

Our bargaining program—why we have one: 4-6

New York Guild strikes the Post after company breaks off talks

New York—The New York Guild Aug. 22 turned its observance of pressmen picket lines at the city's three dailies into a strike of its own against Rupert Murdoch's New York Post.

Harry Fisdell, the Guild's executive vice president, said Aug. 23 that the "straw that broke the camel's back" was a Post court suit seeking to take away the Guild's right to arbitrate grievances.

The Guild had met with the Post on Aug. 21 and was preparing a proposal as requested by the paper when management representatives suddenly walked out, Fisdell said.

The Post was seeking in its

suit to deny arbitration of all grievances that arose after April 15, the day it "terminated" the Guild's contract. The contract expired March 30.

If it is successful, 60 to 65 Guild members still on Murdoch's "hit list" would be without protection, Fisdell said.

The Post Unit as a whole would be without protection as well, he added.

The "hit list" is a group of employees Murdoch wants to get rid of by induced resignation, retirement or other means.

The Guild had been observing picket lines set up Aug. 9 by the New York local of the International Printing & Graphic

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Communications Union against the Post, Times and Daily News in an effort to stave off publisher demands that would reduce the number of pressmen by half.

Other Guild strike issues at

the Post are the "onerous" working conditions posted by management when it "terminated" the contract, its proposal for a wage freeze, and other retrogressive proposals still on the table that are worse than what the Daily

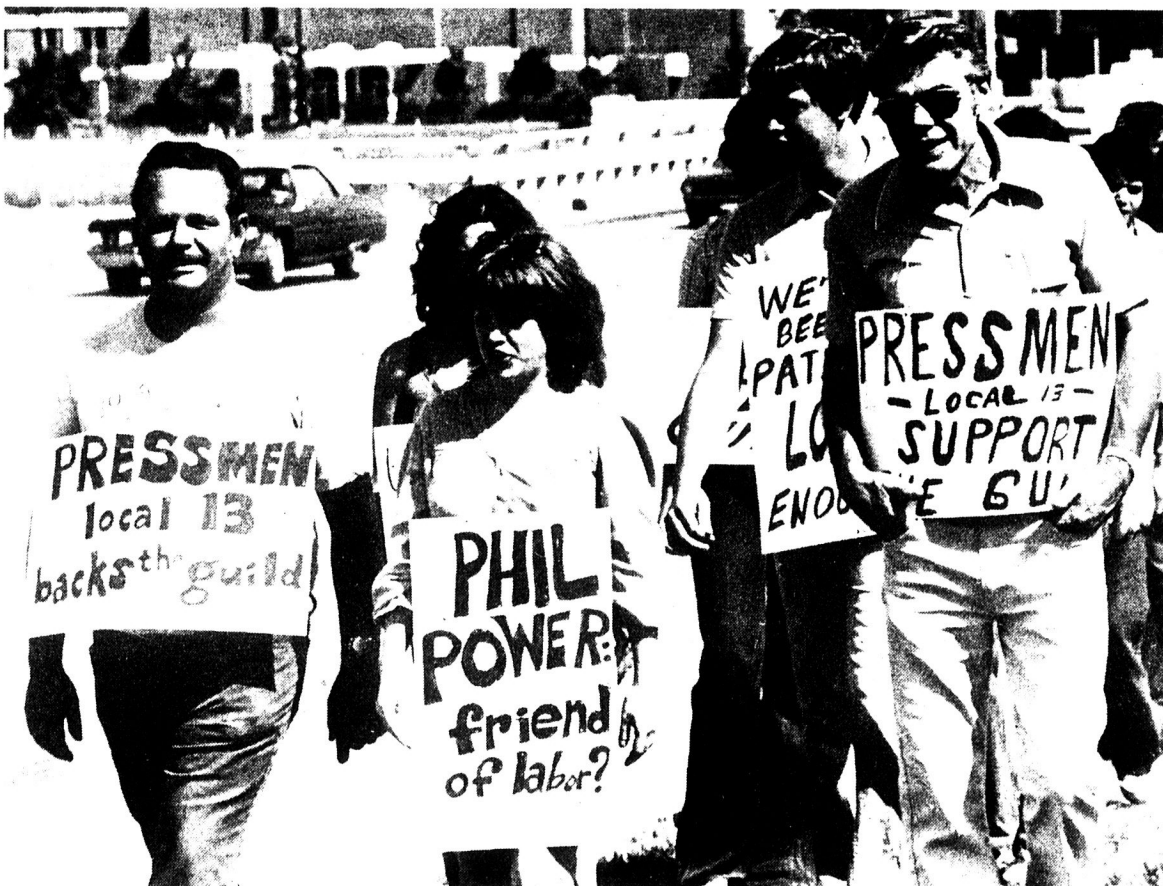
News wanted in negotiations that ended the Guild's June strike there, Fisdell said.

With Local 6 of the International Typographical Union abstaining, the city's Allied Printing Trades Council voted unanimously to support the Guild's Post strike.

The printers are in the middle of an 11-year contract with the three Manhattan dailies and are not on strike or observing pressmen picket lines.

But the papers have sent their printers home since there is no work. None of the papers had published since the pressmen struck and the other unions re-

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William Brown, Guild Reporter

Unity is the real 'power'

Pressmen's Union leaders help lead Detroit Guild's informational picket line at Observer & Eccentric papers in suburban Livonia Aug. 5. From left are Ken Lavley, Pressmen's Local 13 Executive Board member; Lynn Orr, Guild member, and Ray Rice, Local 13 Executive

Board member. Informational picket line protested management stalling on negotiations for initial Guild contract at chain of biweeklies. "Phil Power" is reference to chain's owner, who was running on pro-labor platform for Democratic senatorial nomination. He lost.

Full regular dues effective Sept. 1; 4,800 get benefits

Washington—Addition of 4,200 members from New York's three big dailies to 600 elsewhere drawing benefits from TNG's Defense Fund has pushed the fund's outlay to about \$250,000 a week and triggered "full regular dues" for the first time in more than two years.

"Full regular dues" add amounts ranging from \$1 to \$14.75 to monthly dues, with all of the additional amounts going to the Defense Fund. The additional amounts, like other dues under TNG's Constitution, are higher for those earning more and lower for those earning less. The \$14.75 a month applies to those making \$475 or more a week, the \$1 a month to those making less than \$50.

The higher "full" dues become effective Sept. 1 and, under TNG's Constitution, will remain in effect until Defense Fund assets return to \$2,000,000.

"It seems clear" that will be "at least four months" after the New York strike ends, TNG President Charles A. Perlik, Jr., wrote to all locals Aug. 15 in the formal notice of the start of higher dues.

The Defense Fund had "less than \$1,000,000 in immediately available cash" when the New York strike started on Aug. 9, Perlik said.

Even with "full" dues starting in September, TNG's Defense Fund obligations to members in New York, Madison, Montreal, Pontiac, Mich., Vallejo, Calif., and Steubenville, Ohio, can be met past the first week in September only by borrowing from "emergency sources," he wrote. Guild members in Royal Oak, Mich., had been locked out but now have returned to work.

Noting that September's per-capita payments, including the ad-

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Merger hopes dominate ITU's convention

Springfield, Ill.—Merger was clearly the dominant topic of the International Typographical Union's 120th Convention here Aug. 5-11.

Delegates unanimously approved terms of an agreement which, if approved in referendum on Oct. 18, will merge the 3,000-member International Mailers Union into the ITU.

They heard speeches about merger from the ITU's new president, Joe Bingel, from TNG's President Charles A. Perlik, Jr., from Graphic Arts International Union Secretary-Treasurer Joseph Hellman and from Ralph Valero, the IMU's president [Guild Reporter, Aug. 11].

A timetable calling for a full proposal for merger of the ITU and TNG to be submitted to the 1979 convention was enthusi-

astically endorsed in the report of the convention's Committee on Graphic Arts Unions Mergers. Many committee members expressed disappointment, however, that an ITU-TNG merger proposal was not ready this year, the report noted.

"The rising demand of members for strength and security can best be met through unification of all graphic arts and communications unions," the convention

declared, calling for "closer relations, liaison and co-operation" with the GAIU and the International Printing and Graphic Communications Union as well to "hasten the goal of one big union in our industry."

Merger was cited time and again by all sides in debate on other matters by convention delegates.

For while merger may have been the convention's dominant

topic, it was by no means its only one.

The ITU's by-laws were amended to eliminate more than a dozen sections that established contract standards on what the ITU Review called the vestige of the hot metal publishing era—reproduction.

In their place, the convention approved a new by-law which directs the Executive Council to set up "specific guidelines" to locals on requirements and recommendations for contract proposals.

The two actions together will enable the ITU to be more responsive to the needs of locals and members "facing the ever-changing conditions brought about by steadily increasing automation challenges," the convention said.

The convention also approved

and sent to referendum four amendments to the ITU's Constitution, including one which would extend the terms of the union's international officers to three-year, from two, starting in 1980.

The three-year terms, the convention said, are "needed to effectively administer ITU needs."

The convention also endorsed a long-range program of "maximum organization" launched by the ITU's officers under a series of special assessments approved last year.

The convention calls for "full utilization of the membership" in the program and for both mailer and printer locals to "broaden their organizational programs to go beyond the traditional units." It also called "especially" for "utilization of minority and

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TNG membership nears 34,000

Washington—TNG membership hit its eighth record high in the past 10 months on July 1, Secretary-Treasurer Robert M. Crocker reported.

July 1 active, dues-paying membership was 33,976, up 413 from June 1 and an increase of 405 over the previous high of 33,571 on May 1.



Clyde H. East, ITU

All together!

ITU President Joe Bingel (left) and TNG President Charles A. Perlik, Jr., present a preview of what things might be like in a merged union—harmonious—when they sing "Side by Side" at a mailers' party during the International Typographical Union's convention in Springfield, Ill. The fellow on banjo owns bar where this took place.

ITU to vote on merger with International Mailers

(Continued from Page 1)
female members as well as retirees" in the organizing push.

ITU First Vice President Robert McMichen has been put in overall charge of the organizing effort, Bingel said, and Third Vice President Allan Heritage has been given overall responsibility for the effort in Canada. International Representative Thomas McGrath has been named field coordinator. McMichen told the convention

that the special organizing fund had a balance of \$431,674 after \$14,490 had been spent for training.

The convention's Committee on Returns and Finances reported that in the year ended Dec. 31, the ITU's General Fund had receipts of \$7,004,032 and expenses of \$6,152,580, for a surplus of \$841,452, putting its year-end balance at \$936,085.

The ITU Strike Fund during

1977 took in \$2,493,600 and paid out \$2,328,480, ending the year with a balance of \$961,942, up \$165,119 from the year before.

With the transfer of \$1,000,000 from the Mortuary Fund and the entire year-end General Fund balance to the Strike Fund on Jan. 1, the union had \$2,898,027 for strike and lockout benefits at the beginning of 1978, the committee reported.

The convention's Committee

on ITU Industrial Pension Plans reported that the plan covering U.S. members had net assets of \$161,392,035 as of June 30, up \$17,521,125 for the 12 months since July 1, 1977.

The plan for Canadian members had assets of \$8,572,890 as of June 30, an increase of \$1,664,678 over the year before.

Among other actions during its six-day meeting, the convention:

✓ Endorsed the call by Bingel

for members to "engrave in our minds the names of the 42 (U.S.) senators who refused to let labor law reform be brought to a vote" on its merits this year so that "we can react properly at the polls."

Bingel pledged an all-out effort by the ITU for labor law reform "so long as there is any possibility of enacting this basic human rights legislation."

✓ Urged Congress to "speedily enact" legislation to prevent police from obtaining warrants for surprise searches of homes and offices of persons not suspected of crimes, requiring instead that they seek subpoenas which can be contested.

"The press needs protection against such raids," as does every citizen, the ITU convention said, because during such searches police can "try at will through desks and files that may yield confidential information."

✓ Supported extension of the deadline for ratification of the Equal Rights Amendment, urged the Illinois legislature to ratify the measure and reaffirmed the ITU's support for the Coalition of Labor Union Women.

✓ Endorsed the All Unions Committee to Shorten the Work Week, founded in Detroit last October, and called upon locals to support its efforts to create jobs.

✓ Called for enactment of Sen. John Glenn's postal reform bill, aimed at averting threatened additional cutbacks in postal services and cushioning the impact on labor and other nonprofit publications of another round of large postal-rate increases.

Besides Perlik, Guild members who attended some or all of the ITU convention here were:

J. William Blatz, TNG director of field operations and member of TNG's Special Merger Committee; Charles Dale, TNG international representative, and also a member of the merger committee; Diane M. Woodstock, TNG vice president from the Midwest, president of the Madison Guild and also a member of the merger committee; Jim McCarthy and Diane Duthie, both of Ottawa.

Angry Farber lashes at judge's outburst, denies he sought to profit from death trial

Hackensack, N.J.—Jailed New York Times reporter M. A. Farber has strongly denied charges that he is out to get a murder trial defendant in order to make a fortune on a book and movie.

The charges were made by U.S. District Court Judge Frederick B. Lacey in Newark, who said Farber collaborated with the prosecution "for pecuniary gain and to advance their careers," citing the reporter's acceptance of

part of a \$75,000 advance from Doubleday & Co. for a book on the Mario Jascalevich murder trial.

"The net results of these baseless accusations has been to distort and almost totally obscure the fundamental issue in my case—the need for a hearing that we feel will vindicate my belief and that of the New York Times that a reporter's notes and documents are, and must be, protected by the First Amendment and the state shield laws," Farber said in Newark.

Farber also denied that he had a movie contract with Warner Bros., Inc.

He broke off contract talks with Warner Bros. when it demanded of him the same things that a Bergen County judge demanded—his notes, Farber said.

The Wall Street Journal reported on Aug. 14 that Doubleday, the hard-cover book publisher, had assigned paperback rights to Farber's book to a publishing subsidiary of Warner Communications, which also is Warner Bros.' parent company.

Farber had offered to give the uncompleted book manuscript to the murder trial judge, who finally accepted while saying that he still wanted all of Farber's notes and documents, as demanded by the defendant's counsel.

Farber said he surrendered the partial manuscript reluctantly but did so because "in recent days, false charges have been made about the manuscript and about my motives for writing the book."

Farber editorial, Page 8

"These charges suggest that a desire for riches from the book led me to conspire with the prosecution in an effort to indict and convict Dr. Jascalevich, and that I have been hiding behind the First Amendment to conceal this greed-inspired conspiracy," Farber said.

With the central issue of privilege thus obscured, Farber charged, "it has become impossible for us to effectively present and argue our positions."

"It has been alleged," he added, "that the manuscript contains materials that might establish Dr. Jascalevich's innocence. I strongly believe that none of the materials in this manuscript, just as no other information that I have, will establish the innocence or guilt of the defendant."

"I make no apologies for my stories. I make no apologies for later entering into a contract to write a book whose only function can be to inform the public. I make no apologies for being paid for my honest labor," Farber said.

From Brussels, meanwhile, the International Federation of Journalists, of which TNG is an affiliate, issued a statement saying that it "urgently requires the liberation of Myron Farber, who acted in conformity with the highest standards of our profession."

"Reaffirming that no real liberty of the press is conceivable

without the observance of professional secrecy, the IFJ fully supports The Newspaper Guild's relentless efforts with a view of achieving full legal protection of this elementary right," the statement said.

Farber is a member of the New York Guild.

Meanwhile, in Pittsburgh, Post-Gazette reporter and Pittsburgh Guild member Joyce Gemperlein has been subpoenaed to a federal grand jury investigation of the leaking of a memorandum concerning a blackmail case.

Gemperlein obtained the memo and used it as the basis for a story. She has refused to disclose from whom she received the document.

The prosecutor had obtained a restraining order that prevented publication of the story for a day, but the paper had the order vacated.

In California, the San Francisco-Oakland Guild and the Media Alliance, a free-lances' group, have filed separate friend of court briefs in the case of a former Sacramento Union reporter who has been issued a demand to turn over notes on stories he wrote that led to murder indictments.

The Central California Guild said it would also file a friend of the court brief supporting the reporter, John Hammarley.

Hammarley's case is before the State Court of Appeal and probably won't be heard before the first of the year, George Randol, administrative officer of the Central California Guild, said.

Boycott J.P. STEVENS PRODUCTS

TNG's International Executive Board and the international labor movement are calling on all consumers to stop buying J. P. Stevens Company products.

In addition to Stevens' own name, you'll find them hiding under these brand names, among others:



SHEETS & PILLOWCASES

Beauti-Blend
Beauticale
Fine Arts
Peanuts (comic-strip figures)
Tastemaker
Utica
Utica & Mohawk
Designer labels:
Yves St. Laurent
Angelo Donghia

TABLE LINEN

Silmtex

BLANKETS

Fortmann
Utica

TOWELS

Fine Arts
Utica
Tastemaker

CARPETS

Contender
Gullstan
Merryweather
Tastemaker

HOSIERY

Finesse
Hip-Lets
Spliff

Guild, all crafts settle strike in Royal Oak

Royal Oak, Mich.—A lockout that turned into a strike—in the middle of which the paper was sold—was settled early Aug. 18 and all employees were back that day, putting out the Royal Oak Tribune.

The paper had been closed since the local ownership locked out 140 employees on June 19.

Representing management in the final round of talks that brought new contracts to those unions still without them were representatives of the old ownership and of the Ingersoll chain, whose purchase of the Tribune

was announced on Aug. 17.

The lockout had been declared over by the company on Aug. 16 and it instructed employees to report for work but, in the case of the craft unions, without new contracts.

(The Detroit Guild's unit had ratified a new contract on Aug. 11.)

The pressmen's chapel of the International Printing & Graphic Communications Union rejected the call to return and struck for a new contract on the morning of Aug. 16.

The Guild and the other craft

unions immediately respected the picket line, with the International Typographical Union and International Mailers Union chapels saying they were still locked out.

Also honoring the line was the Teamsters Union, which had reached settlement on a new contract before the lockout occurred.

The Typographical Union reached agreement on a new contract on the afternoon of Aug. 17. The other open crafts reached agreement at stages throughout the night, with the pressmen settling at 2 a.m. Aug. 18.

Rumors of the Tribune's sale had circulated for some time.

They were confirmed by the company on Aug. 16 to the extent that an agreement in principle had been reached with an unidentified party.

Ingersoll, which publishes a number of small and medium-sized dailies, has contractual relations with the Guild at its Delaware County Daily Times in Chester, Pa. (Philadelphia Guild), Fall River (Mass.) Herald-News (Boston Guild), Kingston (N.Y.) Daily Freeman (Kingston Guild), Pawtucket (R.I.) Times (Paw-

tucket Guild), Pottstown (Pa.) Mercury (Philadelphia Guild), and Tonawanda (N.Y.) News (Buffalo Guild).

The Guild's settlement provides for a three-year key top minimum increase of \$62 (\$22.50, \$17 and \$22.50) to \$411 a week.

It also provides for publisher pension payment of \$8 per week per employee and entrance into TNG's International Pension Plan, a dental plan and a requirement that the publisher pick up any increases in the cost of the health plan.

Publishers' united front condemned

Washington—Business's successes in influencing Congress against pro-labor legislation plus their own new, technology-based capacity to publish during strikes have emboldened U.S. publishers to mount a co-ordinated attack against newspaper unions and their contracts.

That was the charge levelled by TNG President Charles A. Perlik, Jr., on a Labor News Conference interview fed to the Mutual Broadcasting System's 250 radio stations on Aug. 15.

Publishers, like the rest of the business community, are feeling "chesty and upbeat" about their ability to stop labor-backed measures like labor law reform in Congress, Perlik said.

In addition, he said, publishers are "simply fiesty and chesty" about the "ravishing impact" new technology has had on the staffs of their composing rooms. The publishers are "spreading it on to the other unions and TNG is right in the line of fire," he said.

From one end of the country

to the other publishers are making "takeaway demands" that have been forcing unions for the first time in their histories into "job action to protect what we have—to maintain the contract—not to achieve new gains," Perlik added.

He pointed to New York and Baltimore and Jersey City as examples. In the latter, he said, the Newhouse chain's Jersey Journal has made demands that are "so extreme that they are hard to define."

That paper, he said, is demanding that it set all wages by agreement with individual present employees, that all new employees' also bargain individually for their wage levels and that the same thing occur in all promotions to higher classification jobs.

Perlik was questioned by Drew Von Bergen of United Press International's Washington Bureau and Robert Cooney of Press Associates, Inc., on the program produced by the AFL-CIO as a public service.

Guild saves job as arbiters uphold probation language

Toronto—The Toronto Star's probationary periods cannot be extended by the amount of time probationary employees have been off on leave, an arbitration panel has ruled in a case brought by the Southern Ontario Guild.

Probation is counted from the date employment starts and runs for either three or six months, depending on classification, the arbitration board noted in a 2-1 decision.

The Star had fired a classified ad-taker and claimed that she was still in her probationary period because the period was extended by five weeks—the time she had been on leave of absence due to a death in her family in India.

"There is no ambiguity in the language," the board's chairman said in the majority opinion.

The chairman noted that the company had not asked for an extension of probation, which it may do under the Guild's contract.

The dissenting arbitration board member said that the probation period should have been extended by the length of the leave of absence because the employer needed time to evaluate the employee's work. Only after the entire probation period had gone by need the company apply for an extension, the dissenter said.

The board was unanimous, however, in finding that the discharge was without just and sufficient cause.

The employee was reinstated with back pay and no loss of seniority or benefits.

ASK ABOUT
THE
CHIMNEYS



Mary Edwards, Peninsula Guild

Blows stack

David Nicholson, Executive Board member of Peninsula Guild in Newport News, Va., is among informational pickets at new Williamsburg bureau of Daily Press, Inc., asking how come company spent bucks on fake chimneys for its new building while refusing to pay cost of living increase. Guild was certified as bargaining agent in January.

Journal halts decert moves

Ottawa—The Ottawa Journal has withdrawn its challenge to the Ottawa Guild's maintaining its certification as collective bargaining agent for the paper's district managers, and the Guild has withdrawn an unfair labor practice charge against the company.

The Guild had defended its bargaining rights in the outside circulation department by turning back a decertification attempt, 24-23, on June 6.

On June 18 the company challenged the result, saying that the Guild's charge that the company offered \$20-a-week raise to those who voted against the Guild was false.

Locals and councils are urged to 'COPE'

Washington—U.S. Guild locals and district councils have been asked to help the AFL-CIO Committee on Political Education's annual drive for \$2 contributions from individuals.

The drive "offers Guild members a chance to put their money behind their political and legislative convictions," David J. Eisen, TNG's research and information director, said in a letter to locals and councils Aug. 17.

Eisen enclosed contributions booklets to be used by collectors in the locals.

He recalled that the Guild's recent Detroit Convention pointed out that:

"With Congress already populated to a significant extent by members vulnerable to conservative threats, any marked increase in the number of outright pro-business legislators could spell the end of hopes for progressive legislation in the next congressional session."

The convention's resolution also noted that corporate political action committees have grown from 89 four years ago to 566 this year, while the number of labor committees has remained constant at a little more than 200.

TNG's COPE quota is \$6,385,

and \$1,283 is in hand—\$1,000 from a contribution authorized by the International Executive Board, \$263 from delegates at the 1978 Convention and \$20 from the San Antonio Guild, Eisen said.

Funds collected by TNG will be forwarded to the national COPE office and used only for national-office activities, not state or local campaigns, Eisen said.

"We will see that they go to the COPE fund or funds you specify—registration, education, or direct campaign contributions," he added.

COPE contributions from local or district council treasuries can only be used in the committee's voter registration or education activities; individuals' contributions may go to these funds or for campaign contributions.

Meanwhile, TNG President Charles A. Perlik, Jr., wrote to 58 U.S. senators thanking them for their votes to close off the filibuster against the labor law reform bill.

"You and other senators who voted to end the filibuster demonstrated a commitment to both the democratic process and to equity in labor-management relationships," Perlik wrote on Aug. 16.

If you want to say thanks, here are the 'Senate 58'

Washington—These are the 58 senators who voted to end the filibuster on the labor law reform bill:

Alaska—Ted Stevens (R), Mike Gravel (D); **Arizona**—Dennis DeConcini (D); **California**—Alan Cranston (D); **Colorado**—Floyd Haskell (D), Gary Hart (D).

Connecticut—Abraham Ribicoff (D), Lowell Weicker (R); **Delaware**—Joseph Biden (D); **Hawaii**—Daniel Inouye (D), Spark Matsunaga (D); **Idaho**—Frank Church (D); **Illinois**—Charles Percy (R), Adlai Stevenson (D).

Indiana—Birch Bayh (D); **Iowa**—Dick Clark (D), John Culver (D); **Kansas**—James Pearson (R); **Kentucky**—Walter Huddleston (D), Wendell Ford (D); **Maine**—Edmund Muskie (D), William Hathaway (D).

Maryland—Charles Mathias (R), Paul Sarbanes (D); **Massachusetts**—Edward Kennedy (D), Edward Brooke (R); **Michigan**—Donald Riegle (R); **Minnesota**—Wendell Anderson (D), Muriel Humphrey (D).

Missouri—Thomas Eagleton (D); **Montana**—John Melcher (D), Paul Hatfield (D); **New**

Hampshire—Thomas McIntyre (D), John Durkin (D); **New Jersey**—Clifford Case (R), Harrison Williams (D).

New York—Jacob Javits (R), Daniel Moynihan (D); **North Dakota**—Quentin Burdick (D); **Ohio**—John Glenn (D), Howard Metzenbaum (D); **Oregon**—Mark Hatfield (R), Bob Packwood (R).

Pennsylvania—Richard Schweiker (R), John Heinz (R); **Rhode Island**—Clairborne Pell (D), John Chafee (R); **South Dakota**—George McGovern (D), James Abourezk (D).

Tennessee—Jim Sasser (D); **Vermont**—Robert Stafford (R), Patrick Leahy (D); **Washington**—Warren Magnuson (D), Henry Jackson (D); **West Virginia**—Robert Byrd (D), Jennings Randolph (D); **Wisconsin**—William Proxmire (D), Gaylord Nelson (D).

Correction

Unemployment benefits being paid to laid-off Montreal Guild members at the Star are federal, not provincial, as reported in the Guild Reporter, June 23 and Aug. 11.

DAY



BOOK

TNG Special Merger Committee and ITU Merger Negotiating Committee, 4th joint meeting, Sept. 6-8, TNG Headquarters, Washington.
International Executive Board, fall meeting, Oct. 16-19, TNG headquarters, Washington.
Western District Council, fall meeting, Oct. 21-22, Eugene Hotel, Eugene, Ore.
Middle-Atlantic District Council, fall

meeting, Oct. 28-29, New York.
New England District Council, fall meeting, Oct. 28-29, Holiday Inn, downtown, Portland.
Midwest District Council, fall meeting, Nov. 18-19, Kenosha, Wis.
Great Lakes District Council, fall meeting (tentative), Nov. 18-19, Buffalo.
46th Annual TNG Convention July 2-6, 1979, Biltmore Plaza Hotel, Providence.

Bargaining program—born of necessity, changing with times

THE GUILD's collective bargaining program and procedures were born of necessity and nurtured by publisher opposition to the unionization of their unorganized editorial and commercial department employees.

Through their union, the American Newspaper Publishers Assn., the publishers first sought refuge in the First Amendment.

But in February, 1934, shortly after the Guild was founded on Dec. 15, 1933, in the midst of the Great Depression, President Roosevelt said, in approving a code governing the newspaper industry under the National Recovery Administration:

"The freedom guaranteed by the Constitution is freedom of expression, and that will be scrupulously respected—but it is not freedom to work children, or to do business in a firetrap or violate the laws against obscenity, libel and lewdness."

And three years later, the U.S. Supreme Court, in a case brought by the Associated Press, ruled that the 1935 federal labor law giving employees the right to organize and bargain collectively did not infringe upon constitutional freedom of the press.

"The business of the Associated Press is not immune from regulation because it is an agency of the press," the Supreme Court said. "The publisher of a newspaper has no special immunity from the application of general laws."

Meanwhile, the ANPA advised its member publishers not to bargain with the Guild. It told them what to agree to—and what not to agree to—when they did bargain. And it encouraged them in their resistance to the new union in every way possible.

Today, the ANPA still devotes major attention to its members' relations with the unions that represent industry employees in both the U.S. and Canada, the Guild included.

The ANPA has a fulltime, paid vice president for "labor and personnel relations" who heads a department of that name at the association's headquarters in Reston, Va., across the river from Guild headquarters in Washington, D.C.

Its Labor and Personnel Relations Committee meets during each annual ANPA convention, and two convention sessions—one open and one

TNG's 1978 Convention reaffirmed the Guild's longstanding commitment to its collective bargaining program and procedures in adopting a recodification of specific bargaining goals and recommendations proposed by the International Executive Board.

What is the Guild's collective bargaining program? How did it come about? When? And why?

This account of the origin and development of the Guild's collective bargaining program is adapted from material originally prepared some years ago by Ellis T. Baker, now TNG director of administrative operations, for a collective bargaining manual now out of print. It has been revised to include current provisions of the program and procedures.

If it hadn't been for the collective bargaining program, one delegate told the 1978 Convention, "We'd still be paid in scrip redeemable only at the company store."

closed—traditionally are devoted to discussions of "labor and personnel relations"—and what to do about them.

This is the story of how the Guild's response to the needs of unorganized newspaper employees and the opposition of organized newspaper publishers in its early, formative years led to the development of a collective bargaining program and bargaining procedures that continue to guide and co-ordinate the union's bargaining today.

Rules

TO INSURE MAJORITY control and maximum effectiveness in collective bargaining, TNG's Constitution sets forth certain rules of procedure.

Born of long, and sometimes sad, experience, these rules represent the considered judgment of successive Guild conventions since 1933. Unions, U.S. President William Howard Taft once said, arise out of "the necessities of the situation." So do these rules.

When the Guild was organized nationally in the winter of 1933, it was constituted as a loose confederation of locals and had no rules of procedure. Collective bargaining was every local—if not every member—for itself.

Said the first constitution, adopted at the founding convention:

The National Guild may not intervene in collective bargaining negotiations being carried on by any local Guild unless requested to do so by the local Guild. . . . Any member of the National Guild or any member of one of its units may negotiate with his own employer in his own interests.

The constitution did require that be-

fore locals could obtain its "support," the "National Guild" had to approve of their negotiations, but that, experience was to show, wasn't nearly enough. Reported the National Labor Relations Board in its definitive 1938 study, *Collective Bargaining in the Newspaper Industry*:

The first few months of bargaining on this basis brought little success. Guild leaders found they lacked the experience and factual knowledge necessary for dealing with owners of large newspaper enterprises. Local autonomy in bargaining tended to deprive them of the centralized sources of information and power that were available to publishers through chains or publishers' associations. Even the increasing membership of the union—8,000 by the first annual convention in June, 1934—was of small effectiveness without co-ordination.

The required co-ordination, the NLRB reported, came piecemeal, "as new and increasing bargaining difficulties confronted the union and made necessary a more centralized organization. . . . The converting force, in most cases, has been publisher resistance."

Organized by the publishers own union, the American Newspaper Publishers Assn., publisher resistance to the Guild had appeared almost immediately. In the spring of 1934 Harvey J. Kelly, then chairman of the ANPA Special Standing Committee on Labor Relations and later labor counsel for Hearst, warned ANPA's member publishers against Guild contracts:

Do not be misled by the fact that the contract is presented by a Guild instead of by a union. "A rose by any other name, etc."

The ANPA did its work well. It directed publishers not to bargain with the Guild, regardless of the law.

It told them what to agree to—and what not to agree to—when they did bargain.

It helped them when their intransigence resulted in strikes.

The ANPA did its work so well, as a matter of fact, that two years later, in 1936, the chairman of its Standing Committee could report:

There is much ado today about the Guild, but the truth is—in three or more years of Guild activity contracts have been made with less than half dozen newspapers, some of which have now expired, and in more than a year there has been but one Guild unit organized. . . . I am advising publishers to meet only with their own news or editorial employees and to tell any and all persons not in their employ that they will not meet with them.

In self-defense, Guild locals undertook to co-ordinate their activities and consolidate their strength. They moved haltingly, by trial and error, from year to year until in 1937 the convention—"in the interests of the majority"—re-wrote the Constitution to establish a national collective bargaining program and procedures which, with few changes, continue in effect today.

As early as the 1934 Convention, the collective bargaining committee

had come to the conclusion that no contract was better than a bad one, and the convention recommended a long list of bargaining goals, urged locals to consult with one another more closely and set up a contracts committee to serve as a clearing house for local contracts and other bargaining data.

The following year, the convention recommended half a dozen new bargaining goals, directed that a model contract be prepared as a "basis" for local negotiations, restricted individual bargaining and gave the "National Executive Board" authority to veto bad contracts but did little to help locals negotiate good ones.

The 1936 Convention made still more recommendations, approved the first model contract, as a guide, and again requested locals to keep the executive board informed.

It wasn't enough.

Even by the Guild's own count, only 15 contracts had been won in its first three years, and some of those had been lost. The 1936 Convention had been unable to report on some contracts, its collective bargaining committee reported, because the executive board had no record of them. Conventions and executive boards might propose, but the locals could dispose—and all too often they disposed to go their own separate ways, with little thought of the effect of their actions on other thousands of Guild members. And so the publishers were able to turn the Guild against itself, and one local against the next.

In 1937, the International Executive Board reported to the convention of that year, Guild shops could have been won from Scripps-Howard but for the "undisciplined action" of Guild locals. Roy Howard played one local against another, used poor settlements in one city to force worse settlements in others. Said the IEB:

Here, as in other similar instances, we have conclusive evidence of the fact that what Guilds either put in or omit from contracts is of tremendous importance to all other Guilds.

The convention agreed.

Accepting the recommendations of its collective bargaining committee, the 1937 Convention established an 11-point Collective Bargaining Program, then revised the Constitution to require that:

- ✓ All collective bargaining be guided by the Collective Bargaining Program.
- ✓ Both contract proposals and final drafts be submitted to the IEB for review.
- ✓ Chain and wire service bargaining be centralized under the IEB itself.
- ✓ All contracts include the Guild shop and five-day, 40-hour week.
- ✓ No contract provide for renewal by arbitration.
- ✓ Any local signing a contract violating the last two points, without specific permission of the IEB, be suspended and possibly expelled.

Subsequently, the convention's action was submitted to a referendum of the Guild's national membership and approved decisively.

The 1937 Convention also enlarged the Guild's jurisdiction to include commercial employees and approved affiliation with the CIO, and during the next year the number of Guild contracts doubled. The 1938 Convention reported that in the year since the 1937 Convention 40 new contracts had been signed, half a dozen of them covering commercial departments—the most contracts yet signed in a single year in the Guild's history.

In recommending a national collective bargaining program to the 1937 Convention, the IEB explained:

It is not suggested that the IEB be enabled to force a local to accept any



THE COLLECTIVE BARGAINING COMMITTEE TRADITIONALLY IS GUILD CONVENTION'S LARGEST

63 members this year give it two more than the next largest, the Finance Committee

controversial policies. It is proposed that in the interests of the majority the international be given authority to prevent substandard agreements from being signed. This is not a question of depriving locals of autonomy; it is a question of establishing minimum standards.

It still is.

For example, in 1950 publishers in all parts of the country, acting at the suggestion of their trade associations, suddenly began demanding that all local Guilds include in their contracts a waiver of their right to bargain during the life of the contract. This was the so-called "zipper clause," and it threatened not only to impair the Guild's bargaining position and deny a right clearly established by law, but also to frustrate contract enforcement. For these reasons, the IEB refused to approve contracts containing the "zipper clause."

The result: Only two locals got stuck with it, and publishers quickly stopped asking for it.

Program

TNG's COLLECTIVE Bargaining Program sets forth immediate, minimum bargaining goals, the basic things that Guild members themselves decide ought to be in every contract—such essential things as:

- ✓ Job security, including automation protections, and union security;
- ✓ Wages and hours;
- ✓ Vacations and holidays;
- ✓ Severance pay and sick leave;
- ✓ Pensions and insurance;
- ✓ Grievance procedure and arbitration;
- ✓ Freedom to strike—for initial and renewal contracts, over disputes not covered by contract provisions and in support of other union members;

✓ Equal pay for work of equal value;

✓ Fair employment practices and affirmative action to achieve them;

✓ Occupational safety and health standards;

✓ Maternity and paternity and other leaves;

✓ "Privilege" protections and other safeguards of employees' integrity.

Determined by majority vote of the annual convention and revised from year to year as experience dictates, the Collective Bargaining Program is the heart of all bargaining in the Guild.

It serves as the nucleus of all contract proposals, the chief guide to negotiations and the principal yardstick against which contracts themselves are measured for approval.

TNG's Constitution (XVIII:1) directs that:

Collective bargaining on behalf of any membership group shall be guided by the Collective Bargaining Program and Recommendations of the Convention. The provisions of the Collective Bargaining Program shall be included in all proposals.

This applies equally to initial contracts and contract renewals and—to the extent their scope permits—to wage reopenings and any other interim or supplemental negotiations. The Constitution makes no distinction among them.

In this way, the bargaining of all locals is co-ordinated, international standards are established and the fire of 34,000 Guild members, instead of being scattered, is concentrated on common objectives. For example: Virtually every Guild contract contains severance pay; we take it for granted. But severance pay didn't just happen. Every Guild contract has severance pay because, even back in the days when no other union had it, every

Guild local kept demanding severance pay until it got it.

And once other locals had it, it became that much easier for new locals to get it.

Today, severance pay is an accepted principle.

The shorter work week isn't, yet. It will come quicker, and easier, too, if every Guild local keeps demanding a 28-hour week until it gets it (just as every local demanded severance pay until it got it) than if some locals seek a 28-hour week, others a 35-hour week and most sit back on their 40 hours and wait for someone else to establish a shorter week for them.

And severance pay itself, well established as it is, wouldn't continue to be accepted long if, while some locals were doing their best to improve it, others didn't even bother to ask for it.

It's as simple as that.

As simple, indeed, as the time-honored slogan, "United we stand, divided we fall."

For Gresham's classic law of economics—bad money drives out good—applies equally to collective bargaining. Bad contracts drive out good ones. And good contracts beget better ones. Like a pebble tossed into a pool, every agreement, for better or worse, makes itself felt in ever-widening circles: on other units of the same local, on other locals, on the Guild internationally, sometimes even, as in the case of severance pay, on the labor movement as a whole. By 1937, when the Fourth Annual Convention established the first national Collective Bargaining Program, the Guild understood this quite clearly. As the IEB reported to that convention:

If collective bargaining has proved nothing else during the past year, it has proved conclusively that every concession, every gain, every surrender and every commitment has had its ef-

fect, for good or evil, on other locals and the membership as a whole.

The Guild hadn't always understood this so clearly. The Guild was organized as a loose confederation of local newspaper organizations, and it was some time before all of them came to understand that they were in competition—not with one another—but with their employers. Publishers, of course, understood this from the beginning. The Guild was new and in some ways different, but publishers had been dealing with unions for a long time and as the Guild groped its way haltingly toward a program of minimum standards, the American Newspaper Publishers Assn. already had formulated a program of maximum concessions.

As early as the spring of 1934, less than six months after the Guild was founded, Harvey J. Kelly, the chairman of the ANPA's Special Standing Committee on Labor Relations quoted earlier, warned publishers that the Guild's demand for dismissal notice with pay was "very dangerous" and suggested that publishers forward Guild proposals to the ANPA for analysis and guidance. Said he:

It is prudent to keep in mind that whatever you agree to in a Guild contract is going to find its way into your union labor contracts very quickly.

Later that year, the ANPA Special Standing Committee advised publishers that although the law required them to bargain with the Guild, it did not require them to reach an agreement. And in 1936, the board of directors of the ANPA, in a directive to all member publishers, unanimously recommended that "no contract be signed with any organization, no agreement be entered into with any group of employees and no statement of policy be posted" establishing any of the following in news and editorial departments:

- ✓ Closed shop;
- ✓ Guild shop;
- ✓ Preferential hiring;
- ✓ Minimum salaries determined on a "rigid or quantitative time basis";
- ✓ Arbitration of dismissals;
- ✓ Checkoff or dues collection desk;
- ✓ Freedom to strike or picket;
- ✓ Or "any agreement by the publisher to establish conditions in his office designed to embarrass a competitor."

The Guild Reporter described the ANPA director as "brazen," and declared:

In other words, all publishers must keep their pay and conditions down to the level of the lowest. If newspaper men and women or the public ever had doubts that editorial workers needed a powerful organization, this removes them.

(Continued on Page 6)



THE GUILD'S FIRST WAGE GOAL WAS \$65 A WEEK, SET IN 1945

The 1946 Convention promptly raised it to \$100.

How Guild policy changes with times

(Continued from Page 5)

Six months later, the 1937 Convention established the first national Collective Bargaining Program and rewrote the Constitution to require that all bargaining be guided by it. (The provision spelling out the requirement that the bargaining program be included in all contract proposals was added by a later convention to "clarify procedure.")

"The interdependence of Guilds is well-described in a letter from the president of one local," the IEB told the convention in recommending the changes. "He wrote: 'Generally the course charted by the eight or nine Scripps-Howard Guilds that signed before we obtained a contract largely influenced what we were able to get and what was forced upon us.'"

"Unquestionably, both the Toledo and Cincinnati Guilds could have won the Guild shop had not the open shop precedent been established by other locals. Another noteworthy instance of this same thing was the use of a certain substandard Guild agreement in the course of the arbitration during the Long Island Press strike. The management obtained copies of this agreement in quantity, and from this exceptionally bad agreement it produced argument after argument to the arbitration board. The management took the position that if the Guild could approve the wretched wage minimums and other conditions contained therein, it had not the right to strike for demands in excess of them," the IEB reported.

For all of this, that first Collective Bargaining Program in 1937 was modest enough. It called for:

- ✓ Contracts to be signed by locals or TNG (ANG, then), not units.
- ✓ The five-day, 40-hour week, and the eight-hour day.
- ✓ Time and a half for overtime.
- ✓ Minimum wages sufficiently high so as not to "injure the collective bargaining position of another local or the ANG."
- ✓ Guild shop.
- ✓ Severance pay.
- ✓ Two weeks vacation with pay.
- ✓ Sick leave with pay.
- ✓ No dismissals and no pay cuts as results of contract, and no waiver of local's right to question dismissals.
- ✓ No compulsory arbitration.
- ✓ One-year contracts.

Although the Guild, in January, 1935, had called upon the National Recovery Administration to include a \$45 minimum for editorial workers in its code for the newspaper industry, it was not until 1945 that a special wage conference set a specific wage goal: a top minimum of \$65 for reporters and other key classifications. The 1946 Convention promptly raised it to \$100.

The Collective Bargaining Program isn't often changed so drastically so abruptly. By 1952 the eleven program goals of 1937 had increased to 26 and by 1978 to 39. And with but one or two exceptions the principles enunciated 41 years before remained at the core of the program. Its development has been a gradual one; the result of careful consideration by convention after convention; people don't vote lightly to complicate the rules they live under.

The Collective Bargaining Program is the product of a variety of factors, all of them shifting and changing from year to year—the Guild's bargaining strength as well as its contract needs, local experience as well as international trends, publisher resistance as well as legal rights—and each year the collective bargaining committee of the convention reviews the program.

The collective bargaining committee, customarily the convention's largest, considers the recommendations of the IEB, suggestions from locals and individual delegates, and obtains the advice of counsel and TNG staff. Then it makes its report to the full convention, which debates it and, by majority vote, approves it, rejects it or amends it to its taste. In this way, the Collective Bargaining Program is kept abreast of the growth of the Guild, and the needs and desires of its members. With the advent of war, military leave is introduced; then pensions and insurance. The old prohibition against compulsory arbitration is dropped, a prohibition against no-strike clauses is added. As old goals are surpassed, new ones are set: two weeks vacation becomes four, then five; \$65 becomes \$100, then \$200, \$400, \$600, \$750; 40 hours becomes 35, then 28.

For this after all is a *bargaining* program, and if in bargaining nothing is had for the asking, nothing is had without asking, either.

Whereas the Collective Bargaining Program sets forth immediate, primary objectives, the Convention Recommendations on Collective Bargaining include long-range goals, secondary goals, specific applications of general principles set forth in the bargaining program itself, and suggested action on particular local problems.

In short, today's convention recommendations are tomorrow's bargaining program. Of twenty recommendations made by the first annual convention in 1934, all but one now are embodied in the majority of Guild contracts. That one called for examination of publishers' books to determine their ability to pay.

Model Contract

THE MODEL CONTRACT is exactly what its name implies—a model upon which Guild locals can pattern their contracts, expressing in proven language those collective bargaining goals which Guild members, by convention action, set for themselves from year to year.

The preamble of the Collective Bargaining Program directs that it be "revised periodically by the IEB" and "distributed to all locals for use as a guide in expressing the intent of the Collective Bargaining Program and the Convention Recommendations on Collective Bargaining."

Its purpose is two-fold: (1) To provide correct contract form and language, which says what it means and will stand up before an arbitrator or a judge, and (2) To help co-ordinate the bargaining of Guild locals and maintain international contract standards.

As a matter of fact, the Model Contract, which dates to 1935, was one of the first moves by early Guild members to co-ordinate their activities and consolidate their strength.

When Guild delegates assembled in Cleveland that year for their second annual convention, the initial confusion over whether the Guild was to be a union or a professional society was at its height. The Guild had been organized less than two years before as a loose confederation of autonomous local news writer organizations, having different goals and, as it turned out, different ideas of how best to achieve them. As the publishers, fearing the worst, quickly closed ranks behind their union, the American Newspaper Publishers Assn., Guild locals suffered from lack of a common purpose and uniform procedures.

True, as early as 1934, the St. Paul Convention had come to the conclusion that no contract was better than

a bad one and had set up the beginnings of a contracts committee, but the first Collective Bargaining Program and mandatory rules of procedure were not to be established for another three years and the first National Wage Goal for another ten; and as late as 1936 the ANPA could boast that the Guild was "much ado" about practically nothing.

Soberly reviewing the record, the collective bargaining committee reported to the Cleveland Convention in 1935:

Failure to obtain objectives agreed upon last year was due mainly to the confusion among the membership over the question of whether the Guild was a trade union or a professional body. Where Guilds considered themselves trade unions, there were decided gains. Where Guilds operated on the basis of professional bodies, set faith in the NRA [National Recovery Administration] and the national administration, there was practically no advance and in some cases distinct defeat.

The lesson was clear, even if some Guild locals had still to learn it the hard way. The aims and activities of local Guilds had to be co-ordinated if the national Guild was to survive. The Guild, in short, had better begin acting like a union. As a first, small step toward this end, the committee urged, and the convention directed, the "National Executive Board" to prepare a model contract.

The ANPA, of course, already had a model contract it used in dealing with the mechanical unions and the mechanical unions had models they used in dealing with publishers. As early as the spring of 1934, six months after the Guild was founded, the ANPA had begun telling publishers what not to agree to and early in 1936, at about the same time the NEB issued the first Model Contract to Guild members, the ANPA issued a directive to its members instructing them to refuse practically everything the model proposed.

That first Model Contract, issued in the spring of 1936, was, of course, a modest document by later standards. By 1953, for example, the Model Contract had grown to 23 articles and by 1977 to 27 in both its Canadian and U.S. editions. The 1936 model contented itself with 14 major points:

- ✓ Minimum salaries, without fixing specific amounts;
- ✓ Merit raises above the minimums;
- ✓ Credit for all comparable newspaper experience;
- ✓ Work week of five consecutive days;
- ✓ Work day of eight hours within nine consecutive hours;
- ✓ Overtime compensated for at time and one half;
- ✓ No dismissals for Guild activity;
- ✓ Dismissal pay;
- ✓ Arbitration of disputes over dismissals and dismissal pay;
- ✓ One to two weeks advance notice of resignations;
- ✓ Preferential Guild shop;
- ✓ Grievance committee;
- ✓ Vacation and sick leave graduated according to length of service;
- ✓ Expense money.

This was the skeleton. The flesh came quickly enough, especially after the adoption of the Collective Bargaining Program in 1937. By 1940 the Model Contract had achieved substantially the form of today, though hardly a year passed that something new wasn't added: the checkoff by 1942, retirement and part-time employees in 1943, specific minimum salaries in 1946, four-day holiday

weeks, four-week vacations and the picket-line clause in 1947, the 35-hour week in 1948, arbitration of grievances in 1949, rehiring list in 1953, jurisdiction in 1956, automation retraining in 1961, affirmative action, child care and "privilege" in 1970.

Meanwhile, other clauses come and go, as conditions change and as convention after convention experiments with new approaches to old problems. An article governing layoffs resulting from wartime manpower or material scarcities suddenly appears in 1943, disappears just as suddenly in 1946. A provision setting stepups at fixed percentages of top minimums turns up in 1944, disappears in 1947; a provision for length of service increases above minimums appears the same year, lasts until 1951, re-emerges in 1972; economy dismissals aren't mentioned until 1948, then are specifically prohibited, then, in 1953, are sanctioned under certain specified circumstances, and in 1975 are prohibited again.

The Model Contract, far from being static, is a changing document which reflects the shifting aspirations and concerns, as well as the best judgment, of the Guild and its members as expressed from year to year by convention mandate and recommendations. The Model Contract is based on the collective bargaining sections of TNG's Constitution, the Collective Bargaining Program and Convention Recommendations on Collective Bargaining. Every fall, after the convention, the IEB Contracts Committee checks each in turn, noting changes made by the convention, writing new model clauses here, revising old ones there. Because collective bargaining daily becomes more complex, the committee calls in counsel and seeks the advice of TNG staff and experienced local negotiators. It reviews the language section by section in the light of both local and national bargaining experience during the year, incorporating suggestions, resolving complaints, improving, refining, rearranging until both the form and language are as nearly foolproof as it is possible to make them.

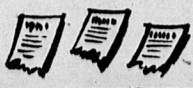
TNG's Constitution (Article XVIII, Section 1) directs that the provisions of the Collective Bargaining Program be included in all contract proposals. The Model Contract embodies these provisions in precise language, drawn from long and varied experience in collective bargaining, and Guild locals are advised to include in their proposals as many model clauses as are applicable. This is especially true in initial contracts. In renewal contracts, locals should consult with the Contracts Committee about whether to retain existing language or substitute model language.

Insofar as possible, consistent with legal requirements, the Model Contract is arranged for orderly presentation at the bargaining table. Coverage comes first. Then union security, followed by individual security and hours and working conditions. Money comes later because it's usually a good idea to negotiate it later.

Finally, the Model Contract is as important for what it leaves unsaid as for what it says. The Collective Bargaining Program emphasizes that:

A contract between the Guild and an employer is a listing of the rights and privileges guaranteed to employees by the employer. Statements of the legal rights and prerogatives of the employer have no place in the contract, nor is language permissible that implies that acts of individual employees can be construed as contract violations. A contract shall be in writing and shall cover all points of agreement.

THE SHORT



OF IT

GOING . . . GOING . . . but not quite gone: The Mergenthaler and Harris companies are still manufacturing brand, spanking new hot-metal linetyping machines, though in England and in numbers so small as to be almost unnoticeable. . . . Mergenthaler told the New York Times early in August that it makes 12 or 14 Linotype machines a year for its sole remaining customer—a printer of personalized checks in the United States—compared to what used to be “200 a month at least” for 40,000 potential customers. Harris is building 60 to 70 Intertypes a year compared to 1,000 two decades ago, with foreign papers now its main customers. . . . Used Linotypes and Intertypes that cost from \$10,000 to \$37,000 each when new are going for about \$650 at retail when dealers can find buyers. The dealers are paying \$100 to \$325 for the machines. Mostly they’re going for scrap, with or without being first stripped for parts.

Overseas correspondence: The president of Britain’s National Union of Journalists, Denis MacShane, and the chairman of that country’s Professional Footballers’ Assn. presented an official at the Argentine Embassy in London with a soccer ball covered with the handwritten names of dead, missing and jailed Argentinian journalists just before the World Cup matches opened in Argentina. . . . A petition signed by NUJ members calling for restoration of full press freedom in Argentina also was passed on. . . . The NUJ’s monthly tabloid, the *Journalist*, was one of three publications held in contempt of court and fined for publishing the name of a British intelligence agency official after he testified anonymously in the trial of two reporters and a radical monthly accused of violating Britain’s Official Secrets Act by publishing a story on some of the activities of Britain’s spy agency.

Labor beat: Humming the union anthem “Solidarity Forever” on the job is okay, a National Labor Relations Board law judge has ruled in recommending that a Memphis printing company be ordered to lift a ban on whistling, humming or singing imposed during an organizing campaign by the Graphic Arts International Union. . . . U.S. Senators Harrison A. Williams of New Jersey and William Hathaway of Maine introduced bills to require employers with federal contracts to provide alcoholism programs for workers who may need them. . . . Another bill by Williams would amend the U.S.’s tax and labor laws to recognize group automobile and homeowners insurance as proper fringe benefits for negotiation, just like life, accident and health insurance and prepaid group legal services. . . . U.S. unions spend at least 75 million dollars and 7.5 million hours a year filling out reports required by federal labor, civil rights and tax laws and Labor Dept. regulations, according to a study last year by the Commission on Federal Paperwork. And that comes to \$3 for each union member each year, the report said. The report doesn’t cover the paperwork required under the Employee Retirement Income Security Act (ERISA). . . . Service Employees Union Local 925 in Boston represents clerical, editorial design and other employees of two textbook publishing firms, Allyn & Bacon and Educators Publishing Service, plus the library staff of Brandeis University. . . . The word “boycott,” as in J. P. Stevens products, had its origin in 1880 in Ireland when Captain Cunningham Boycott refused to lower tenant farmers’ rents and they refused, in turn, to harvest the crops, says the IBEW Journal.

Potpourri: June’s *Washingtonian* magazine reported the results of a survey of Washington news people on the 50 most influential among their number, plus some other “bests, mosts and leasts.” Most influential? Jack Anderson. Biggest income? Jack Anderson. Lowest paying? Jack Anderson. . . . “Please transmit my gratitude and congratulations to the Guild for its great strides toward helping society to recognize and reward talent, whatever its packaging.”—Gloria Steinem, president of *Ms.* magazine in a note to TNG Vice President Betsy Wade of New York after visiting with TNG’s International Executive Board and others before TNG’s 1978 Convention in Detroit.

Among ourselves: Hiley H. Ward, Guild member during his 14 years as film critic and religion writer and editor with the Detroit Free Press, is the new chairman of the journalism department of Temple University’s School of Communications and Theater. . . . Jim (James B.) Flanagan, right, who became a legend during nearly four decades of newspapering in Cleveland, has died. A member of the Cleveland Guild since 1943, he was an alternately abrasive and gentle reporter, editor and parttime instructor of college students as well as other reporters and editors during his years with the old Cleveland News, the Cleveland Press, Associated Press and finally the Plain Dealer. Just six years ago other members of the Plain Dealer Guild Unit voted by 94 percent to strike the paper if management carried out a threat to fire him after a confrontation with a building guard over his bringing an unopened can of beer into the building for a co-worker. Flanagan ended up with an extra week’s vacation instead. . . . The Pueblo Guild has titled the newsletter it launched earlier this year the “PNG PONG,” and awarded a member \$25 for dreaming up the name.



New York crisis reinstates full regular dues schedules

(Continued from Page 1)

ditional amounts from “full” dues, are not due at TNG headquarters until mid-October, he urged locals “in a position to remit earlier” to do so—“with our gratitude.”

By tapping emergency sources, continuation of benefits for the members of New York plus the other cities “has been assured through the first eight weeks” of the New York strike, until New York members become eligible to begin receiving state unemployment benefits, Perlik said. Then, if the New York strike lasts that long, TNG benefits would have to cease to them and, “in the interest of equity and fairness,” to Guild members on strike elsewhere as well.

Under TNG’s convention-established benefits policy for striking and/or locked-out members, unemployment compensation payments are not offset against benefits from the Defense Fund. But, after eight weeks there will not be enough money available from the Defense Fund’s monthly income even with that from “full” dues, nor from “emergency sources,” nor both, to continue benefits to the number of members now receiving them, Perlik said.

The “emergency sources” that will make it possible to stretch the benefits through the first eight weeks of the New York strike were listed by Perlik as:

✓ Loans from locals’ own defense funds, pledged in an ef-

fort to bolster TNG’s Defense Fund begun in the spring in preparation for the possibility of a strike by the Guild or another union in New York.

✓ Loans from others in the labor movement.

✓ “And, lastly, if necessary,” loans from commercial lending institutions.

Payment of full dues is mandatory upon all members working under Guild contracts except new members on the first 60 days of their membership or longer during an organizing campaign, at the discretion of TNG’s secretary-treasurer.

Locals “in a position to do so,” however, may elect to take the equivalent total amount from their local defense funds and remit it to TNG on behalf of their members, Perlik pointed out.

Full dues are collectible both from members and agency-fee payers under locals’ regular checkoff machinery, he added, and since they are required by TNG’s Constitution, their payment, whether by members or by the local, is not subject to any local votes.

Perlik noted that under an action by an earlier year’s convention, the start of full dues “should carry a 30-day notice from headquarters.”

“The rather sudden developments in New York bargaining makes adherence to this policy inadvisable, however, and TNG seeks your indulgence,” he wrote to locals, explaining:

“Fulfillment of the policy would mean TNG would not receive the input of additional funds our striking members desperately need now until mid-November, well past the time when they would be most useful.”

He also pointed out that he and Secretary-Treasurer Robert M. Crocker at first moved to fill the month’s gap between mid-October and mid-November by polling the International Executive Board to authorize an immediate assessment in the same amounts as full dues, effective September 1.

While the vote by the 15 IEB members who voted in the poll was unanimous for the interim step, it would have resulted in “monumental confusion and complexity” if TNG had imposed the assessment for one month and then moved to full regular dues for the next and following months.

“Accordingly,” Perlik said, “TNG has chosen to forego the 30-day notice period in the interests of consistency and uniformity during this troubled period.”

Noting that the \$1 dues increase mandated by the 1978 TNG Convention is effective also on Sept. 1, Perlik also sent locals a table showing the “constitutional bracket-type Minimum Dues Schedule” containing both the \$1 and the amounts necessary to bring each bracket into compliance with full regular monthly dues.

Guild strikes New York Post; arbitration ax is a key issue

(Continued from Page 1)

spected the picket lines.

Also turning picket line observance into a strike was the Paperhandler’s Union, which struck all three papers on Aug. 17.

Machinists were scheduled to strike all three papers Aug. 25, and auto mechanics scheduled a Daily News strike for Aug. 28.

In Washington, meanwhile, TNG President Charles A. Perlik, Jr., Aug. 22 called in pledges of more than \$400,000 from the defense funds of Guild locals around the United States and Canada.

The funds had been pledged as a result of Perlik’s request of March 31, made when New York bargaining was reaching a critical point.

“Please move as quickly as possible,” Perlik asked locals. “We are depending on this source as one of the major backstops to our own rapidly emptying Defense Fund.”

Full regular dues also went into effect from Sept. 1 (Page 1, Cols. 4-5).

Perlik went to New York during the week of Aug. 13 to discuss the crisis with the various unions and returned on Aug. 23 after the Guild struck the Post.

At least four interim dailies have appeared since the three major papers disappeared.

Controversy surrounded one of them, the Daily Metro. There were allegations that Murdoch, the Post publisher, was behind the Daily Metro and planned to turn it into a permanent, non-union paper.

Both Murdoch and Daily Metro publisher Frederick Iseman—a Times op-ed page editor—denied the allegations, but admitted that Murdoch played some role in the paper’s establishment.

“I told them I have a paper. I need cash up front for distribution. Are you interested? They said ‘yes,’” Iseman said of his talks with the Post. He refused to say if he had spoken to Murdoch personally.

A Metro staff member who asked not to be identified said that Murdoch personally had called executives of major advertisers and asked them to advertise in the Metro.

The staffer added that Robert Costello, the Post’s ad director and assistant treasurer, had joined the Daily Metro.

“I just don’t believe it,” Leonard Harris, a Times spokesman, said of the Murdoch-Metro report.

But it was confirmed that 150,000 of the Metro’s 500,000 press run is being purchased by the Post for distribution to Post home delivery subscribers.

Another interim, City News, said it is running 450,000 papers. A box in the first issue said that the paper was “made possible” by “your independent New York Times home delivery news dealers.” There was no elaboration.

The Daily Press said it planned to print 250,000 copies, rising to 500,000, and the New York Graphic said it would start with 50,000.

A Daily News subsidiary was helping to distribute the Daily Press, the Wall Street Journal re-

ported Aug. 24.

The Rev. Sun Myung Moon’s already established News World increased its run from 50,000 to 400,000, raised its single-insertion, full-page black and white display rate from \$985 to \$4,725 and had a 1,000 percent increase in classified lineage.

At the Wall Street Journal, New York street sales were up to more than 100,000, from 76,000. The Staten Island Advance remained steady at 75,000. Newsday on Long Island increased its press run somewhat.

The black-oriented *Amsterdam News*, a weekly, added a Sunday edition and went from 91,000 to 200,000. Even the Yiddish-language *Jewish Daily Forward* and the Chinese-language *World Journal* raised their circulation, the *World Journal* from 10,000 street sales to 15,000.

The pressmen met with the employers on Aug. 23, but there was no progress.

“If we get the settlement we want, ad rates will not increase to the extent that they would have because expenses will be down due to the considerable dollars we’ll be saving on people in the pressroom,” the Times’s Harris told Advertising Age.

Jonathan Thompson, the News’s marketing vice president, compared this pressmen’s strike to the one at the Washington Post in 1975-76.

In Cleveland, meanwhile, the pressmen’s local voted its bargaining committee authority to strike the Press and Plain Dealer over the manning issue.



"I dunno what this business is coming to. Who the hell's this Farber think he is? I got a lot better book than that if I ever get around to writing it!"

Unemployment and prices—tough implications for labour

THERE ARE MANY implications for Canadian labour in the economic difficulties currently facing the federal government. The country is facing the highest unemployment level in recent years at the same time as inflation has climbed to the double digits—something the economists used to say couldn't happen.

Canada has been through economic bottlenecks before. What's different this time, however, is the government's approach. John Maynard Keynes has all but been forgotten because the government has decided to do battle on the psychological war front. This means it can't spend its way out of the recession for two reasons. First: Its deficit is already an insatiable tapeworm. For the second quarter of 1978, the deficit is up 48 percent over the second quarter of last year because revenues have only increased 3.6 percent while spending grew at 10 percent.

But the second reason is more intriguing. Two years ago the government shifted gears and decreed that the private sector was

CANADA

Hugh Winsor, Toronto, sniffs the financial air and finds it smells like a cold winter for labour



going to be the salvation of Canada's economic problems. Just add free enterprise and stir.

Consequently, the budget was skewed in the direction of incentives towards industry. But industry didn't respond with new investments. Instead, it continued to hammer away on the old refrain about big, bad government. Executives said they couldn't invest because the government was still taking too big a slice of the national pie in taxes.

After a number of restraint programs marginally affected the rate of growth in public expenditure, the federal government, recognizing its lack of credibility, became serious about cutting government spending.

BECAUSE OF THE criticism that surrounded past restraint programs, it now has to cut hard enough to really hurt, and be obvious about it. It also has to cut enough expenditure to not only stop the annual growth but also to give it enough room to make a corporate income tax reduction if it is going to be taken seriously.

In the short run, it means the government is fighting unemployment by putting more people out of work. Some government departments and agencies will be trimmed by as many as 10 percent of their employees. Also on the block are the jobs that usually go to consultants and contract workers.

The new approach will also place increased pressure on keeping wage settlements well below the rate of inflation in both the private and public sectors. In other words, it is forcing Cana-

dian labour to accept a reduced standard of living.

One of the areas the government cost-cutters are looking at to save big bucks is the Unemployment Insurance program. That scheme is designed to be self-financing from employee and employer contributions up to the 5 percent unemployment level. Once the national level goes beyond that, the government must make up the UI deficit.

SINCE THE NATIONAL level has been running at between 8 and 10 percent for the last three or four years, the government's contribution to the UI deficit is now about \$2 billion a year. The government could save some of that by either raising the 5 percent floor or shortening the length of time benefits may be collected, or by increasing the waiting time before benefits begin.

The first option would require an increase in employee-employer contributions. The other options will also hit labour selectively; that is, the workers who become unemployed either voluntarily or involuntarily. The right to refuse a job of a lower category and still maintain benefits is also being examined.

There has also been some talk of trying to link UI payments to wage subsidies. This would mean that the weekly UI payment would go to an employer who creates a new job for an unemployed UI recipient, who would then get paid at the going rate for the new job. All of these initiatives mean that labour had better hunker down for a long, cold winter.

Editorial

Mr. Farber and his book

M. A. Farber, the New York Times reporter who has invoked the First Amendment against making his confidential notes available for the defense in the Jascavevich murder trial, is writing a book on the case, the sales of which may (or may not) depend on the successful prosecution of Dr. Jascavevich.

Not surprisingly, this has embarrassed, if not dismayed, in the words of one of them, some of Farber's peers in the Washington press corps and, for all we know, elsewhere as well.

But their quick condemnation of Farber is, in our opinion, both premature and extreme.

"The effect was to leave a ring around the collar on his white robes of virtue," wrote columnist James J. Kilpatrick after the details of Farber's book contract were reported in court earlier this month. "It won't wash."

"In other words, there is at stake an entrepreneurial element, a profit motive," wrote columnist Joseph Kraft. "Journalistic enterprise turns out to be married to mammon."

"The dollar sign has risen to taint his martyrdom," said the Washington Post's ombudsman. "The [book] deal gives a tinny tone to Farber's ringing declaration when he went off to jail."

And a prominent national reporter and columnist commented, "It's okay to sell the material to a publishing house, but not to turn it over to a defendant in a murder trial."

But it was no secret that Farber was writing a book about the Jascavevich case. Even the Guild Reporter knew it (and reported it in its second July issue).

And Farber has said that the book does not disclose material he has withheld from the court or that will establish Dr. Jascavevich's innocence or guilt and that he rejected a film contract that would have required him to turn over his notes to the screenwriters and had been contingent on Dr. Jascavevich's conviction.

"They must have been out of their minds," Farber told the Wall Street Journal in an interview from the Bergen County jail. "Nobody has ever seen my notes. Not an editor at Doubleday. No one at the Times. And certainly no one here [in the county prosecutor's office]."

In response to what he says are false charges about his motives and his book, Farber has submitted the partially completed manuscript to Judge William Arnold for the court's evaluation.

Meanwhile, he—no less than Dr. Jascavevich himself—is entitled to a presumption of innocence.

Meanwhile, too, he might be forgiven if he recalls what happened to another writer, Henry David Thoreau, when he went to jail for what he said was a matter of principle.

The philosopher Ralph Waldo Emerson, so the story goes, asked Thoreau:

"Henry, what are you doing in there?"

To which Thoreau replied:

"What are you doing out there?"

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