its production processes "without increasing our costs still more."

The unions, most of whose members had been working up to two years without contracts and up to three years since their last raise, denied culpability.

The New York Times reported April 5 that Mobil was exploring with Newhouse officials whether it would be feasible and practical for the oil company to buy and reopen the paper.

A Mobil representative said that if it can determine that reopening the paper would provide a public service "without financial drain, it is something we would like to do, perhaps."

He said Mobil has hired mediator Theodore W. Kheel to "look into the labor situation." Kheel said he could see no serious problems" if Mobil entered into agreements with the unions and said he had talked with leaders of six of the unions, including Harry Fisdell, New York Guild executive vice president.

(Continued on Page 2)



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Launching TNG's industrial pension plan

Signing the Agreement and Declaration of Trust to formally launch The Newspaper Guild International Pension Fund during the first meeting of the plan's trustees is Gaspar Roca, publisher of El Vocero in San Juan, Puerto Rico. At right is David J. Willett, publisher of

Affiliated Newspapers in the Detroit area, the other initial management trustee. Also, TNG President Charles A. Perlik, Jr., left, and TNG Secretary-Treasurer Robert M. Crocker, initial TNG trustees. The meeting was held at TNG headquarters March 23.

Guild wins free lances in Vancouver

Vancouver—Regular free-lance critics and reviewers at the Sun and Province here voted 5 to 0 for representation by the Vancouver-New Westminster Guild in the wake of a provincial labor board decision that they are "dependent"—rather than "independent"—contractors.

In what is believed to be the

first application of a relatively new section of B.C.'s labor law to a newspaper situation, the board said that the critics are entitled to union representation and collective bargaining, if they voted for it.

The British Columbia Labour Relations Board's decision, however, left the status of two other regularly contributing free lances in question. It said that evidence showed that they also would be classified as "dependent" contractors if the Guild or papers sought a formal ruling on their status separately.

The Guild had sought to have the free-lance critics defined as employees and the papers, through Pacific Press, Ltd., their publishing entity, sought to have them defined as "independent" contractors.

The British Columbia Labour Code defines a "dependent" contractor as a person who performs work or provides services to another for compensation under terms and conditions that put him or her in a position of economic

dependence more closely resembling the situation of an employee than of an independent contractor.

In a Jan. 26 decision, the three-member board recalled that in the first major case under the code's fairly new definition of "dependent" contractors it was held that union collective bargaining could include "dependent" contractors.

"Independent" contractors, however, aren't eligible for collective bargaining because they don't operate in a manner similar to that of an employee, but function on a more "detached" basis, the board said.

Five criteria were laid down by the board in determining the existence of a "dependent" contractor relationship for the free

(Continued on Page 4)

Star switches channels, action closes options

Washington—Joe L. Albritton, the financier who was said to have purchased the Washington Star just to get his hands on its profitable broadcasting stations, has announced that he is trading away the most profitable one in the highest priced single-station sale in U.S. history.

The station is WMAL-TV in Washington. It is going to Combined Communications Corp. for 65 million dollars worth of pre-

ferred, nonvoting CCC stock plus title to KOCO-TV in Oklahoma City.

Besides the stock and KOCO-TV, with a combined value estimated at 100 million dollars, Albritton said the deal will insure additional cash to aid the Star "to continue its vastly improving program" to boost its circulation and advertising.

The stocks will pay pretax (Continued on Page 2)

Her-Ex proffering \$750,000 in benefit case, hearing set

Los Angeles—The Los Angeles Guild and Hearst's Herald-Examiner have reached an agreement that could—for a \$750,000 payment by Hearst—settle their long-standing dispute over "alternate benefits" and dismissal pay due Guild-covered employees who struck the paper Dec. 15, 1967.

If the amount of the settlement is approved by arbiter John Kagel after a hearing scheduled

for May 3, the Guild will ask Kagel and the courts to approve a formula it is proposing for allocation of the \$750,000 among the former Guild strikers and their beneficiaries.

The proposed settlement was negotiated while the Guild and Hearst were awaiting arbitration of the dispute before Kagel. The arbitration was scheduled after (Continued on Page 6)

No progress reported in Massillon strike

Massillon, O.—A strike-lockout at the Evening Independent went into its 22nd day April 8 with no progress toward settlement reported.

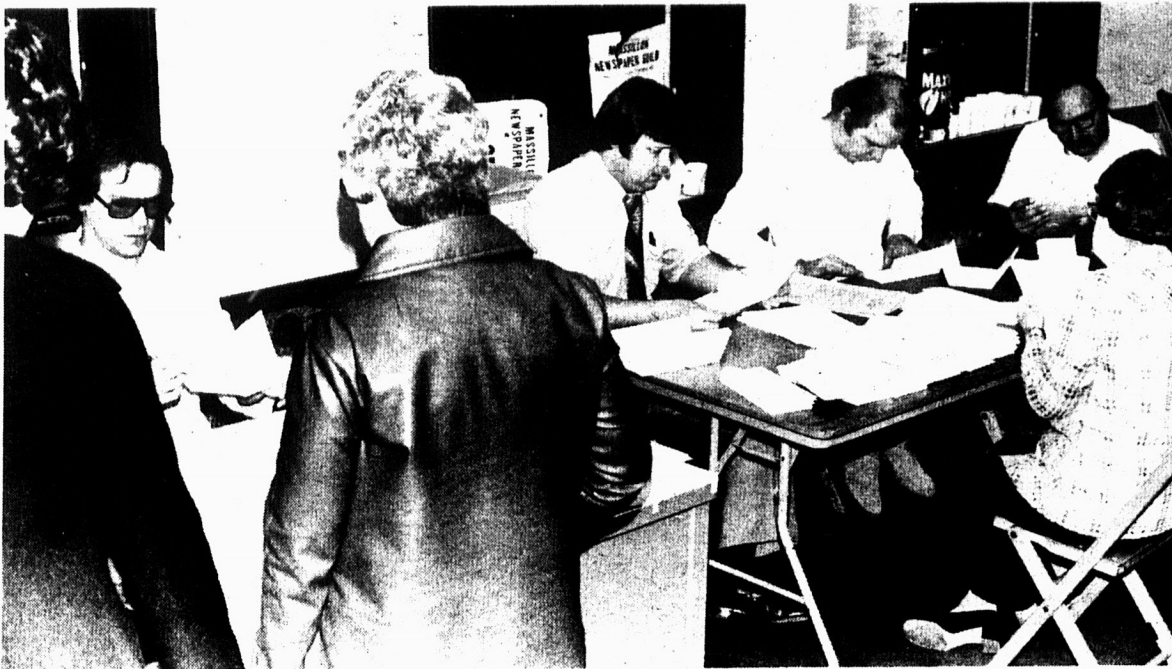
Typographical Union printers and the Cleveland Guild's Massillon Unit struck the paper March 18. The pressmen were locked out the next day.

Pickets' Post, the joint strike-lockout bulletin, reported on March 22 that publisher John E. Rowe told the Akron Beacon Journal that he couldn't meet with the unions because he had previous commitments—fishing and golfing.

Later, however, there were meetings but they didn't produce anything. Jack F. Weir, the Guild's executive secretary, said the Guild modified some of its proposals but the publisher refused to take his retrogressive proposals off the table.

In a letter to Guild locals, Massillon Unit Chairperson Kevin P. Moriarty wrote: "If you compare top minimums . . . it should not take long to see where we are—in 'the pits'."

Top minimum for an outside advertising salesperson or reporter with five years' experience under the expired Guild contract was \$224 a week, for a clerk with four years' experience, \$142 a week, and for a janitor with two years' experience, \$147.08 a week.



INSIDE GUILD-PRINTERS-PRESSMEN STRIKE-LOCKOUT HEADQUARTERS IN MASSILLON

From left: Kevin Moriarty, Cleveland Guild Massillon Unit chairperson; TNG's Harry McCormick; Glen Crites and Joe Donato of the Typographical Union, and Ruth Kane of the Guild

In addition to money, one of the Guild's chief issues is union security, especially dues checkoff.

The printers' and pressmen's contracts have been open since last September and the Guild's since February.

Sixty-four staffers are either on strike or locked out among the three unions.

Decert move is dismissed at Saskatoon Star-Phoenix

Saskatoon, Sask. — The Saskatchewan Labor Board has dismissed an application for decertification of the Saskatoon Guild at the Star-Phoenix.

While reasons for the March

11 dismissal were not available, the board's secretary assured Guild President Jim Duggleby the case was dismissed.

The application was filed by a member of the bargaining unit last Nov. 30, 26 days following signing of the Guild's first contract with the Star-Phoenix.

The local, representing about 55 editorial employees of the paper, had been in bargaining for close to two years before achieving the contract.

That agreement provided minimum 14 percent increases for all classifications over two years and set a top minimum of \$274.75 for reporters and photographers in the second year. The contract runs through Dec. 31.

Decertification applicants claimed a majority of support but during a labor relations board hearing Guild lawyer Gwen Randall presented evidence alleging management interference and promotion of the decertification.

That evidence included a 12-page set of proposed office rules and regulations which the local termed an obvious attempt to discredit the union. The application was the third at the paper in the Guild's 2½ year history there.

Firings are withdrawn in Steubenville

Steubenville, Ohio—Seventeen circulation employees fired by Thomson's Herald-Star for honoring picket lines during a printer's strike against the paper have been offered "full reinstatement" to their jobs under an unfair-practices settlement negotiated by TNG and the paper and approved by the NLRB.

The National Labor Relations Board's regional director early this year had issued a complaint against the paper on grounds that those fired had been "engaged in protected concerted activity by refusing to cross the picket line," put up by the Typographical Union in November.

Fourteen of the 17 have returned to work under the settlement, a Guild representative said.

They are part of the group of Herald-Star employees awaiting an NLRB representation election since petitioning for Guild representation in July, 1975. The election, yet to be held, was sought by a large majority of about 110 employees of the paper's advertising, business-office, circulation, editorial and mail-room departments.

The unfair-practices settlement also provides that the paper post notices in the plant for 60 days stating, among other things, that its management will not:

✓ "Discharge . . . or otherwise discriminate against any employee for refusing to cross a picket line.

✓ "Coerce or restrain any employee by stating or otherwise indicating that he or she is or will be discharged if he or she refuses to cross a picket line.

✓ "In any like or related manner interfere with, restrain or coerce our employees in the exercise of their rights guaranteed in federal labor law.

The notice also states the paper's recognition that under federal law its employees "have the right" to organize and bargain "through representatives of their own choosing."

The Typographical Union's strike against the paper continues and the paper continues to publish.

Mobil may revive L.I. Press

(Continued from Page 1)

and Bertram A. Powers, president of the New York Typographical Union.

Members of ITU Local 6, like most other craft unions at the paper, had been working without a contract since March 31, 1975, and had not had a raise since March 31, 1974.

The New York Guild's editorial-only unit at the paper had been working without a contract since Jan. 1, 1976, and without a raise since Jan. 1, 1975.

And Guild minimums, as well as many craft-union scales, were below those at the three Manhattan dailies.

Top reporter minimum at the Press was \$314.03 a week, compared to \$433.40 at the New York Post, the lowest among the Times, Daily News and Post.

Printers' scale at the Press was \$324 a week, compared to \$354.68 at the other three papers. Photoengravers scale was \$300.52 at the Press, \$358.43 at the others. Pressmen's scale was the same at the Press as at the other three, \$294.49.

Earlier this year the Press had posted notices in the news room that there would be no wage increase, no severance pay or cost-of-living provisions and that a previous pension plan would be discontinued. Guild members at the Press had voted strike authorization on Feb. 28. The only Guild strike in the paper's history lasted a month—April 5 to May 6, 1937.

Fisdell, noting that all the unions had been in bargaining with the Press—a session with a medi-

ator was scheduled by the pressmen for the day the paper was closed — said the Press could have reached an agreement with the Guild "if they wanted to continue to publish and I believe the same is true of the other unions, too."

As soon as the Guild would get close to a settlement, Fisdell said, management would impose a new roadblock.

David Starr, the Press's editor, said Guild members would get full severance pay. The contract provided up to 60 weeks'.

The Press's closing announcement said it had spent "almost 10 million dollars" in new equipment in recent years. Powers said the printers' workforce at the paper was down to 114.

The Times reported that the paper had had "actual losses" for three years, "understood to have run into the millions of dollars." A Guild request during bargaining to examine the books was refused.

The paper's circulation had fallen to somewhat over 250,000 last year, from a peak in 1970 of more than 440,000 copies daily. Ad lineage, 26.6 million in 1969, was down to an estimated 12 million last year.

The number employed by the paper, something over 600 when it closed, had been about 1,000 in 1971.

The paper's economic base was the borough of Queens and the movement of middle class residents from the area was cited frequently in analyses of the paper's advertising and circulation declines.

Several Guild-covered employees were hired by the New York Post, the Daily News and by Newsday on Long Island.

All three papers, plus the Times, moved to pick up the Press's lineage and circulation, some even before the paper's closing was announced.

The Post ran a full-page ad in the final Press offering home delivery at half price in Queens and on Long Island. Four days before the Post had started a Queens-Long Island edition. After the closing the Post began free delivery to all Press subscribers. It also hired the Press's classified manager and picked up some of the Press's classified.

The day of the closing the News stepped up the frequency of its Queens supplement to five days a week from once a week. It also picked up the Press's classifieds.

The Times announced two days after the closing that it would begin running zoned classified ads for Queens, Long Island and Brooklyn.

Newsday instituted a Sunday Queens section in January.

Owners' channel switch to aid Star

(Continued from Page 1)

dividends of 3.25 million dollars a year for five years. In the sixth year, CCC will buy back 30 million dollars of its shares and another 2.5 million dollars worth in each of the next 14 years.

Allbritton told a Washington business group on April 6 that the Star's operating losses have been trimmed from a million dollars a month, three years ago, to \$250,000 a month now.

The "financial restructuring" responsible should remove all doubt the paper will survive, he said.

If approved by the Federal Communications Commission, the WMAL-TV trade, together with a proposed outright sale of a radio station in Lynchburg, Va., will put Allbritton in full compliance with an FCC order last year that he divest himself by 1979 of all but one of his media holdings in Washington and

Lynchburg. The order was made under the FCC's rules against buying more than one broadcast station or a broadcast station and a daily paper in the same market area.

Allbritton said he wanted the time to sell the properties that put him in conflict with the rules because the Star needed the profits of all the affiliated stations to enable it to continue to publish.

He earlier sold WMAL-AM-FM to the ABC network for 16 million dollars, a record amount for a single radio station.

Allbritton, whose stock holdings in Washington Star Communications, Inc., reached 99 percent last year, has invested about 61 million dollars in the company totally: 38.5 million to buy out its former owners in 1974 and 1975 plus about 23 million in cash and debt guarantees. He has been repaid a 5

million dollar loan, the Star itself reported in announcing the station swap March 31.

When the WMAL-TV and Lynchburg transactions are completed, Washington Star Communications will own:

The Washington Star newspaper, KOCO-TV, WCIV-TV in Charleston, S.C., WLVA-TV in Lynchburg, the Washington Star Syndicate, the York County Coast Star, a weekly in Kennebunk, Maine, and the Westfield (Mass.) Evening News, a six-day daily.

The Wall Street Journal reported that Allbritton appears to have "more than doubled" his investment in Star Communications.

Combined Communications Corp., based in Phoenix, also owns the Cincinnati Enquirer, outdoor advertising companies and seven radio and seven television stations.

Price rise quickens

Washington—Consumer prices increases averaged 7 percent a year from 1965 to 1975, while rising an average of less than 2 percent from 1955 to 1965, according to the U.S. Labor Dept.

New radiation shield ordered for AP photolasers

Washington—Nearly 70 Associated Press laserphoto transmitters and receivers are undergoing field corrections after they were found to have insufficient internal radiation protection for servicing purposes.

Representatives of the Food and Drug Administration told the Guild Reporter that 18 transmitters and 50 receivers manufac-

tured by the Harris Corp. were not in compliance with standards promulgated under the Radiation Control for Health and Safety Act of 1968.

The act requires the manufacturer to make the modifications necessary to bring the units into compliance and Harris is doing so, the FDA said.

The agency said that the trans-

mitters were sold to AP by Harris from August to September, 1976. Similar information was not available for the receivers.

Patrick Sherlock, president of the Wire Service Guild, said most laserphoto receivers are in newspaper offices.

There was no indication from the FDA that the machines emit dangerous levels of radiation.

An FDA representative said that the amount of radiation that might be emitted by the devices would not be at issue as long as the machines have the proper safeguards.

But the machines don't provide enough protection for persons who open them for servicing, the agency said.

An FDA scientist said protection was adequate for persons who maintain the machines. He defined maintenance as unjamming paper and the like. Anything more complicated would be servicing, he said.

Sherlock quoted the AP as saying that only AP personnel maintain the receivers and the transmitters.

These employees are technicians within the jurisdiction of the United Telegraph Workers, Sherlock said.

Picture dispatchers—who operate the transmitters—are Wire Service Guild members, he added.

In a letter to all locals, TNG President Charles A. Perlik, Jr., noted that the Guild had not been able to learn the names of the papers involved and suggested that "to be on the safe side" any local having shops with AP laserphoto receivers check out the situation locally

and alert its members to the possible hazard involved in the servicing of such machines.

"Insufficient protective housing to prevent human access during operation" was one of the problems the FDA said it found.

Another problem, the agency added, was lack of a "defeatable safety interlock" to prevent operation of the laserphoto when the machine's cover is opened.

Certain warning labels also were lacking, it said.

The deficiencies were first noted last summer, when FDA inspectors visited the Harris plant in Florida.

More deficiencies were noted last fall.

The transmitters are in New York, New Mexico, New Jersey, Michigan, Massachusetts, Georgia, and Maryland.

The receivers are in Arkansas, Georgia, Illinois, Indiana, Louisiana, Michigan, Missouri, New Jersey, Ohio, Oklahoma, and Wisconsin.

More specific identification of the machines' locations was not available.

Several hundred newspapers have laserphoto receivers, Sherlock said.

The AP still moves part of its wirephoto file by the old method, he added.

Don't fix VDTs, Wire Guild warns

New York—The Wire Service Guild has instructed Associated Press and United Press International employees in its jurisdiction not to repair or maintain video display terminals or other production and transmission equipment.

The March 23 notice came after the Guild learned that managements of the two wire services are "putting pressure on news staffers" to trouble-shoot and repair "highly sophisticated electronic equipment."

Service and maintenance are not within the Guild's jurisdiction, the local said.

"WSG-covered employees shall not perform work outside their jurisdiction, just as technicians do not perform news duties," the notice said.

"You wouldn't want technicians rewriting your news stories. Don't attempt to do the work of a skilled electronic technician," it added.

"Some of the work can be dangerous because of the potential for electric shock," the notice said.

Strong electric shocks have been reported by some members on the AP's general desk here when they simply touched a

VDT's housing. Maintenance generally requires the removal and replacement of panels inside the housing.

Other maintenance problems, as reported by Wire Service Guild and newspaper-local representatives during TNG's VDT conference last fall in Washington, include deterioration of the image and changes in contrast.

In the wire service cases, the local said that "imposition of these duties on news staffers is another form of speedup, made necessary only because management refuses to adequately staff bureaus with technicians."

Journal unfair hearing delayed

Toronto—Representatives of the Ottawa Guild, printing trades unions and the Ottawa Journal were exploring ways to end the long lock-out of union members by the paper April 6 after two provincial courts denied company motions to delay a labor board hearing—and the hearing then was postponed at the request of the parties.

William McLeman, the Guild's Canadian director, said that the parties asked the provincial labor board to stand by to reconvene hearings on unfair labor practice charges against the Journal on 24 hours' notice.

A provincial mediator was assisting the parties in an attempt to resolve the lockout of Guild and other union members which started Oct. 25.

The unions in March charged the Journal with bad-faith bargaining and the Ontario Labour Relations Board scheduled hearings for March 29, 30 and 31. The company attempted to postpone the hearing in a plea to the

Ontario Supreme Court, but the move was denied, as was an appeal to the Ontario Court of Appeals.

The hearing then was set to go on April 1, but the parties agreed to a delay until April 4.

The board was asked to go on standby alert on the morning of April 4.

The unions brought unfair-practices charges against the Journal after management refused to accept the recommendations of a provincial Industrial Inquiry Commission aimed at settling the lock out (Guild Reporter, March 25).

Should the hearing be held, the unions have subpoenaed Brig. R. S. Malone, president of F. P. Publications, which owns the Journal, and Journal publisher L. A. Lalonde.

The Supreme Court's chief justice, in denying the company's petition to delay the hearings, said "labor relations delayed is labor relations defeated and denied."

The contracts of all Journal unions are open—those of the Guild, Typographical Union, International Mailers Union, and Printing & Graphic Communications Union's pressmen and stereotypers.

Agreement on new contracts was reached earlier at the Ottawa Citizen.

The Ottawa Guild reported additional contributions of \$5,850 to its lockout fund as of March 24, including the following from Guild locals:

Memphis	\$ 100
San Diego	50
San Francisco-Oakland	50
Toronto	3,000
Youngstown	25
Los Angeles	25
New England District Council	50
Saskatoon	100
Denver	150
New York	200
Victoria	400
St. Louis	100
Kingston	50
Central California	50
Rochester	100
Pacific Northwest	50
Vancouver-New Westminster	300
Wilkes-Barre	50
Canadian Wire Service	1,000

This brings total contributions to \$20,565 since the lockout began.

Group votes for SFONG at Bay Area weekly string

South San Francisco—Employees of the Industrial City Publishing Co.'s string of suburban weeklies have voted for representation by the San Francisco-Oakland Guild.

The vote was 16 for the Guild, 11 for no union and one challenging ballot in a National Labor Relations Board election held March 23.

Affected are employees in the advertising, business and editorial departments.

The Guild petitioned for bargaining rights in those departments last October, but there was a long series of delays.

The company said the unit was inappropriate and asked the board for two elections in two units—one in editorial and the other in advertising and the business office.

The Guild told the NLRB's regional director that it would accept inclusion of the inside circulation department if that's what it would take to find the unit appropriate and order a single election.

The regional director did so, and the company again objected, this time to the inclusion of inside circulation.

So the regional director amended the order to exclude inside circulation.

Industrial City again objected, once more seeking two elections in two units.

But on Feb. 18 the full NLRB upheld advertising, business and editorial—minus inside circulation—as an appropriate unit.

It was the first such unit held to be appropriate in TNG's memory, observers said.

The company publishes six weeklies on the San Francisco Peninsula, SFONG organizer William T. Davis said.

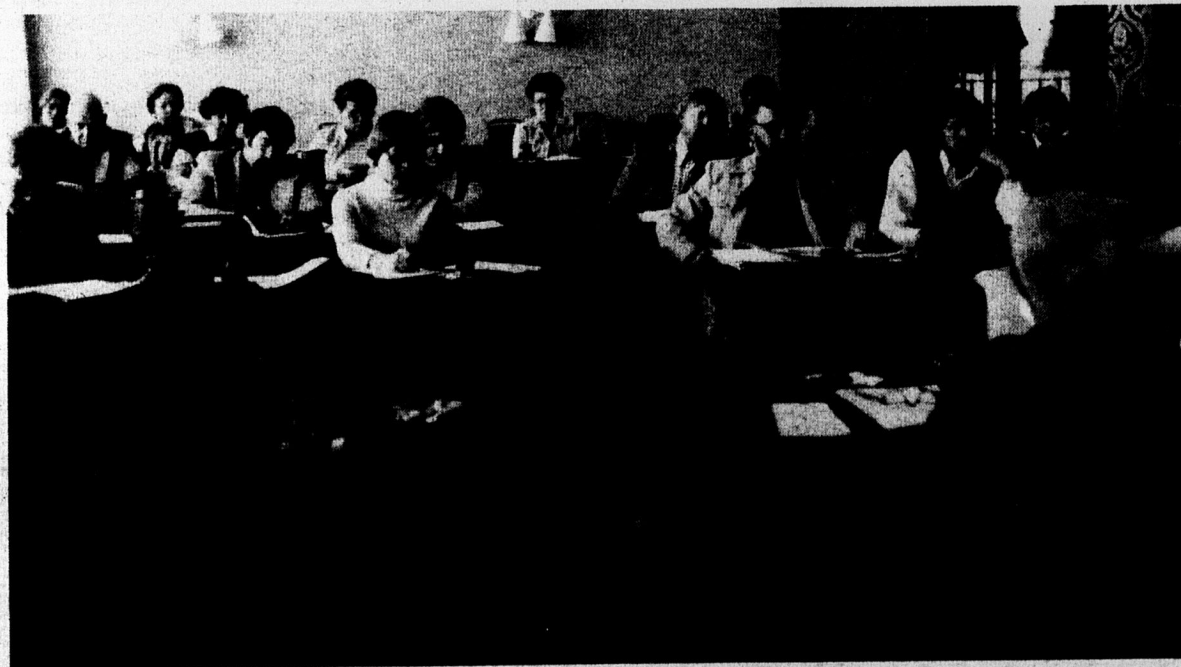
Tax 'reform' may violate free press

A section of the new federal tax reform law that prohibits publication of information obtained from tax forms may violate the First Amendment, according to some congressional aides who drafted the legislation.

The St. Louis Post-Dispatch quoted one of the aides as saying:

"Everyone agrees that that's not what we decided—but no one seems to know how it got into the law."

Under the new law, reporters who publish such information—like that about former President Richard M. Nixon and Vice President Spiro Agnew—could be prosecuted. The law makes that a felony.



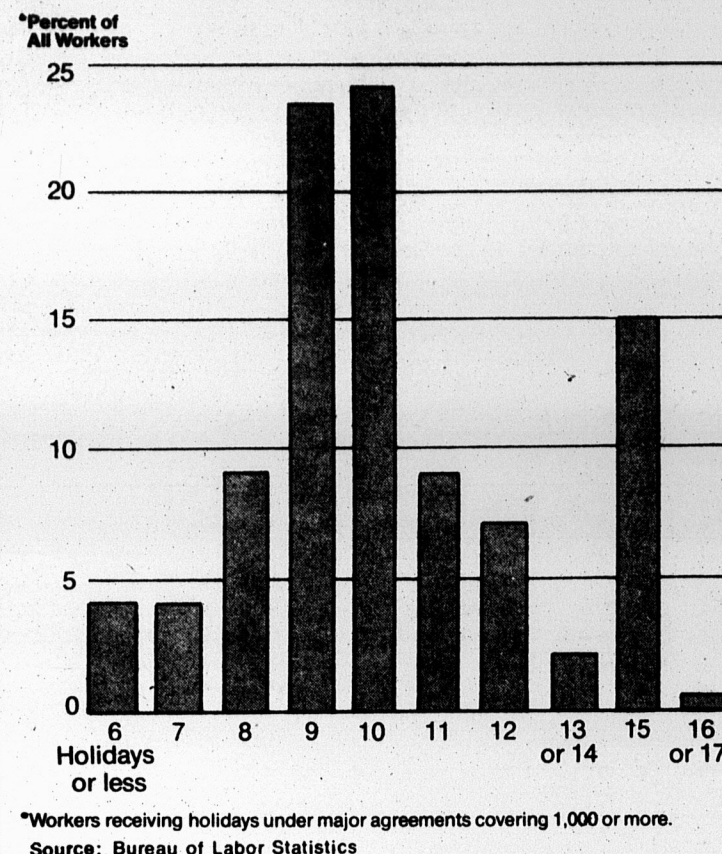
Nuts, bolts and discrimination

TNG Human Rights Co-ordinator Hannah Jo Rayl, right, reviews the nuts and bolts of searching out employment discrimination in session during New England District Council meeting in Wakefield, Mass., March 20. Special attention was paid to analyzing payroll data of six council bargaining

units for evidence of sex discrimination. At its business meeting the council re-elected Elwood B. (Woody) Bigelow of Portland as president and David Matt of Salem as secretary-treasurer. Diane Martino of Manchester was elected vice president. The council's spring meeting will be in Portland.



Holidays Under Union Contracts 1975



Catch-up time?

The chart above, constructed by the AFL-CIO from data by the U.S. Labor Dept.'s Bureau of Labor Statistics, shows that nearly half U.S. workers working under union contracts that cover 1,000 or more employees had nine or ten holidays in 1975. A compilation of holiday provisions in Guild contracts as of Dec. 15, 1976, showed that nearly half provide either seven or eight holidays, with less than 10 percent providing nine holidays (Guild Reporter, March 25).

Guild wins free lances in Vancouver election

(Continued from Page 1)

lances, who cover art, drama and the like:

1. Although they have expertise and specialized knowledge, that is also true of employees—for example, beat reporters—and of reviewers who are staff members.

2. The free lances fit into the daily rhythms of their papers and have an enduring relationship with them.

3. There is considerable management control over the free lances' work. Their assignments are scheduled in the same way as those of staffers, they are told how much space they have, they must meet the same deadlines and writing standards.

4. The free lances get no special profit in addition to their basic rate. At the Province, there is a retainer system for free lance critics which helps to standardize earnings among them.

5. The free lances are, indeed, more dependent on the papers than are staff members because they have no contractual benefits and can be dismissed at any time without recourse.

In fact, the board said, they generally dare not take lengthy vacations away from the city for fear that the papers will find and keep replacements.

Since there is a small market for free lance work, the writers get up to 75 percent of their income from their work for the Sun or Province, the board added.

San Jose attorney sent to the bench

San Jose—David W. Leahy, the San Jose Guild's counsel, has been appointed a Santa Clara County Superior Court judge.

He formerly was an attorney for the National Labor Relations Board.

The labor code, it said, was designed to bring the benefits of collective bargaining to just such people—"to afford them sufficient countervailing power through trade-union representation that they can participate meaningfully in setting a fair level of compensation."

Noting that the free lances receive no benefits, vacations, health and welfare and the like, the board said:

"No doubt that kind of contractual relationship between the newspaper and an individual freelance reviewer is highly advantageous to Pacific Press. It helps explain the comment of one of the managing editors that the cost to the newspaper per column inch is considerably less for a free lance review than for a staff review. But from the point of view of the individual reviewer (and, to a lesser extent, from the point of view of the trade-union trying to protect the standards won for staff members), this is not the solution to the problem. Indeed, it is the problem."

The board said it did not find the reviewers to be employees because of the difficulties of placing them into the current contractual context as the law would require after such a finding.

It also said that the contract specifically mentions free lances, thus recognizing that they are different from employees.

Furthermore, defining such a group, which has some variance among its members, as employees would be artificial, the board said.

On the other hand, it added, despite some variance all the free lances have sufficient similarities to each other and to staff members to be considered as "dependent" contractors.

The Guild said it will bargain an addendum to its contract to cover the "dependent" contractors.

TNG's new industrial pension plan—what it provides

'Regular benefits' to \$700

Washington—A Guild-represented employee who retires at 65 after working for 25 years during which contributions are made on his or her behalf to the new TNG International Pension Plan could receive a pension as high as \$700 a month.

One who retires at the same age after working as few as three years during which contributions are made could receive a pension as high as \$392 a month.

The pensions are calculated from benefit levels provided in the new TNG industrial pension plan—benefit levels which the plan's actuary describes as "conservative enough to be sound actuarially and liberal enough to be competitive."

The plan's benefit levels, according to John F. Gentleman of Martin E. Segal Co., are higher than those of some plans now covering Guild members that have been in existence as long as 18 and 20 years.

Five kinds of benefits are available: ✓ A regular pension benefit—payable at or after age 65 to an employee with 10 or more years of credited service, with contributions made on an employee's behalf for at least three years.

The benefit is determined from the amount of weekly contributions made on the employee's behalf multiplied by the years of credited service, to a maximum of 25 years.

✓ An early retirement benefit—payable at age 55 and after 10 or more years' credited service with at least three contribution-years.

The benefit is reduced by one-half of one percent for each month the early retirement precedes the participant's 65th birthday.

✓ A disability pension benefit—payable prior to age 65 to persons who are totally and permanently disabled and who fulfill the 10-and-three years requirement.

The amount of the pension is the same as the early retirement benefit. It is assumed that the participant is 55 in calculating the benefit.

✓ A deferred pension benefit—payable at age 65, or actuarially reduced at age 55, to participants with at least 10 years' employment under the plan but who no longer are work-

ing under it. (Contributions need to have been made for as few as three of the 10 years.)

The amount of the benefit is computed the same as are regular or early retirement pensions: the benefit amount produced by the rate of the weekly contributions times years of credited service.

✓ A death benefit—payable if a participant with at least five years' service should die before he or she becomes eligible for a pension.

The benefit to the participant's survivor is half of the total of the weekly payments made to the pension fund on the participant's behalf.

The plan also contains an option for a pension for a participant's surviving spouse: half the amount paid monthly to the participant before his or her death. When the spouse's pension option is exercised, the amount of the participant's pension will be actuarially reduced.

The standard benefit level provided in the plan is \$3.50 per month for each full and partial year of service per \$5 weekly contribution. Proportionately higher amounts will be paid for higher contributions in accordance with the table reproduced below. Proportionately lesser amounts for contributions less than \$5 also will be paid.

Maximum years of service that may be used in calculating a pension benefit is 25. The minimum is 10 years.

For example: A participant for whom contributions of \$15 a week have been made for 25 years will be entitled to a regular pension benefit of \$262.50 a month (\$10.50 x 25 years); \$105 a month with 10 years of \$15-a-week contributions (\$10.50 x 10).

The \$700-a-month pension mentioned in the lead of this article assumes contributions of \$40 a week for as few as three years prior to retirement so long as the participant has 25 years employment while contributions were made (\$28 x 25).

The \$392-a-month pension mentioned in the second paragraph assumes that the participant worked for a contributing employer at least 22 years before the employer began making contributions on his or her behalf into the plan and that the participant worked for the same employer for

three years after the contributions began. It also assumes contributions of \$40 a week for those three years (\$14 x 22, plus \$28 x 3).

The plan permits a past-service credit of up to 22 years for time with an employer before the employer begins contributing to the plan. It requires at least three years' employment with that employer after contributions begin before past-service credit can be claimed.

The "best" 25 years will be used in calculating benefits for participants who have more than 25 years' credited service under the plan.

Benefits for participants who have had contributions of varying amounts made will be calculated from the weighted average of the contribution during the 36 months before retirement.

For example: \$5-a-week contributions during 1977, \$10 contributions during 1978 and \$15 contributions in 1979 would produce a weighted-average benefit entitlement of \$10.

To protect the benefit levels of all participating groups the pension plan provides for review of all groups entering the plan to determine the years of noncontributory past service that will be credited.

On the advice of the plan's actuary, a new group's past service credit may be limited to something less than the maximum at the time of entry.

For example: If all members of a new group are 64 years old and have 25 years' service with the employer involved, credit for the 25 years may be limited.

Industrial pensions not new in industry

Washington—TNG's new portable, industrial pension plan is something that's never before been available for employees represented by the Guild, but national and international pension plans set up by unions are not new to industry as a whole—nor to the publishing industry—in the United States, Canada or Puerto Rico.

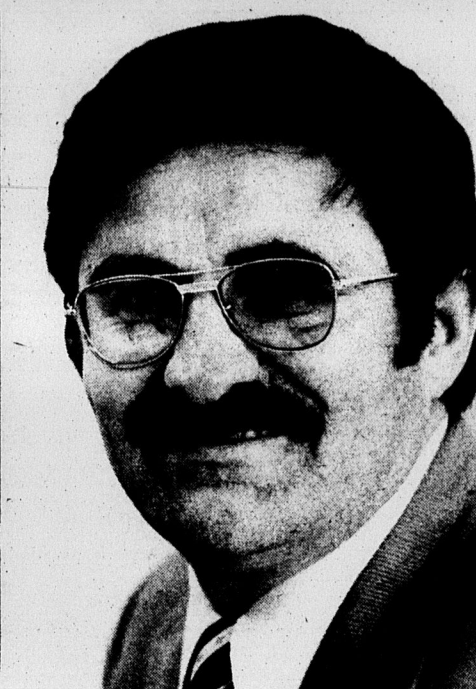
John F. Gentleman, the new Guild plan's actuarial consultant, said the following unions are among those who have successfully established similar plans:

The International Typographical Union, the Machinists, the Graphic Arts International Union, the International Printing & Graphic Communications (pressmen's) Union, the Seafarers, the Ironworkers.

Also, the United Assn. of Plumbers & Pipefitters, the Painters, the Laborers, the Meatcutters, the Bricklayers and the Molders.



DAVID BARR
With plan's counsel



JOHN F. GENTLEMAN
With plan's actuarial firm

Trustees launch TNG's new industrial pension plan

(Continued from Page 1)

son of the trustees, expressed his appreciation that Roca and Willett have taken the time to serve as trustees "of an idea a long time in coming and developing."

He stressed the importance of the plan both for its portability feature and as a solution to the high administrative costs imposed on smaller pension plans by the Employee Retirement Security Act in the United States and similar federal law in Canada.

The plan introduces pension portability—coverage is retained as members move from one participating employer to another—into an industry "long known for its transience," Perlik said.

"While ERISA does not compel employer maintenance of retirement protection for employees, it seems only a matter of time before current law will be improved to make it so," Perlik said.

"Accordingly, making use of The Newspaper Guild's International Pension Plan now will spare the industry the cost of catch-up later and at the

same time help provide a socially desirable benefit of high visibility and value," he pointed out.

Perlik and TNG Secretary-Treasurer Robert M. Crocker were named initial Guild members of the plan's board of trustees by TNG's International Executive Board in November.

The IEB in November also voted its approval of the Agreement and Declaration of Trust establishing the plan, with the proviso that any adjustments be made that are found by a Canadian pension attorney to be needed to assure conformance with Canadian law.

One of the pension trustees' first actions was to also approve the trust agreement, as adjusted in the interim to conform to Canadian law.

At their initial meeting the trustees also voted to establish an office for administration of the plan and named Helen L. Coleman, a member of TNG's secretarial staff the last five years, to staff the office as "assistant to the trustees."

Coleman opened the office, in Suite 602 at 1200 15th St. N.W., Washington 20005, on April 4.

The trustees also named Barr & Peer, Washington, to be counsel to the pension fund, Martin E. Segal Co. to be the fund's actuary and consultant, and the Philadelphia certified-public-accountant firm of Shulman, Kurtz, Turer & Topaz to be the fund's auditor. All three perform like functions as consultants to TNG.

The Segal Co.'s John F. Gentleman said an administrative cost of about five percent is expected for the new industrial pension plan. He compared this to as much as 25 percent of contributions going for administration of small, individual-employer plans.

Gentlemen and David Barr of Barr & Peer were authorized to obtain approval of the new pension plan from the U.S. Internal Revenue Service and

Department of Labor, which administers ERISA, and from Canada's Bureau of Taxation/Revenue, as well as to register the plan as necessary in Puerto Rico.

The trust agreement authorizes the trustees to establish a separate fund to cover Canadian employees who come under the plan, and it provides for a Canadian management trustee and for a Canadian fund "custodian," such as a bank.

Willett and Perlik were authorized to provide for temporary investment of the pension fund's assets until a more permanent investment program is instituted by the trustees.

The permanent investment option expected to be given the most serious consideration is TNG's Commingled Pension Trust Fund, in operation since 1957 as a vehicle for the pooled investment of the assets of individual-employer pension plans.

The commingled fund presently is administering investment of assets totalling about 13 million dollars from 25 individual pension plans covering Guild-represented employees.

No relationship between the industrial pension plan and the commingled fund presently exists, nor can it with-

'Portability'—what it is; 10 years, 10 papers okay

Washington—The portability feature of the new, industrial TNG International Pension Plan means that a participating employee will retain full benefit entitlements when moving from one contributing employer to another—even though he or she might lose benefits from any separate, local plan at the shop he or she leaves.

It also means that a Guild-covered employee can gain a vested interest in the plan's benefits even though he or she does not remain with one contributing employer the full 10 years required for vesting.

Vesting could, in fact, be achieved while working for 10 or more contributing employers over a span of 10 years—or more.

It also means that service toward vesting can be accumulated even though a person works for one or more noncontributing employers between jobs with one or more contributing employers—or works for no one between jobs with contributing employers.

Before an employee has achieved vesting, he or she can be away from employment by a contributing employer for as many years as he or she has worked toward vesting before he or she forfeits credit for service toward vesting.

For example: A person works six years for a contributing employer, then is away from covered employment for five, but returns to it for at

least 22 weeks in the sixth year. There is no loss of the previously earned six years' toward vesting. (Twenty-two weeks' contributing employment in any calendar year counts as a year's service toward vesting.)

If that same person, however, does not return to covered employment until the seventh year after leaving, or has fewer than 22 weeks' covered work in the sixth year, the six years' service toward vesting is forfeited.

After vesting, if an employee leaves covered employment for more than three consecutive years, his or her pension benefit will be calculated in two or more portions, depending on the number of three year breaks.

One portion will be calculated according to the rules, regulations and rates in effect at the time he or she first left covered employment after vesting.

The other portion or portions will be calculated on the basis of the rules, regulations and rates in effect during covered employment following each three-year break.

The pension of an employee who has worked for more than one contributing employer will be the sum of the proportional amounts attributable to employment with each.

The pension for an employee who has more than 25 years of credited service with various employers will be calculated from the 25 years that will result in the greatest monthly pension.

out action by the plan's trustees.

TNG began exploring the feasibility of establishing an industry-wide pension plan with a portability feature following the 1975 Convention. Delegates to the convention, held in Denver, said they considered the most important feature of such a plan to be the greatly reduced administrative costs it offers over the hundreds of separate plans covering Guild members—thus freeing more money for benefits.

Last year's convention, acting on a recommendation of the IEB, directed that the plan be established, again pointing to the greater portion of benefits to contributions possible through a single plan over individual employer plans with each necessitating its own administrative costs.

The Denver Convention estimated that while up to 85 percent of the Guild's members are covered by existing pension plans, about 3,000 Guild-covered workers are not covered by any pension plan.

The pension trust approved by the trustees March 23 and the IEB in November provides that the Guild and industry employers have an equal number of votes on the board of trustees, with a maximum of six for

the Guild and six for management.

Employer trustees need not be from among employers who are signatories of the plan, but must represent employers that bargain with the Guild. Roca and Willett will elect any additional employer representatives named to the board of trustees. The IEB will select any additional Guild trustees.

While the trust agreement specifies that a quorum for a meeting of the board shall consist of at least one trustee for the Guild and one from management, the IEB voted in November to require as a matter of policy that at least two Guild trustees be at each meeting.

Trustees will receive no pay for serving, but will be reimbursed for "reasonable and actual" travel and other expenses.

They are required by the agreement to follow the "prudent-man rule"—do what a prudent person in a like situation would do in carrying out their fiduciary and administrative duties.

All contributions to the plan on behalf of Guild-covered employees must be made by their employer and must be made under terms bargained by the Guild local holding a contract with the employer.

Six groups are first in the plan

Washington—Nearly 600 employees of five newspapers are being covered by a negotiated pension plan for the first time—thanks to the Guild's new industrial plan—and more than 100 at a sixth paper will receive benefits supplementary to those provided by an existing single-employer plan through their participation.

The five Guild-covered groups getting their first-ever negotiated plan are:

- ✓ The Detroit Guild's editorial unit at the Detroit News, totalling about 250 persons. The Guild's industrial plan replaces a former unilateral, employer-controlled plan.
- ✓ The St. Louis Guild's unit at the Metro East Journal in East St. Louis, about 80 persons. Again, an employer-controlled, unilateral plan is supplanted, its benefits and assets frozen.
- ✓ The Manchester Guild's unit at the Union Leader, about 100 persons.
- ✓ The Puerto Guild's unit at El Vocero, about 110 persons.



HELEN L. COLEMAN
Assistant to the trustees

'Regular pension' benefits

The table below, adapted from The Newspaper Guild International Pension Plan, shows the amounts of monthly benefits to be paid for several contribution rates under the "regular pension" provided by the plan. The benefits listed are to be multiplied by the years of each participant's covered employment to a maximum of 25. Benefits for contribution rates exceeding \$40 a week will be determined by the trustees. When more than one contribution rate is involved, the benefit will be the weighted average of the rates contributed during the 36 months before retirement.

Weekly contribution*	Monthly benefit, 25 years of service	Monthly benefit, 10 years of service
\$ 5.00	\$ 3.50	\$ 3.50
7.50	5.25	5.25
10.00	7.00	7.00
12.50	8.75	8.75
15.00	10.50	10.50
17.50	12.25	12.25
20.00	14.00	14.00
22.50	15.75	15.75
25.00	17.50	17.50
27.50	19.25	19.25
30.00	21.00	21.00
32.50	22.75	22.75
35.00	24.50	24.50
37.50	26.25	26.25
40.00	28.00	28.00

* For lesser weekly contributions, proportionately lower benefits will be paid.
† To be used only if the 25-year contribution rate is reached within five years of initial participation. If not, the benefit will be the weighted average of the rates contributed during the 36 months before retirement.

Following is the text of the notice of a hearing scheduled for May 3 on the proposed settlement of the long-standing dispute between the Los Angeles Guild and the Los Angeles Herald-Examiner over payment of "alternate benefits" and "dismissal pay" to former Guild-covered employees of the Hearst-chain paper. It is published in full here as part of the effort to apprise as many as possible of the affected persons of the hearing and proposed settlement.

NOTICE OF HEARING ON PROPOSED SETTLEMENT

TO: ALL PERSONS AND THE BENEFICIARIES OF ALL PERSONS EMPLOYED BY THE LOS ANGELES HERALD-EXAMINER OR THE HILLBRO NEWSPAPER PRINTING COMPANY ON AND BEFORE DECEMBER 15, 1967, IN BARGAINING UNITS REPRESENTED BY LOS ANGELES NEWSPAPER GUILD, LOCAL 69.

An arbitration proceeding has been brought against the Los Angeles Herald-Examiner and the Hillbro Newspaper Printing Co. (hereinafter collectively referred to as the "Herald-Examiner") by the Los Angeles Newspaper Guild, Local 69, (hereinafter referred to as the "Guild") and is now pending before the American Arbitration Association, Voluntary Labor Arbitration Tribunal.

This proceeding involves claims arising out of certain collective bargaining agreements entered into by the Herald-Examiner and the Guild and dated November 18, 1965, to November 18, 1967. These collective bargaining agreements are hereinafter collectively referred to as "the Agreements." This proceeding covers claims by employees who were employed on or before December 15, 1967, in the following departments represented by the Guild: editorial, circulation, advertising, classified advertising, promotion, clerical and stenographic, garage and dispatch display departments.

By this arbitration, the Guild seeks the payment of alternate benefits under the Agreements between the Herald-Examiner and the Guild to all persons represented by the Guild who had twenty-five years of service or who had reached the age of sixty-five or who were permanently disabled on or before December 15, 1967, and dismissal pay for the beneficiaries of all deceased former employees and for all other employees employed on or before December 15, 1967. The Herald-Examiner opposes all of these claims on various grounds, including, but not limited to, the expiration of the Agreements, and the Herald-Examiner's claims that the Guild followed improper procedure in attempting to enforce the Agreements and that no one has been dismissed and that jobs have been available for those striking employees who have sought to return to work.

Prior to the scheduling of the current arbitration proceeding, the Guild sought to have the matters in dispute herein heard in a different arbitration proceeding. That proceeding was held before Arbitrator Thomas T. Roberts on February 3, 1970. On August 12, 1970, Arbitrator Roberts ruled that the Guild's grievances were not arbitrable because the Guild failed to proceed to arbitration in a timely manner. On November 18, 1970, the Guild petitioned to vacate Arbitrator Roberts' award in the United States District Court for the Central District of California. On January 10, 1973, that court vacated Arbitrator Roberts' award and ordered the parties to utilize the grievance and arbitration procedures provided for in the Agreements. On October 4, 1974, the Court of Appeals for the Ninth Circuit affirmed the district court's decision. A petition for a writ of certiorari was denied by the United States Supreme Court.

The purpose of this notice is to inform you of the terms upon which it has been proposed that this arbitration be settled and how you can participate if you so choose. The proposed terms are contained in a Settlement Agreement which the Guild and the Herald-Examiner believe to be in the best interest of all concerned.

The Settlement Agreement provides that:

1. The Herald-Examiner shall pay the sum of \$750,000 in full settlement of all claims for alternate benefits, dismissal pay or similarly related matters of all persons employed by the Herald-Examiner on or before December 15, 1967, in all bargaining units represented by the Guild.

2. On May 3, 1977, at 10:00 a.m., Arbitrator John Kagel will conduct a hearing at the Dickens B and C Room at the Sheraton Hotel (near Los Angeles International Airport), 9750 Airport Blvd., Los Angeles, Calif. 90045, for the purpose of determining whether the settlement amount provided for in the Settlement Agreement is fair, reasonable and adequate. Arbitrator Kagel will have the authority to approve or disapprove the sum of \$750,000, but he will not have the authority to order any different sum. The arbitrator shall also have the authority to establish such procedures, and to set such further hearing dates as he deems just and proper.

3. Any claimant may appear at this hearing in person or by counsel or by any other representative and may show cause, if any he has, why the settlement amount should not be approved, and may present any evidence that may be proper and relevant to the issues to be heard. In lieu thereof, any claimant may present written or documentary evidence or argument as to why the settlement amount should not be approved as fair, reasonable and adequate, in person or through his representative at the hearing or by mail addressed to the American Arbitration Association, Voluntary Labor Arbitration Tribunal, 2333 Beverly Blvd., Los Angeles, Calif. 90057; provided, however, that any such written evidence or argument must be received in the offices of the American Arbitration Association, Volun-

tary Labor Arbitration Tribunal, not later than April 22, 1977, in order to be considered.

4. By March 25, 1977, the Settlement Agreement, a Stipulation of Facts and Issues prepared by the Herald-Examiner and the Guild, the Agreements, the award of Arbitrator Roberts, the opinion of the United States District Court and the opinion of the Court of Appeals for the Ninth Circuit will be on file with the Los Angeles office of the American Arbitration Association, Voluntary Labor Arbitration Tribunal, 2333 Beverly Blvd., Los Angeles, Calif. 90057. The telephone number of this Association is (213) 413-1414 and the regular hours of business are Monday through Friday, 8:30 a.m.-4:30 p.m. For a more detailed statement of the issues in this case, reference is made to said Settlement Agreement and Stipulation of Facts and Issues and the documents filed therewith. In addition, a complete record of the arbitration proceeding before Arbitrator Roberts and of the U.S. District Court proceedings including the transcripts of the hearings, exhibits and briefs is on file in the cases of "In the Matter of Arbitration Between Los Angeles Newspaper Guild, Local 69, American Newspaper Guild, AFL-CIO, CLC v. The Hearst Corporation," Civil No. 70-2653-RJK and Civil No. 71-21-RJK, at the U.S. District Court for the Central District of California, U.S. Courthouse, 312 N. Spring St., Los Angeles, Calif. 90012. A complete record of the appellate proceedings of the above-referenced cases is on file in Case Numbers 73-1742 and 73-1838 at the U.S. Court of Appeals for the Ninth Circuit, U.S. Court of Appeals Courthouse Building, 7th and Mission Sts., P.O. Box 42068, San Francisco, Calif. 94142.

5. If you are a claimant as defined in this notice, you will be deemed to be included in and bound by the settlement approved by the arbitrator, and bound by all proceedings, hearings and other matters occurring in this action. No claimant shall be entitled in any way to contest the approval of the terms and conditions of the Settlement Agreement except by appearing or filing written objections in compliance with Paragraph 3 above and any claimant who fails to object in such manner shall be deemed to have waived and forever shall be foreclosed from raising any such objection.

6. If you are a claimant and you approve of the proposed settlement and wish to have it approved by the arbitrator, you may advise him in writing or appear and testify at the arbitration hearing.

7. If at the time of the hearing on May 3, 1977, the arbitrator finds the sum of \$750,000 to be fair, reasonable and adequate, the Guild shall, no later than 30 days after the arbitrator's decision, propose to the arbitrator a formula for allocation of the \$750,000 among the claimants and shall also propose a notice to all claimants of this formula.

8. No later than 30 days after the submission of the Guild's allocation formula and notice to him, the arbitrator shall either approve the Guild's notice or direct a different notice and he shall then hold a second hearing at which individual claimants, in person or by counsel or any representative will be allowed to participate, to determine what is a fair, reasonable and adequate allocation of the \$750,000 among the claimants. The arbitrator shall have the authority to order an allocation formula different from that proposed by the Guild.

9. If the arbitrator approves the Settlement Agreement and the sum of \$750,000 and a formula for allocation of the \$750,000 among the claimants, the Guild and the Herald-Examiner will jointly petition the United States District Court for the Central District of California for an order enforcing the arbitrator's award.

10. After the entry of a final judgment enforcing the arbitrator's award, and on the closing date provided in the Settlement Agreement, the Herald-Examiner will pay to the Guild, as the representative of the claimants, the sum of \$750,000. The Guild will then distribute the \$750,000, subject to deduction for the arbitrator's fee, American Arbitration Association fees, reporter's fees, transcript costs, hearing room rentals, court filing fees, costs for newspaper notices and costs of the mailing of notices incurred in connection with the settlement. These fees are not expected to exceed \$25,000. There shall be no deduction for attorney's fees for either the Guild's or the Herald-Examiner's attorneys.

11. Should there be any pending litigation, as defined in the Settlement Agreement, at the time of the entry of the final judgment enforcing the arbitrator's award, the Herald-Examiner and the Guild may mutually agree to void the Settlement Agreement.

12. Prior to receiving a portion of the settlement, each claimant shall be required to sign releases, prepared by the parties, releasing the Herald-Examiner and the Guild from all claims for dismissal pay, alternate benefits or similarly related matters.

/s/ JOHN KAGEL
Arbitrator

\$750,000 proffered by Her-Ex for benefit claims, hearing set

(Continued from Page 1)

Hearst had unsuccessfully carried its contention that the dispute was not arbitrable all the way to the U.S. Supreme Court.

"Alternate benefits," an old Hearst-chain term, refers basically to severance pay paid under circumstances other than involuntary termination. Under the Guild's old Herald-Examiner contract, for example, an employee with a certain number of years' service could quit and collect an amount equal to severance pay. Upon his or her death it would be paid to a beneficiary.

In a March 24 letter to former Guild-covered Herald-Examiner employee, G. Richard Pattison, the Guild's acting administrative officer, said that if the \$750,000 is approved, the Guild would propose that \$600,000 go to alternate-benefits claimants who were 65 years old, or had more than 25 years of service, or who were permanently disabled the day the strike-lockout started.

This would provide alternate benefits claimants with 75 percent of what they would have received under the Guild contract had they resigned on Dec. 15, 1967.

It would also provide beneficiaries of employees who died before June 23, 1975, and who were not eligible for alternate benefits 75 percent of what would have been paid had they died on Dec. 15, 1967.

Another \$100,000, Pattison said, will be proposed for dismissal-pay claimants who were district managers or distributors on or before the day the strike began.

This would give them 15 percent of what they would have received under the contract had they been discharged.

And \$50,000 would be proposed for remaining dismissal pay claimants. They would get seven percent of what they would have received under the contract.

"While we would have liked the settlement to have been

larger, it represents the maximum amount we were able to obtain from the company," Pattison wrote.

"Under all of the circumstances, it was the Guild's opinion that it was preferable to accept the settlement rather than to continue lengthy litigation with the uncertainties, costs, and further delays which such litigation would entail," he added.

The case has dragged on more than seven years through one previous arbitration and before three courts.

At the May 3 hearing Kagel will seek to determine if the proposed \$750,000 settlement sum is fair, reasonable and adequate.

He will have the authority to approve or disapprove the \$750,000 but not to order any other amount.

If Kagel approves the \$750,000 settlement, the Guild within 30 days will formally submit to him its proposed formula for allocation of the money to the former strikers.

The agreement provides that the Herald-Examiner not participate in the allocation, nor approve or disapprove the formula.

Kagel will schedule allocation hearings no later than 30 days after he receives the Guild's proposals.

After those hearings he will either approve or disapprove the proposed allocation formula, or order one of his own.

The Guild and the Herald-Examiner jointly will petition the District Court for an order enforcing the award.

The agreement provides that notices of the first hearing be posted in Guild offices in Los Angeles and Orange counties as well as five other states and that the notice appear as legal ads in six dailies in California, including the Herald-Examiner, on April 6.

It also provides that the notice be printed by the Guild "in its own newspaper," construed to mean the Guild Reporter as well as the Los Angeles Guildsman.

While the Guild and the company each will pay their own attorney's fees, arbitration and other costs will be deducted from the \$750,000. These aren't expected to exceed \$25,000. The Guild's proposed allocation would apportion the deductions among classes of former employees.

The other weighted basis the Guild is using in its allocation formula is years of service. It is proposing that the money be distributed on a pro rata basis in accordance with service as it would have been under terms of its old Herald-Examiner contract.

Each claimant will be asked to sign a waiver freeing both the Guild and the company from further claims.

If the proposed settlement fails at any of the steps necessary for its ratification and implementation the Guild and the company will return to arbitration under the decision of the Circuit Court upholding the District Court.

The Herald-Examiner throughout the years has resisted paying the Guild's claims for the strikers on grounds that the contract had expired and that no one was dismissed because there were jobs for those who wished to return.

When the Guild and the Machinists struck, all the other unions were locked out.

Years of picket line and boycott activity followed until the last strike benefits were ended in 1969.

The Herald-Examiner experienced a halving of its circulation—it was once the country's biggest evening paper—and advertising kept sliding.

Meanwhile, the staff that produced the paper during the strike turned over rapidly and eventually few remained who were there when the strike began.

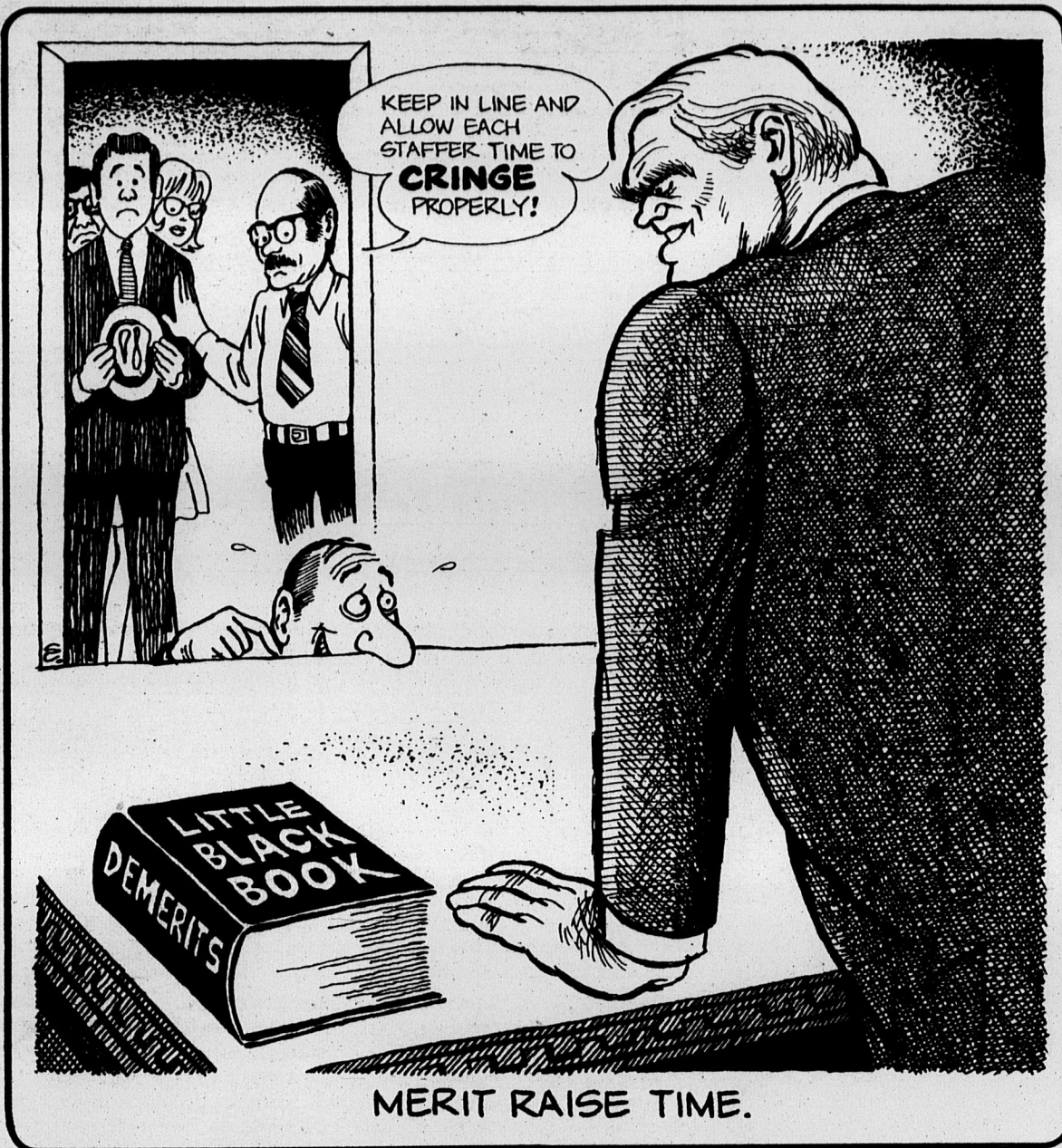
Last month, after protracted organizing and bargaining, a new local of the International Printing & Graphic Communications Union signed a three-year contract with the Herald-Examiner covering 700 employees in most departments (GR, March 11).



Marching for Stevens workers

New York Guild leaders join march supporting bargaining rights for employees of J. P. Stevens Co. and protesting the company's union-busting tactics. With the New York Guild banner, from left, are Morgan Jin of the New York Times Guild Unit;

Rose Mary Mechem, chairperson of the Time, Inc., Guild Unit, and Harry Fisdell, the local's executive vice president. Behind them: Raymond A. Mann, local secretary-treasurer, and, in the shades, Don Fowler Kaminsky, local representative.



Bargaining bulletin—Madison style

Management of the Capital Times in bargaining with the Madison Guild proposed that seniority and step-ups be eliminated in favor of a single flat minimum with every staffer given an annual "performance review" to determine how much, if any, over-minimum he or she might get or keep. Guild member Ed Hinrichs, the paper's artist, put

the proposal in perspective with the cartoon reproduced above. The speaker is Robert Meloon, the managing editor. The figure in the foreground at right is Miles McMillin, publisher and editor. The cartoon original is now framed and hanging on the wall in McMillin's office. McMillin used to be a member of the Madison Guild himself.

Pressmen voted out by Post replacements

Washington—Pressmen's Local 6 of the International Printing & Graphic Communications Union was decertified as bargaining agent for pressroom and stereotype employees of the Washington Post in a March 23 election in which only replacements for striking Local 6 members

were eligible to vote.

The tally in the National Labor Relations Board election was 146 to 1 among those working in the press room and 21 to 0, with six ballots challenged by the Post uncounted, among those working as stereotypers.

Members of Local 6, which

struck the Post on Oct. 1, 1975, continued to picket the paper's main entrances following the election. Their picket signs were to be changed, however, to state that Local 6 has a dispute with the paper, rather than stating that its members are on strike, a pressmen's representative said.

'Resign!' local's president tells CLC's

Vancouver — Don Hunter, president of the Vancouver-New Westminster Guild has called on Canadian Labour Congress President Joe Morris to resign following remarks critical of press coverage of labor to about 200 British Columbia union members March 28 and a verbal exchange between the two afterward.

Hunter, in a news release the next day, accused Morris of having "maligned" the Guild and its members in an "outrageous attack on the ethics and credibility of Canadian news reporters" in his address to a CLC education seminar at Harrison Hot Springs.

Hunter said that when he approached Morris afterward and challenged his statements, Morris "persisted" and, in addition, severely criticized TNG Canadian Director William McLeman for advising Guild members to work during the CLC's nationwide "Day of Protest" on Oct. 14. The advice was given, and followed by Guild and other newspaper union workers in most population centers, so that coverage of the day's events would not be limited to reports by nonunion or anti-union employees.

Morris declined to respond to Hunter's charges or to the telegram demanding he resign.

A CLC representative, however, said that he feels "the incident at the meeting has been blown out of all proportion."

"Mr. Morris merely stated the fact that he has often repeated: that some reporters have a tendency to editorialize rather than report the straight facts and that the labor movement suffers from such treatment," the CLC representative said.

"The CLC does not expect the media to be biased in its favor. We merely expect reporters to present a fair and balanced view of the issues they cover. The majority of reporters act accordingly and we have the highest respect for them," he continued.

"Any attempt to suggest that Mr. Morris is blaming the Guild or its entire membership for the shortcomings of a small minority is misleading and can only harm the good relationship the labor movement enjoys with the majority of the working press."

The CLC representative also said he found the remarks attributed to Morris about McLeman

"hard to believe" since "we have been on good terms" with him, "especially during the time of the 'Day of Protest'."

Hunter said that in his criticism of labor coverage Morris was "more specifically aiming at radio and TV," but included newspaper reporters as well.

Morris made "repeated reference to alleged slanted and biased reporting of his statements," Hunter said.

He said that Morris's remarks "effectively besmirched the credibility and ability of every news reporter in Canada."

After Morris's talk, Hunter said he told Morris "in strong terms that I resented his attitude" and that Morris replied: "So what? Half of them don't even know they're in a goddam union anyway?"

Hunter said he finds "unpardonable his [Morris's] persistence in presenting the news media, and by implication The Newspaper Guild, as the enemy of organized labor."

Hunter was at the CLC conference to serve as a resource person for a class on public relations and labor journalism.

Six 'bad-faith' charges against Post upheld

Baltimore — The National Labor Relations Board's acting regional director here has upheld six Washington-Baltimore Guild unfair labor practices charges against the Washington Post, but has rejected three others.

In doing so, Sidney Smith also proposed a settlement agreement on the six charges that the Post has refused to bargain in good faith and said that if there was no agreement he will issue a complaint against the Post.

Guild counsel, however, said it shortly would appeal the three charges Smith rejected to the NLRB's general counsel in Washington.

Smith upheld Guild charges that the Post had unilaterally instituted a commissioned-advertising sales system, telling the Post in the proposed settlement agreement to cancel the scheme and re-assign all advertising solicitation to regular employees.

The Post also was told to bargain with the Guild if it wants independent contractors to sell ads.

When the charges were filed on Feb. 4, a Guild representative said that some of those the Post

was "hiring" to sell ads solely for commission were being assigned to regular full time salespeople for training.

A Guild charge that the Post refused to furnish names, precise salaries and/or wages of all persons in the bargaining unit and to bargain over any proposed changes in working conditions and pay—including subcontracting of unit work—also was upheld.

But Smith said in a March 24 letter to the Guild that there was insufficient evidence to establish a violation of the National Labor Relations Act in regard to these other Guild allegations:

✓ That the Post refused to supply information on hiring, terminations and changes in job classifications;

✓ That the paper entered into personal service contracts with several writers "in specialized areas";

✓ That the Post cut the hours of one employee in retaliation for the Guild having questioned the Post about why it failed to treat her as a regular full timer. The person was putting in a full work week at two parttime jobs.

Arbiter rules paper offside in firing sports-editor/ref

Chester, Pa.—Discharge was too severe a penalty to impose on a sports editor who officiated at a game he was covering, an arbitrator has ruled.

Arbitrator Lewis M. Gill made the penalty a 30-day suspension.

The Delaware County Daily Times fired the sports editor for "neglect of duty" and "dishonesty," calling his employment as head linesman at a high school football game a "flagrant breach" of the Philadelphia Guild's contract provision that employees may not accept outside jobs on company time or which are in "direct conflict" with "the publisher's interest."

In testimony at the hearing, the sports editor admitted that he assigned himself to cover the game so he could be an official.

He left a memo for the assistant city editor saying that he would cover the game and that he had arranged for a stringer to cover his original assignment. And the city desk didn't object, according to testimony.

Gill noted that the sports editor had a good record covering 10 years at the paper, that he had officiated before and that some in management knew it.

In fact, the paper had run a feature spread with photos on his earlier work as an official.

That work was performed on his own time and the latest instance wasn't, Gill found.

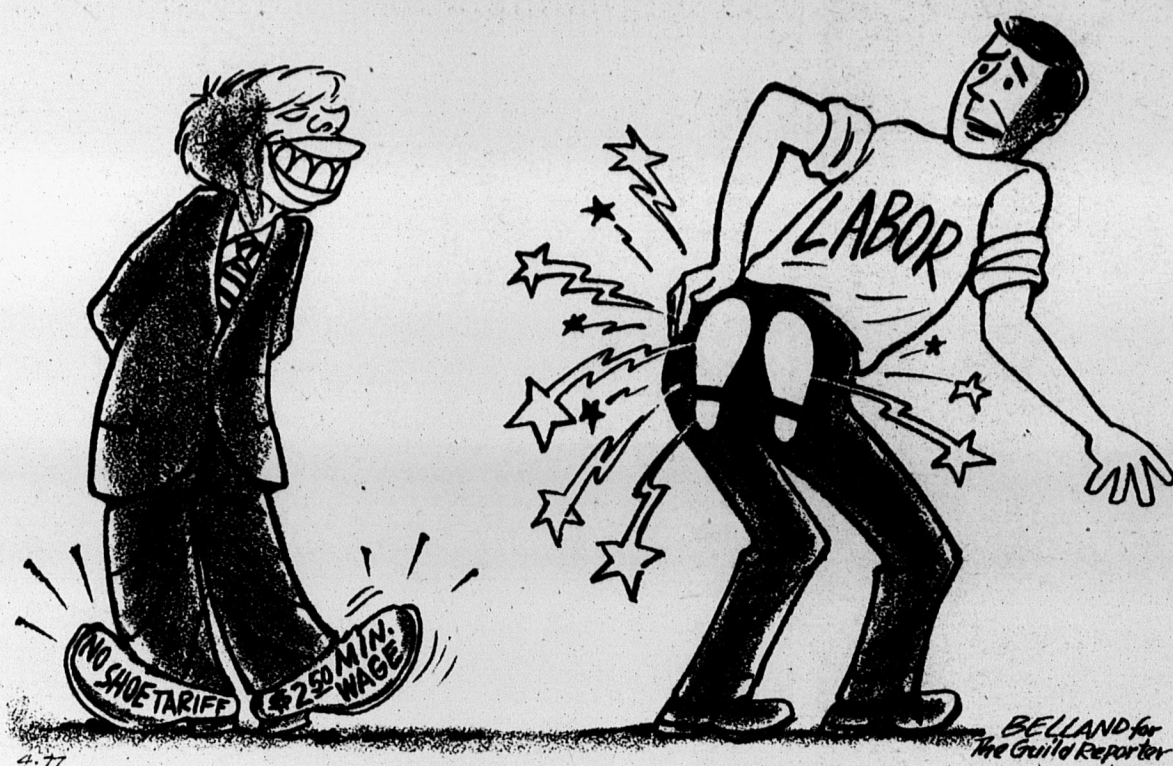
But the sports editor had never received a previous indication that management disapproved of his officiating, Gill added.

The company's violation of the Guild's contract provision that there be two weeks' written notice of discharges except in aggravated circumstances would have been enough to reinstate the sports editor, Gill said.

His offense wasn't that flagrant, however, and the punishment "clearly" did not fit the crime, the arbitrator held.

Citing the need for progressive discipline, Gill ordered the sports editor reinstated with back pay less the 30 days suspension.

'We're running out of cheeks to turn, Jimmy!'



Guild asks court to order Post to arbitrate under '74 contract

Washington—The U.S. District Court here has been asked to confirm that the Washington-Baltimore Guild's 1974 contract with the Washington Post still is in effect and to order the Post to comply with its grievance and arbitration provisions.

Guild attorneys, in a petition for declaratory judgment filed March 25, pointed to the contract's provision that its terms "shall govern during the continuance of negotiations" if a new agreement had not been reached by the contract's March 31, 1976, expiration date.

Counsel for the Guild said that the Post has 20 days to file a response and that no hearing date has been set.

Back in February of 1976, the Post took the position that negotiations could not begin on a new contract until it was decided whether the Guild or the Washington Newspaper Union was the collective bargaining agent, the petition points out.

Saying that if negotiations could not begin it was not the union's fault, the Washington-Baltimore Guild told the Post that "it is our assumption that the current agreement will continue

in full force and effect until said time that negotiations can get under way and a new contract settlement is reached," the petition continues.

The Guild successfully defended its bargaining rights against the Washington Newspaper Union's challenge in a National Labor Relations Board election held on July 17 and 21, 1976. The Guild was re-certified as the collective bargaining representative eight days later.

Bargaining for a new contract began last October and continues, the petition notes.

But the Post has refused to agree to move grievances to arbitration, claiming that the contract has expired and there is, therefore, no agreement to arbitrate, the petition charges.

Immediately at issue are the discharges of three employees and the forced resignation of a fourth.

The Guild has told the Post that it is prepared to move the cases to arbitration.

Furthermore, the Guild said, in view of the Post's position the union also was prepared to take the matter to court to cover all grievances which have arisen since the contract's expiration.

The Guild's petition also points out that it had notified the Post of its intent to open bargaining for a new contract in a timely fashion.

Had it not been for the Washington Newspaper Union's petition for a representation election, there would have been a new Guild contract at the Post by last April 1, the petition adds.

Or, it says, if there had not been a new agreement by then, negotiations would have continued—as is the case today.

NLRB's Walther reportedly resigned

Washington—Peter D. Walther, member of the Philadelphia law firm employed by the Philadelphia Bulletin during a Guild organizing campaign before being named to the National Labor Relations Board in late 1975, is reported to have submitted his resignation from the NLRB.

Walther's term on the NLRB does not expire until 1980. He cited personal reasons for the resignation, according to published reports.

In that instance, the "terms . . . shall govern during continuance of negotiations" language would be in force, the petition continues.

Since the temporary roadblock to entering bargaining has been removed by the Guild's re-certification as the bargaining agent, the petition says, and since bargaining is in fact taking place, the grievance and arbitration provisions of the old contract are still in force.

But even if the old contract is deemed by the court to no longer be in effect, the Post still should be required to arbitrate the grievances, the Guild's petition adds.

The Guild and the Post agreed in the old contract to resolve all disputes by the grievance and arbitration provision and that section doesn't exclude disputes which arose after expiration, it adds.

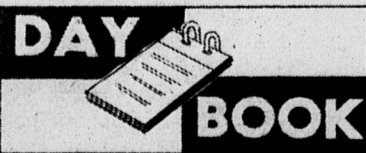
The Guild's position may have been strengthened by a March 7 decision by the U.S. Supreme Court [GR, March 11], according to some observers.

The court, voting 7 to 2, said an employer is obligated to arbitrate disputes arising out of an expired contract.

In a case brought by the Bakery Workers, the court majority held that even though the dispute had arisen after the contract expired, it "clearly" arose "under that contract."

U.S. tells of age bias

Washington — Nearly 13,000 persons, aged 40 to 65, were found to be victims of job discrimination based on age in violation of the Age Discrimination in Employment Act during the year ended Sept. 30, 1976, according to the U.S. Labor Dept.



International Executive Board, spring meeting, April 25-29, TNG Headquarters, Washington.

Great Lakes, Midwest and Southern District Councils, joint spring meeting, May 14-15, St. Louis.

Western District Council, spring meeting, May 21-22, Los Gatos Lodge, Los Gatos, Calif.

Middle-Atlantic District Council, spring meeting, May 21-22, New York City. 44th Annual TNG Convention, June 27-July 1, Ilika Hotel, Honolulu.

Editorial

Common-sense labor law

The following is taken from an address by AFL-CIO Secretary-Treasurer Lane Kirkland to the Michigan AFL-CIO.

We want the Congress to put some teeth in the nation's labor laws. We are not looking for any new laws. We want only to make the old one work. We are confident that it can and will work if the most glaring and inexcusable deficiencies and procedures are corrected.

We want some common sense in the law reflecting the lessons of 30 years of practical experience since the last major revision, by an anti-labor majority, of the National Labor Relations Act.

We want Congress to set definite time limits for the holding of NLRB representation elections involving no major legal issue.

We want Congress to provide for preliminary injunctions to prevent employers from discriminating against workers who exercise their right to organize and we want that legal right when the discrimination takes place, not years afterward.

We want Congress to expand the Labor Relations Board from five members to nine, as the labor-law section of the American Bar Assn. has recommended.

We want Congress to arm the board with the power to issue self-enforcing orders, rather than having to go to courts that are also overburdened.

We want Congress to clarify certain provisions in the laws that have confused the courts and the board, resulted in contrary rulings in similar cases and created more disputes than they have resolved.

We want Congress to provide that unfair labor practice charges filed by unions are given the exact treatment as those filed by management. That's not the way it is today. Charges filed by unions bring only cease-and-desist orders, which are ignored. But the employer gets swift, effective, even vindictive remedies.

We want Congress to repeal Section 14(b) of the Taft-Hartley Act. Section 14(b) is a powerful union-busting weapon that Congress has given to unfair employers who need no more weapons. To permit states to negate federal policy is absolutely contrary to any national, uniform labor-relations policy.

We want the Congress to end government subsidies for companies that consistently and repeatedly and flagrantly violate the nation's labor laws.

Finally, we want Congress to see to it that every worker is fully and equally protected by the nation's fundamental labor law.

This is one of the toughest fights we have ever been in. The National Assn. of Manufacturers, the Chamber of Commerce and the so-called Right-to-Work Committee and all of its fronts and its offshoots have built a mammoth war chest.

But we have something more important on our side. We have American history and the American ideals of justice, fair play and equality under the law. If we can get through the smoke-screen of manufactured opposition, the plain people of America will listen fairly to our case. If we do justice to our own cause, they will understand and support. That is all that we can ask and that is all we need.

The Guild Reporter

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Editor

ROBERT DUDNICK, Associate Editor

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