

Inside the strike insurance game

By JAMES M. CESNIK
Editor

THE PREDICTION is that 1979 will be a year of "employer militancy" against "uptight" unions, perhaps of "hostility," with "get-back" as "the theme" of management-labor relations in the publishing industry.

That prediction comes, however, not from TNG or other industry unions but from the industry itself—in a booklet promoting participation by commercial printers in a strike insurance program "run" by the same person who runs the strike insurance program for newspaper publishers.

The only commercial printers that

can buy the insurance are members of the Union Employers of America division of the Printing Industries of America, Inc.

The only newspaper publishers that can buy it are members of the American Newspaper Publishers Assn.

Both insurance programs, by his own admission during a discussion of them with the Guild Reporter, are "run" by Arthur B. Hanson, the ANPA's general counsel.

The ANPA program is decades old. It was set up by Hanson's father, Elisha, who Hanson succeeded both as ANPA counsel and as factotum of the strike insurance program for its members.

The PIA program was set up in 1963. "We figured that they were the same as any other back shop operation and so we felt that they could use strike insurance also," Hanson said.

The insurance for both groups, according to Hanson and documents obtained by the Guild Reporter and TNG, is written through companies located in the same office building in Hamilton, Bermuda.

Carrier for the PIA insurance is United Insurance Co., Ltd.; for the ANPA insurance for the 1975-76 insurance year it was the Mutual Insurance Co., Ltd., and for the 1976-77 insurance year, Territorial Insurance Co., Ltd. Documents of both of the

latter, the most recent obtained by TNG, carry the indecipherable signatures of the same persons as president and secretary-treasurer.

"It's all managed in the same area," Hanson said.

The strike insurance promotion booklet tells PIA's members that they "need the assurance of strike insurance" because "research indicates that employers with strike insurance stand firmer and reach more reasonable settlements."

Pointing to what it calls "a new mood among graphic arts employers," it says that the "excessive demands of unions are being rejected . . . and in

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ST. LOUIS GUILD MEMBERS STAY OUT AS PRESSMEN STRIKE POST-DISPATCH IN JOB SECURITY DISPUTE
Guild Executive Secretary Robert Steinke (center, hat) explains members' rights

St. Louis: 3 closer to accord

St. Louis—Bargainers for three unions have reached tentative wage agreement with the Post-Dispatch but the strike against the paper was continuing.

Committees of the St. Louis Guild, printers and mailers reached agreement on a package that would raise wages six percent in each of three years, retroactive to September, and provide a cost of living increase if the price index goes up by six percent, but not more than eight percent.

The formula would be applied to a weighted average of all wages in the plant, a Guild representative said.

A number of other unions, however, have not accepted the tentative package.

Among them is the Printing & Graphic Communications Union's pressmen's unit, which struck the paper Nov. 20 over company demands to reduce manning and overtime.

The Teamsters, which struck Nov. 28, said it had additional economic problems to solve. The oilers, electricians and machinists took a similar stance. The Graphic Arts Union has extended its contract until February.

All unions have been honoring pressmen and teamster picket lines and the Post-Dispatch has not published.

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TNG joins fight on rules for controls

Washington—TNG has endorsed the AFL-CIO's criticism of the Carter administration's proposed rules to control wages and prices as both arbitrary and unfair.

In a letter Dec. 1 to Peter H. Lowry, general counsel of the Council on Wage & Price Stability, TNG President Charles A. Perlik, Jr., said the rules would be inequitable as to wage controls and a sham as to price controls.

The anti-inflation program amounts to a complex set of unfair rules and regulations that deny equity to workers while allowing companies and employers *carte blanche* to further profits, the AFL-CIO charged.

In a formal comment on the proposed wage and price standards to govern the program, the federation said that the implementing rules "only compound the inequities of the basic program."

The program's main inequity,

the federation said, is that "it is based on the false assumption that wages alone are the cause of inflation when the fact is that wages trail—not cause—inflation."

"On the wage side, the rules are inflexible, are not voluntary, since they are universal, and will be eagerly enforced by every public and private employer in the land, by the Internal Revenue Service and by the threats of blacklisting and official denunciation," the AFL-CIO said in a written response to the administration's request for comments Nov. 30.

The price guideline, on the other hand, "is so flexible as to be non-existent and is without effective enforcement," the federation declared. "It allows those who raised prices the most in the past two years to profit further from that conduct."

Comment on the anti-inflation program was invited with publication of the proposed rules and

regulations in the Nov. 7 Federal Register. The Council on Wage & Price Stability said it plans to issue the final wage-price standards by Dec. 15.

The detailed analysis points to the striking contrast between the wage and price guidelines. "The

program limits only one source of income—wages. It ignores profits, dividends, rents, interest, executive compensation, and professional fees," the AFL-CIO observed.

For wages, there is a single
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Guild blasts Star closure threat

Washington—The Washington-Baltimore Guild's Star Unit has expressed outrage at Time Inc.'s threat to close the paper if there are no acceptable contract settlements by Dec. 31.

Time, which bought the Washington Star eight months ago, has asked all 11 unions to reopen their 14 contracts.

Before agreeing, the Guild and other unions requested and received letters from management promising that if reopener talks fail the old contracts would be renegotiated as usual.

The Guild's contract expires Dec. 31, 1979.

In a meeting Nov. 22 with union officials, Star publisher George Hoyt said Time Inc. would put \$60 million into the Star only if it received concessions by this Dec. 31.

"If this does not happen, we won't publish next year," Hoyt told the union leaders, according to the Guild Forum, the local's publication.

"Without new contracts, we're out of business. We'll shut down the Star permanently Jan. 1," he

said.

Hoyt said Time Inc. would back a potential profit-maker, such as Sports Illustrated, but not a loser, such as the old Life magazine.

"There's some of both of these ingredients in the Star," he said.

He proposed to the unions that they and the company issue a joint statement that would say nothing of his comments about closing the paper lest it hurt advertising.

The Guild immediately rejected this.

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Clause doesn't always halt line observance, board says

Washington — A no-strike clause in a union's contract doesn't necessarily bar its members from a sympathy strike, such as observing a picket line, the National Labor Relations Board has ruled.

All five board members concurred in the ruling, but one of them on different legal grounds than the others.

Unions can waive their rights to strike but the waiver must be in "express contractual language or in unequivocal extrinsic evidence bearing upon ambiguous contractual language" for it to extend to sympathy strikes, the board majority found.

Respecting other unions' picket lines is an activity protected by the National Labor Relations Act.

"We will not infer a waiver of the protected right . . . solely from an agreement to refrain from all 'stoppages of work'" the majority said.

"Rather," it added, "we shall require that the parties at the very least have discussed the question and, preferably, have expressly embodied in their agreements their intent to extend a strike ban to sympathy strikes."

The four members reached

back to previous board and Supreme Court cases in constructing their rationale.

One of the board cases (*Gary-Hobart*) ruled that the dispute underlying the sympathy strike wasn't arbitrable under the contract between the employer and the union that engaged in the sympathy strike.

"We adhere to that reasoning," the majority said, especially since it is buttressed by the Supreme Court decision in the *Buffalo Forge* case.

The court held that when a union waives its right to strike in return for the company's obligation to arbitrate disputes, "it does so only with respect to those disputes which are arbitrable."

Issues arising between the same employer and another union—or another bargaining unit of the same union but with a different contract—obviously can't be subjects of arbitration under the first agreement.

The catch in the current decision (*Davis-McKee, Inc.*) as well as the others comes in two words: "without more."

A broad no-strike clause "without more" doesn't bar sympathy strikes—the "more" is the "un-

equivocal extrinsic evidence" that would clarify ambiguous contract language.

Clear collective bargaining history, for example, would be such evidence.

The majority opinion was signed by John H. Fanning, chairman, and Howard Jenkins, Jr., Betty Southard Murphy and John C. Truesdale.

Member John A. Penello disagreed with his colleague's reading of *Gary-Hobart* and other cases.

He said they did not overrule an even earlier board case (*National Grinding Wheel*), which provided that a no-strike clause is just that unless it makes some explicit exceptions.

He agreed with the majority in the current case, however, because the contract specifically said that the union had waived its right to strike only on matters in direct dispute between it and the employer.

The union thereby did not consent to a wider no-strike provision, Penello said.

The argument between Penello and the others boils down to which test of strike waiver the board should adopt.



Signing CAP's cap

TNG President Charles A. Perlik, Jr., holds his cap for Wilkes-Barre Guild President Jack Wallace's signature on the Times-Leader-Evening News, Record picket line. In middle is Richard V. Sabatini, of Philadelphia, regional vice president.

Mediator suspends Vancouver talks for cooling-off period

Vancouver — Talks between striking and locked-out unions and Pacific Press have been suspended indefinitely by a provincial mediator.

Mediator Peter Dowding said Dec. 4 that the company and the pressmen and mailers had "too wide a gap" between them and that a cooling-off period was necessary.

Pacific Press, an agency company, and the Sun and Province were struck by the pressmen and Vancouver - New Westminster Guild Nov. 1 and locked out the other unions.

Disagreement over pressroom and mailroom manning and large-scale exclusions from the Guild's bargaining unit are the main issues.

There are 11 pressmen per unit under the old contract. The company wants to reduce that as well as contracting out some insertion work.

"The company chose the battlefield of manning" and will not consider the joint unions' economic proposal until manning is resolved, a Guild representative said.

The Express, a thrice-weekly interim paper published by the unions, continued to sell out its 100,000 press run. Its ad ratio was more than 60 percent. Daily publication was under consideration.

A Guild representative said the Express now has found a steady newsprint supplier. There had been reports that Pacific Press was buying up newsprint, adding to the general continent-wide shortage.

About 1,400 members of five unions are affected by the strike.

Machinists end strike at Star-Trib

Minneapolis — Machinist Union members Dec. 5 ratified an agreement ending their four-day strike against the Minneapolis Star and Tribune.

Agreement between the machinists and company was reached in a seven-hour bargaining session Dec. 4 with assistance of the

inter-union plant council.

Members of the Twin Cities Guild honored picket lines.

So did members of the printers, mailers, pressmen, photoengravers and building services unions.

Teamsters crossed the lines, but the Teamster local joined the

other unions in the meeting that produced the settlement.

The 18 machinists struck over a dispute involving holiday work.

The Star and Tribune published by using management personnel and a "handful" of Guild members who crossed the line, a Guild official said.

Quick session averts strike

Clinton, Iowa — Jeff Taylor is a tough—and swift—labor negotiator.

The 11-year-old Clinton Herald carrier organized 19 other carriers and threatened not to deliver the Thanksgiving edition if the paper didn't come across with holiday pay, better wages and earlier delivery.

Short, intense negotiations produced an agreement to pay \$1 holiday pay, a 20-cent pay increase and the earlier delivery.

"It went real good," Taylor said. "It was nice. There wasn't any arguing or anything. We got all of the demands we wanted."

Paper must pay discharged janitor \$1,000, arbiter rules

Chester, Pa. — Ingersoll's Delaware County Daily Times has been ordered to pay a fired maintenance man \$1,000 as compensation for the paper's failing to observe a cooling off and discussion period provided for in the Philadelphia Guild's contract.

Arbiter S. Herbert Unterberger pointed to the contract's provision for keeping an employee in suspended status with notice pay for at least two weeks while the Guild and company discuss a discharge.

The Daily Times fired the employee for disobedience and poor

work without notifying the Guild in writing or discussing the matter with the Guild, the arbiter found.

While he found the discharge itself to have been for good and reasonable cause, as required by the contract, Unterberger said that "it would be inappropriate to permit the employer to [violate] this provision as knowingly as he did without penalty."

He said the \$1,000 was adequate compensation for having been denied the contract's processes since the employee had been paid two weeks notice when he was fired.

Michigan Catholic minimum up \$92

Detroit — Top minimums rise as much as \$92.80 in a new, 42-month Detroit Guild contract with the Michigan Catholic.

General increases of 2 percent will be made retroactive to June 1, 1977, Sept. 1, 1977, Dec. 1, 1977, and March 1, 1978, and 3.5 percent increases will be paid on or retroactive to this June 1 and Dec. 1, June 1, 1979, Dec. 1, 1979, and June 1, 1980.

One dollar will be diverted to pensions from the last three increases.

Top after diversions for reporters and photographers rises \$84.27, to \$379.40. Flat rate for news editor goes up \$92.80, to \$417.70.

In other classifications, increases and resulting top minimums include:

Chief circulation clerk and secretaries—\$58.12, to \$261.63; advertising salespersons—\$73.49, to \$330.83; clerks — \$48.07, to \$216.37; bookkeepers — \$62.52, to \$281.42; telephone operators, typists, stenographers—\$54.26, to \$244.30.

The publisher now will pay full cost of single health coverage and 75 percent of cost for other health coverage. The old maximum had been \$66.96 a month per employee.

Weekly expense guarantee for ad salespersons rises \$6, to \$51.25, over the contract term.

Battle Creek top up \$42, to \$324

Battle Creek, Mich. — The reporter-photographer top minimum is increased \$42, to \$324, in a three-year Battle Creek Guild contract with Gannett's Enquirer & News.

The contract and raises are retroactive to Oct. 19, 1976, with the reporter top going up \$18 retroactive to then, \$12 retroactive to Oct. 19, 1977, and \$12 this Oct. 19.

Stenographers, librarians and clerks receive a \$27 increase (\$11, \$8 and \$8) in their top minimum, to \$204.

The top for rewrite, desk employees and editorial writers goes up \$42, to \$327.

Woonsocket raised to \$310

Woonsocket, R.I. — Reporters and advertising solicitors at the Woonsocket Call get a \$20.30 in their top minimum Jan. 1, bringing it to \$310.30 under a new Woonsocket Guild contract.

Ad takers and proofreaders receive a \$15.70 increase, in their top minimum to \$240.10, and clerks get an increase of \$15.70 in their top, to \$240.10.

Top minimum for copy, sports, suburban and women's editors rises \$20.51, to \$313.51.

The two-year contract provided no increase in its first year.

Circulators go up \$20 in Ottawa

Ottawa — Top minimum for circulation district managers and country travellers rises \$20, to \$345 a week, in a seven-month extension of the Ottawa Guild's contract with the Journal.

The increases were retroactive to Sept. 14. A year later the contract will expire on the same day as those of the pressmen, stereotypers and mailers.

The Guild said it and the company agreed to the extension in return for the 6.2 percent across the board wage increase and an improvement to five weeks of vacation after 20 years, instead of 23.

Stenographers' top minimum rises \$12.81, to \$219.37, and that for office persons \$9.61, to \$164.61.

Court refuses Farber review

Washington — The Supreme Court has refused to review the convictions of the New York Times and its reporter, M. A. Farber, for contempt in refusing to surrender notes to a judge.

As is customary, the court gave no reason for its Nov. 27 refusal.

It appeared as though eight of the nine justices voted not to hear the case. Associate Justice William J. Brennan has disqualified himself from the case all along.

Farber and the Times brought the case to the high court by appealing a New Jersey Supreme Court ruling that upheld the convictions on charges of civil and criminal contempt.

The U.S. Supreme Court's ruling has no practical legal effect for the Times and Farber.

Farber has served 40 days on the civil contempt conviction and the Times has paid \$285,000 in fines on both contempt convictions.

Farber's sentence on the criminal contempt conviction was suspended.

The judge in a murder trial demanded that Farber and the Times turn over everything they had on the case.

It was Farber's reporting that caused the case to be reopened after a decade. The defendant subsequently was acquitted.

The state supreme court, in a split decision, said the New Jersey reporters shield law would have to yield to the defendant's Sixth Amendment right to a fair trial.

Courts in other states have ruled that, under their shield laws, the rights inherent in the First and Sixth amendments must be balanced off.

What the U.S. Supreme Court decision does is to uphold the

state high court's interpretation—for New Jersey only.

But it was felt that the other 25 state shield laws also have been put in doubt.

"The Supreme Court knows what's going on and the bottom line is that a newspaper can no longer rely in good faith on the First Amendment or a shield law," said Jack C. Landau, director of the Reporters' Committee for Freedom of the Press.

Farber said the same issues will arise again and that he and the Times had tried to uphold the Constitution in the general public interest.

Arthur Ochs Sulzberger, Times publisher, said a Supreme Court ruling was imperative to a free press.

Henry Gellerman, president of the Overseas Press Club, said it might be time for the press to consider passage of a national shield law.

One of the points made by Farber and the Times was that the demand for the reporter's materials was too broad. They lost this point.

But in Brooklyn, another reporter won on that point.

Free lance Lee Hays, who is writing a book about a series of alleged murders, was subpoenaed by the defense, which demanded all notes and documents.

A Brooklyn judge quashed the subpoena on grounds it was a fishing expedition.

Elsewhere:

In Ottawa, Dennis McDermott, president of the Canadian Labour Congress, requested Prime Minister Pierre Trudeau to introduce a strong freedom of information law, guaranteeing access to government documents by citizens.

In Baltimore, FBI Director



Raymond Crowell, Merkle Unit, Washington-Baltimore Guild

TNG joins J. P. Stevens protest rally

TNG's Washington-based officers and staff turned out Nov. 30 for the local edition of Justice for J. P. Stevens Workers Day. The rally was attended by about 250 persons connected with unions and social action groups in the capital and was sponsored by Amalga-

mated Clothing & Textile Workers Union. Stevens, nation's second-biggest textile firm, has been convicted of 15 labor law violations in the last 14 years. ACTWU is fighting to bring union organization to Stevens' Southern plants. A New York march drew 3,000 participants.

William H. Webster proposed a 10-year moratorium on the U.S. Freedom of Information Act as it applies to the FBI because convicts were using it to try to identify informers.

In Lansing, Mich., the state supreme court refused to prevent a judge from turning over a reporter's notes of an interview with a murder case defendant to a prosecutor. The case involved the Traverse City Record-Eagle.

The paper had given the notes

to the trial judge, saying they contained no confidential information or sources. The judge decided that they were of overriding concern and should be given to the prosecutor.

In Pittsburgh, a subpoena demanding that Post-Gazette reporter Joyce Gemperlein testify before a federal grand jury was dropped when she agreed to answer limited questions about a memo she had obtained.

Gemperlein said that all she

had revealed that was not in her stories was that she had no new evidence for the grand jury.

In Washington, the Supreme Court refused to reconsider its May ruling that police may obtain warrants to search newspaper offices without first trying to get the material through a subpoena.

Motion for reconsideration was made by the Stanford Daily and supported by TNG through the Reporters' Committee for Freedom of the Press.

Board official turns back attack on Columbus unit

Columbus, Ohio — A twin-pronged attack on the Columbus Guild's bargaining unit in the Dispatch's circulation department has been dealt a setback by the labor board's regional director.

Emil C. Farkas of Cincinnati, the regional director, ruled Nov. 3 that the Dispatch could not use the unit clarification procedure to, in effect, carve out a new unit.

Nor, he said, were four secretaries to lower-echelon executives confidential employees under labor law as claimed by management.

The Dispatch sought to change the Guild contract's specific, by-title exclusions to the more general language now used by the National Labor Relations Board excluding broad categories of em-

ployees without citing specific job titles.

Farkas cited an earlier case (*Union Electric*) that held:

"Clarification is not appropriate . . . for upsetting an agreement of a union and employer or an established practice of such parties concerning the unit placement of various individuals . . ."

These questions should be resolved in bargaining and the Guild and Dispatch have bargained on them in the past, Farkas found.

"It is apparent that the employer is seeking by way of a unit clarification petition to certify a new unit—which is not permissible in a unit clarification proceeding," he said.

None of the lower-ranking executives have much, if any, role

in formulating or implementing the paper's labor relations policies and their secretaries rarely, if ever, handle any confidential information, Farkas said.

The secretaries, therefore, are not confidential employees, he said.

Although some of the execu-

tives have attended grievance sessions, it has been established that "participation in the grievance procedure does not constitute involvement in the determination or formulation of labor relations policy," he said.

The four were secretaries to the suburban circulation man-

ager, assistant circulation director, city circulation manager and state circulation manager.

The circulation director and circulation manager—the top executives who run the department—already have confidential secretaries who are excluded from the bargaining unit.

U.S. issues complaint in Eugene case

Eugene, Ore. — Acting on a Eugene Guild charge, the labor board's regional office in Seattle has filed an unfair labor practices complaint against the Register-Guard.

The complaint alleges the paper has refused to bargain with the Guild by failing to provide information on seven employees.

In January, the regional director ruled that eight employees should be taken out of the Guild's bargaining unit, but said seven others should remain.

The Guild appealed to the full National Labor Relations Board in Washington in the case of two county circulation district representatives. The NLRB upheld the

regional director in July [Guild Reporter, Aug. 11].

Now, the regional complaint alleges, the company will not supply wage and other data on the seven kept in the unit. The Register-Guard has said it wants to challenge the rulings in court.

A hearing was scheduled for Dec. 19.

Restore bonus, Mercury is told

San Jose—Knight-Ridder's San Jose Mercury and News must restore to a classified copy controller a quarterly bonus it had been paying for 10 years, an arbitrator has ruled.

The case was brought by the San Jose Guild under a section of its contract that provides for informal hearings in which the arbitrator need not render an opinion, only a decision.

Armon Barsamian, the arbitrator, simply ruled Oct. 9 that the bonus—which amounted to \$400

to \$500 a year—must be restored.

The bonus was awarded the copy controller in 1968 as a form of merit pay by a now-retired classified advertising manager.

A new publisher, in reviewing operations 10 years later, ordered that no non-sales employee receive bonuses or commissions.

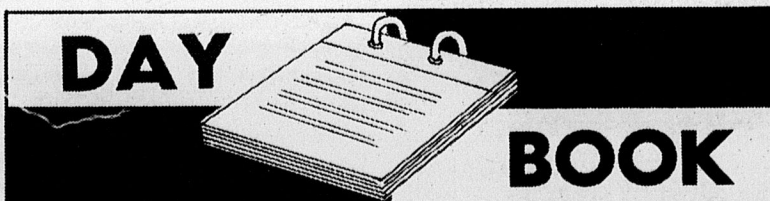
The Guild argued that the bonus recognized individual merit because, among other things, it obviously had nothing to do with sales.

Another Guild argument was that management recognized it

could not, under the contract, cancel unilaterally a pay condition when it sought, and received, Guild agreement to pay Christmas bonuses as merit.

The company said the new publisher had a right to review operations and make sure employees were paid according to company policy.

Management also denied that the bonus was a disguised form of merit pay, saying it was a gratuity and not part of salary. The Guild has a no-pay-cut provision in its contract.



TNG Special Merger Committee and ITU Merger Negotiating Committee, 6th joint meeting, Jan. 8-12, Washington.

Guild Service Award, entries deadline, Jan. 12, TNG headquarters, Washington.

Heywood Brown Award, entries deadline, Jan. 15, TNG headquarters, Washington.

International Executive Board, winter meeting, Jan. 22-25, TNG headquarters, Washington.

Middle-Atlantic District Council, winter

meeting and TNG regional institute, Feb. 3-4, Stadium Hilton, Philadelphia.

Western District Council, winter meeting, Feb. 3-4, Phoenix.

Midwest District Council, winter meeting and TNG regional institute, Feb. 10-11, Denver.

International Executive Board, spring meeting, April 23-27, TNG headquarters, Washington.

46th Annual TNG Convention July 2-6, 1979, Biltmore Plaza Hotel, Providence.

Boss hassles her; she gets disability

Hilo, Hawaii — An employee unable to work because of "stress" caused by treatment from supervisors is entitled to full benefits under this state's workers' disability compensation law, the state labor department has ruled in a case brought by a Tribune-Herald advertising sales clerk with the Guild's backing.

The paper has been ordered to pay for the employee's medical care and to pay her \$1,783.65 compensation for the ten weeks it sought to have her claim denied.

Under the Guild's contract with the Donrey-chain paper it must also pay her an additional \$86.70 for each of the ten weeks, the difference between the disability compensation and the contract minimum for the job.

The ad sales clerk was sub-

jected to harassment by her supervisors after she returned from maternity leave, she and Roy Kruse, Hawaii Guild administrative office, said, including being switched from a full-time job to part-time.

In April her doctor said she was no longer able to work "due to stress . . . apparently involving the attitudes of her supervisors."

The labor department dismissed the company's contention that it was not liable because her problems were "personal," stemming from "her desire to be a full-time homemaker and hold down a full-time job."

The Guild's Hilo contract provides that the company will make up any difference between state disability compensation and an employee's "full pay."

Donrey is expected to appeal.

Fired 'troublemaker' is ordered reinstated

San Juan, P.R.—It's against the law to fire an employee because he tells other employees of their rights, a labor board judge has ruled.

Administrative Law Judge Charles W. Schneider of the National Labor Relations Board made the ruling in upholding an unfair labor practices charge brought by the Puerto Rico Guild against radio station WQBS.

He ordered the station to reinstate a part-time disc jockey and law student with back pay.

The basis of the decision was that the station violated the employee's right to engage in what the National Labor Relations Act calls protected activities.

The employee had filed an overtime claim and had been paid. Other employees asked him about Puerto Rico's overtime law and

he told them of their rights.

The program director fired the disc jockey, claiming that the station didn't like his work but also admitting that the real reason was that he was telling other employees that they could collect overtime money.

According to the employee's testimony—which Judge Schneider credited—the program manager said:

" . . . you're going to be a lawyer. I know that you're going to be a lawyer. But you're not a lawyer yet and since you're not a lawyer yet you can't claim anybody's rights."

Schneider commented that the company's objection to the disc jockey wasn't that he had collected overtime himself but that he was a catalyst for claims by other employees.

Murdoch cuts Sunday Post until 'all elements' present

New York—Rupert Murdoch has suspended the Sunday edition of his New York Post after only eight weeks.

Murdoch said the Sunday paper wouldn't be issued until it had "all elements of a full Sunday paper and . . . satisfactory agreements are reached with all unions."

Byron S. Greenberg, vice president and general manager, said the Post has not reached agreement with the Newspaper Deliverers Union and the stereotypers.

He also said that the Post Sunday circulation has declined from 1 million to 400,000—or 200,000 less than the daily Post. The Sunday decline set in

when the New York Times and Daily News resumed publishing after a pressmen's strike.

Advertisers also have pulled out of the Sunday Post and returned to the Times and News.

Murdoch and the drivers union also have not reached agreement on distribution of the Daily Sun, which Murdoch plans as a morning tabloid to challenge the News. The Post is an afternoon paper.

Hawaii bargains for radio pact

Wailuku, Hawaii—The Hawaii Guild is in bargaining with the Maui Publishing Co. for an initial contract for the 12 announcers at its radio station, KMVI.

The announcers voted for the Guild as their bargaining agent by 7 to 3 in an NLRB-supervised election on July 25, and in doing so brought the size of the Guild's Maui Unit to 50, double the number there at the beginning of the summer.

The Guild was granted voluntary recognition for about a dozen outside circulation employees of the Maui News, a tri-weekly, who were incorporated into the Guild contract for about 25 other employees of the paper.

Washington — Workers who

file job safety complaints with an

employer rather than the Labor

Dept.'s Occupational Safety & Health

Administration are protected by law, a U.S. District Court has ruled.

In reporting the Pennsylvania

decision, the Bureau of National

Affairs' Union Labor Report said

the worker would be protected

under the anti-discrimination pro-

vision of the Occupational Safety & Health Act.

Inside the publishers' strike insurance game

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some cases employers are demanding that excesses of the past be renegotiated.

To be more competitive, it says, "employers must hold wage levels, 'get-back' excessive benefits and negotiate more flexible work rules."

Employers, it continues, are "taking a new look" at what it says are "costly benefits, including cost of living increases, extra holidays, pension and health programs."

"Benefits given away in better economic times cannot be absorbed in double-digit inflation '70s," the booklet says, while warning that "unions will be looking for big increases in 1979" because "they feel they held the line on wages in 1976" and "they want to catch up."

"The new aggressiveness of employers is viewed with alarm—even hostility—in the union press," it continues, adding that "all of the key bills that would have strengthened organized labor were defeated in this past Congress" and warning that "this will be a year of strong confrontations at the bargaining table."

The documents on the ANPA's 1975-76 and 1976-77 strike insurance programs are nearly identical. Principal variations are amounts for which the insurance company is liable under varying circumstances.

They also show, when compared with other documents obtained and analyzed since the 1950s, that the basic elements of the strike insurance available to ANPA members have changed but little.

There is, for example, still a limit on the amount of insurance available to any one paper, on the amount a morning-evening combination can buy and collect on and on the amount payable both in any one town or city and throughout the insured ANPA "group." (There are similar, though lower, limits under the PIA program.)

Maximum days of insurance to one newspaper under the ANPA program

in both years was 60. Maximum daily payment in 1976-77 was \$12,500, up from \$10,000 the year before. Maximum "aggregate indemnity" in '76-77 was \$750,000, up \$150,000.

If the newspaper were part of a "unit"—two newspapers published in the same plant—and if the insurance were purchased at the "unit rate," the indemnity amounts would be doubled, to a maximum of \$1,500,000 in '76-77.

The maximum total payment available to publishers in any one city for '76-77 was \$3,000,000, up \$600,000 from the year before.

Throughout the ANPA group, which includes Canadian as well as U.S. publishers, the total liability of the insurance company for the '76-77 insurance year was limited to \$25,000,000, up \$5,000,000 from '75-76.

Extra "per diems" can be bought by a newspaper for Saturday or Sunday editions (Canadian papers often publish weekend editions on Saturday), but they do not add to the total number of days of strike shutdown for which a publisher will be paid.

The number of days for which payment will be made are total days within an insurance year, whether a paper experiences one or more strikes during the period.

DURING A STRIKE that results in total suspension of publication, the newspaper gets the daily amount it is insured for, unless it has purchased a policy that would provide more than the daily losses it actually incurs. But, for example, while a newspaper that normally takes in \$5,000 a day cannot collect \$12,500 a day for 60 days, if that's the policy it bought, it might end up collecting the total amount of its policy (\$750,000) depending on the length of the strike and other factors.

When a paper publishes during a strike, but not as it would if it were not struck, it gets actual losses sustained—fixed charges, ordinary business expenses that continue, and net

profit it does not earn even though publishing.

During a "partial suspension," the paper's strike experience is compared with its previous 12 months of operations, with "reasonable and necessary extra expenses" during the strike added to the determination. The "extra expenses" are not defined in the available documents.

The insurance coverage cuts in on the eighth day of a strike and ends at midnight on the publishing day following the day the strike ends or when the number of insured days bought by the paper runs out, whichever comes first.

In a partial suspension, however, a paper can collect over a period longer than the insured days it purchased if its daily losses are less than the daily indemnity under its policy—but still to a limit of the total of its daily policy times 60.

Under the ANPA program, it is a strike for insurance collection purposes not only when a publisher's own employees walk out but when a publisher furloughs employees because of a strike by employees of another insured paper in town.

To collect, a publisher must have been publishing a daily, have paid the insurance premiums on time, be an ANPA member in good standing and must also "fulfill all labor contracts,"

GRAPHIC ARTS EMPLOYERS

Are STANDING UP

to UNIONS



Cover of strike insurance brochure

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STRIKE INSURANCE is a must for employers who want to break or tame unions, the general counsel of the Master Printers Assn. Division of the Printing Industries of America has advised a seminar on planning for union decertification.

The class—believed to be the first of its kind put on by a trade association—was attended by more than 60 printing employers' representatives from throughout the United States, plus one long-time union organizer and educator.

Dick Wilson wrote an article about it for the September issue of the Newsletter of the Democratic Left, publication of the Democratic Socialist Organizing Committee.

Security at the seminar was tight, Wilson reported, "for a good reason: decertification is a process that cannot legally be instigated in any way by the employer. Nevertheless, here were classes, for employers only, on how to

plan the decertification of unions in the printing trades—a planning process that should, as one article passed out at the seminar suggested, have a lead time of at least a year."

Wilson, a former staff member for the State, County & Municipal Workers, Auto Workers and the old Pulp & Paper Workers, managed to get into the seminar under cover. The seminar was held about a year ago in an airport motel in Chicago.

MPA is the division of PIA for non-union employers. MPA conducted the seminar for the union-employer division.

John H. Doesburg, Jr., MPA's counsel, was the chief instructor, Wilson reported.

Doesburg, noting that it's not easy to get employees to vote a union out once they have one, said that it can be done with careful planning and plenty of lead time, Wilson said.

Central to the whole effort is bar-

unless he or she is locking out in sympathy with another insured local paper.

Publishers also are required to notify the Bermuda insurer as soon as a strike occurs and promptly thereafter give an insurance adjuster information required about the strike and its effect on business.

Failure to give notice within seven days of a strike's start results in loss of payment for losses before the date the insurance company received the notice. The days for which the insurance company did not get notice are deducted from the number of days for which the paper would otherwise have been eligible to collect.

LOSS CLAIMS must be sent to the insurance company within 45 days after the strike or after the insured number of days has expired.

Claims must also be approved by "reinsuring companies" and the insured papers waive the right to "require any accounting or information concerning the adjustment of claims of any other insured."

If all the papers in a multi-daily city are closed and all their claims total more than the amount allowed for a single city, each receives a pro-rata amount of the total allowed for a city.

If the likely duration of a total or partial suspension "cannot be determined or agreed on," the insurance company will make payments as the strike progresses that seem reasonable to the insurance company and its adjuster.

There is a provision for arbitrating disputes between a publisher and the insurance company: a panel of three—one named by each and a third by the first two. If they can't agree, the third is to be chosen by the senior judge of the U.S. Court for the District of Columbia. The decision of "any two of the three arbitrators" is "absolutely binding" and both sides share arbitration costs.

All payments are made in United States dollars only, with any claim in other than U.S. dollars adjusted to U.S. dollars.

The PIA strike insurance program is almost a carbon copy of the ANPA program.

Strike insurance enables industry employers to recover their "actual losses . . . for periods up to 50 business days when your business is totally or partially suspended by strikes," the PIA booklet says.

"Coverage," it says, "includes, to the extent they would have been earned if no strike had occurred:

- ✓ "All of fixed costs.
- ✓ "Your ordinary business expenses which will continue through a strike.
- ✓ "Your normal net profit."

Payments under the PIA insurance are made for a maximum of 50 days "after a six-working-day waiting period" during a strike that shuts a printing plant.

The payments range from \$100 a day, for a firm with gross annual sales of up to \$76,925 a year, to \$5,000 a day for one with \$4,000,000 annual gross sales. Premiums range from \$350 a year to \$17,500, or \$350 per \$100 of daily indemnity covered.

For firms with more than \$4,000,000 annual sales, a 25-day policy, which will pay up to \$10,000 per day (for an annual premium of \$25,000) is available.

There is a four percent U.S. excise tax on the premiums.

PIA members apparently must sign up for three years at a time, but may pay the premium a year at a time or, through the Security Pacific Bank, may finance the cost, with monthly payments at an interest rate three percent higher than the prime rate, with a minimum annual interest charge of \$25.

Premium discounts, however, are available: 15 percent for the second consecutive year in the program, 20 percent the third year, 25 percent the fourth "and a full 30 percent for the fifth."

"If every member firm carried this insurance, premiums could be reduced by more than half," the promotion booklet says.

Premium discounts apparently also are available under the ANPA strike insurance, but its schedule could not be determined. It is called "continuity credit" in the ANPA's program.

The ANPA's Hanson said that the insurance is written in Bermuda because there "they don't have to pay taxes" and that "makes your money go farther."

"When it gets repatriated," however, he said, "you better believe you pay."

He offered to "get" strike insurance for the Guild, "if the Guild ever gets to be a useful organization."

How's the ANPA strike insurance fund holding up?

"If I'm running it . . . you better believe it's not broke," he said.

Among other recommendations:

- ✓ "One guard dog is worth the police force of an entire city."
- ✓ In the case of multi-plant operations, start secretly to move equipment six to nine months in advance.
- ✓ "Be ready to hire permanent replacements for strikers" and notify them immediately that "if they are not back to work by a certain date, there will be permanent replacements."

Struck union shop proprietors should remember that help is available under the Master Printers' Mutual Assistance Plan from hundreds of shops that will "help your customers get their work done," Wilson reported.

If the employer is tough enough and has done his planning, "we can guarantee the result," Doesburg said.

A leader in the MPA is Arthur Prime, Jr., vice president of R. R. Donnelly & Sons, Chicago. Prime also is co-chairman of the National Assn. of Manufacturers' New Council on Union-Free Environment.

What they tell you in bosses' seminar

gaining to impasse, the course's students were told.

The frustration and hopelessness of a union being unable to win a new contract can lead the union's members to vote it out, Doesburg said.

In bargaining to impasse, however, an employer should not be surprised if there is a strike. And he must prepare for that, too, Doesburg said.

In his experience, he said, economic hardship sets in after two to three weeks and the strike can be expected to collapse in 30 to 60 days.

"Decertification requires planning, both in dealing with the employees and on the economic front," Wilson quoted Doesburg saying "again and again."

Warning that strikes can be expensive, Doesburg said that he "never recommends that employers go into the situation without strike insurance coverage." Information on it was available during coffee breaks and at registration, Wilson said.

TNG joins fight on pay-price control rules

(Continued from Page 1)

number, 7 percent, which every employer in the country can be counted on to apply in granting raises, the federation noted. "There is no flexibility as far as wages are concerned."

The 7 percent maximum increase is applicable to every employee unit. "Not every unit will receive as much as 7 percent, but none may get more," the AFL-CIO pointed out.

The price guidelines are in striking contrast, the AFL-CIO said, adding:

- ✓ "There is no single number.
- ✓ "Coverage is not universal.
- ✓ "There is no self-enforcing mechanism of organized resistance to price rises. Enforcement mechanisms are partial at best, and largely dependent on government's ability, and willingness, to dispense or withhold favors through regulatory and procurement contract mechanisms. This machinery has no basis in law.

- ✓ "The general public will have no way of knowing whether particular price increases—no matter how large—are in compliance or not. Because allowable rates of price increases are computed on the basis of individual company price histories, never before compiled and not on the public record, the individual citizen will have no means of making an independent check on compliance.

- ✓ "Wide latitude is allowed for price increases on particular product lines, and particular products, and there are alternative methods of testing compliance other than through price deceleration.

"There are actually two general guidelines: (1) a 'price deceleration' guideline, and (2) a 'profit-margin guideline.' The profit margin test essentially comes into play because of a number of important exclusions from the price deceleration guidelines. Additionally, companies are allowed considerable flexibility in the choice of their accounting methods and in whether to report as a single company or as separate units within a single company.

"Finally, and perhaps most importantly, there are certain situations in which neither restraint applies. Already excluded, for all

practical purposes, are the four basic necessities of life for the average family—food, housing, energy and medical costs. There will be no attempt to hold down prices on the items no family can do without," the AFL-CIO said.

The standard is written in such arcane language, replete with statistical formulas, and is so incomplete and flexible that it will accommodate "practically any price increase a company might wish to put into effect," the AFL-CIO charged.

The price guidelines are further flawed through exemption from price declaration requirements of raw materials, materials on commodity exchanges, interest rates, imports and exports, the federation observed.

"Basically, the success of price abatement may hinge crucially on the very elements which are excluded from these requirements," the AFL-CIO said. "These are supposed to be dealt with through government policy actions. But the record so far has been anything but encouraging."

"In sum, the price deceleration program is a sham," the AFL-CIO statement declared.

Commenting on wage controls, the AFL-CIO said:

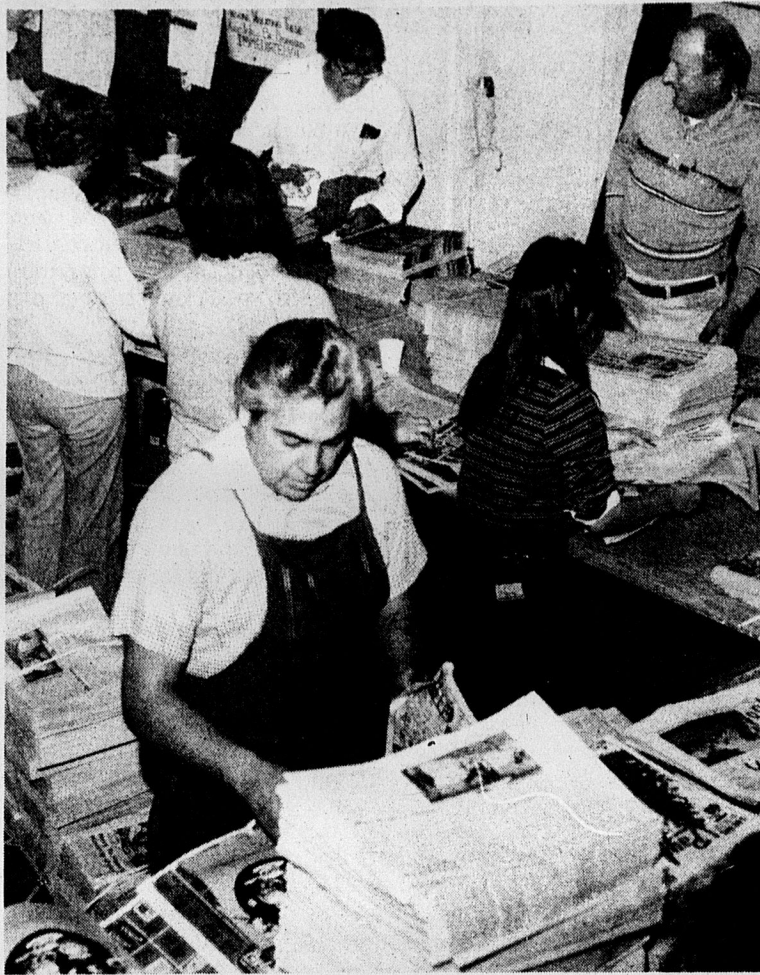
- ✓ "The 7 percent wage control figure lacks any conceptual basis and is simply arbitrary, as a White House official admitted.

- ✓ "Wage increases are based on several factors—increases in the cost of living, maintenance of real after-tax earnings, securing an appropriate share of productivity gains, maintenance of comparability with other workers and the employers' profitability.

- ✓ "In one way or another, all previous wage control programs took these elements into consideration. The present program does not.

- ✓ "The proposed 7 percent figure does not even maintain real income in light of a current inflation rate of 9.5 percent, and the additional taxes levied on higher earnings. Previous programs treated fringe benefits separately. This proposal does not.

- ✓ "The low-wage exemption does not even match that provided under the legislation and court interpretations governing the Nixon control program. That exemp-



Wesley Gibson, Jr., Vallejo Independent Press

It's a biggie for VIP

Strikers insert one of first big ad preprints for Vallejo Independent Press (VIP), which San Francisco-Oakland Guild and three other unions are publishing during strike against Donrey's Times-Herald. Payless Drugs signed up for eight preprints. Ruby Gomez, Mailers Union, is in foreground. Around table clockwise are Tom Shannon, Guild (white shirt); Sid Belway, Pressmen, and Cathy Evangelista, Martha King and Marilyn Evatt, all Guild.

tion of \$3.50 an hour was based on the Lower Level City Worker's Family Budget. If the same concept was used today, the result would be \$5.50 per hour rather than the proposed \$4 per hour.

- ✓ "There is no independent appeal procedure to provide due process to anyone adversely affected or threatened to be adversely affected by the new anti-inflation program. Every previous control program provided a mechanism for the adjudication of issues.

- ✓ "Fringe benefits, such as pensions and insurance, have traditionally been treated differently

than direct wage increases. The Nixon program allowed a 0.7 percent additional increase, over the 5.5 percent wage figure, for deferred fringe benefits. The equivalent figure today would be about 1 percent.

- ✓ "Under the proposed rules, increased costs associated with maintaining existing fringe benefits will be charged against the wage standards, as though the parties could control the costs. No earlier control program made such a charge. Pension benefit costs often increase as a result of a drop in the stock market or as a result of ERISA (Employee Retirement Income Security Act)

requirements. It is not fair to charge these against the wage standard while allowing employers to pass through costs over which they have no control under the price standard.

- ✓ "The reasons for treating deferred fringe benefits differently from wage increases is quite obvious. First, deferred benefits and insurance programs do not enter the income stream immediately. As a result, they are less inflationary. In fact, to a large extent these monies constitute savings and are available for investment, and thus reduce inflationary pressures.

- ✓ "Negotiated escalator clauses are valued as if the increases were all received at the beginning of the year rather than spreading their value over the term of the contract in accordance with actual cost. Even the Nixon program took this into account.

- ✓ "The rules for tandem settlements are unrealistic and arbitrary. Anyone familiar with collective bargaining knows that tandem bargaining relationships may span years and do not necessarily match dollar for dollar. There is no mathematical formulation or time frame that can be applied to tandem relationships.

- ✓ "Methods and examples used for explaining the wage and benefit computations are unnecessarily complex and out of touch with the real world.

- ✓ "The proposed rules ignore the need for flexibility contained in earlier control programs. They contain no provision for catch-up increases for those whose standard of living has been eroded. There is no provision for correcting inequities in wages and fringe benefits within a plant or between plants or related industries. While special treatment for the pricing of new products is provided, there is no recognition of the right of newly organized workers to bring their wages up to the industry standard.

"By failing to control all forms of income other than wages and by failing to control prices on the four basic necessities of family life—food, housing, energy and medical costs—the administration has concocted a program that is inherently inequitable."

Guild hits Star threat to fold

(Continued from Page 1)

"You came before us at first saying, 'Trust us, work with us—we're not seeking a survivor contract; there's up-front money. All we want is labor peace and some flexibility,'" Ray Dick, the Guild's local representative, told Hoyt.

St. Louis . . .

(Continued from Page 1)

The Globe-Democrat also has been closed because it is printed by the Post-Dispatch.

There are about 700 Guild members at the Post-Dispatch and more than 300 at the Globe-Democrat.

Guild bargaining at the Globe-Democrat is continuing. Chief issue is parity with the Post-Dispatch.

Talks also are continuing at the Post-Dispatch, where the unions are engaged in co-ordinating bargaining.

A Guild Post-Dispatch Unit meeting was scheduled for Dec. 12. Approval of the economic package may be discussed, a Guild representative said.

"Now you come back with an ultimatum which seeks to dictate terms, and you demand the ultimatum be kept secret, even from our own members," Dick told Hoyt.

"We intend on telling our membership—to give them a complete fill-in," Dick said.

A Star Unit meeting Nov. 25 unanimously approved a resolution which was sent by wire to Hoyt. It said:

"The membership of the Star Unit . . . is outraged by management's arrogant insensitivity to its obligation to its employees and its lack of moral duty to negotiate openly and in good faith.

"This union will not be intimidated by such dictatorial displays of corporate power. We will pursue all of our legal remedies while we continue to insist that management begin meaningful collective bargaining toward a new or extended contract.

"We consider curious management's claim that Time Inc. is unable to continue publication of a daily newspaper in the nation's

capital after only eight months of trying. . . ."

In a letter to Dorothy Struzinski, the Guild's administrative officer, Star employee relations director Robert P. Paffen said:

"We agree that opening negotiations at this time will in no way prejudice your existing contract, which will continue in effect to its normal expiration date unless we are able to agree upon the terms of a new agreement."

Meanwhile, Media Industry Newsletter (MIN) of New York said that "anybody who thinks Time Inc. is a money machine is right."

A Wall Street source told MIN that "Time should generate enough excess cash in the next 10 years to wipe out all its debts. And when that happens, \$30 million in interest costs will disappear—and revenues will rise." Current long-term debt is \$350 million, the source said.

"What was a \$1.2-billion company in 1977 may reach \$2.3 billion in 1979 with net income rising from \$90 million to \$150 million by 1979," MIN said.

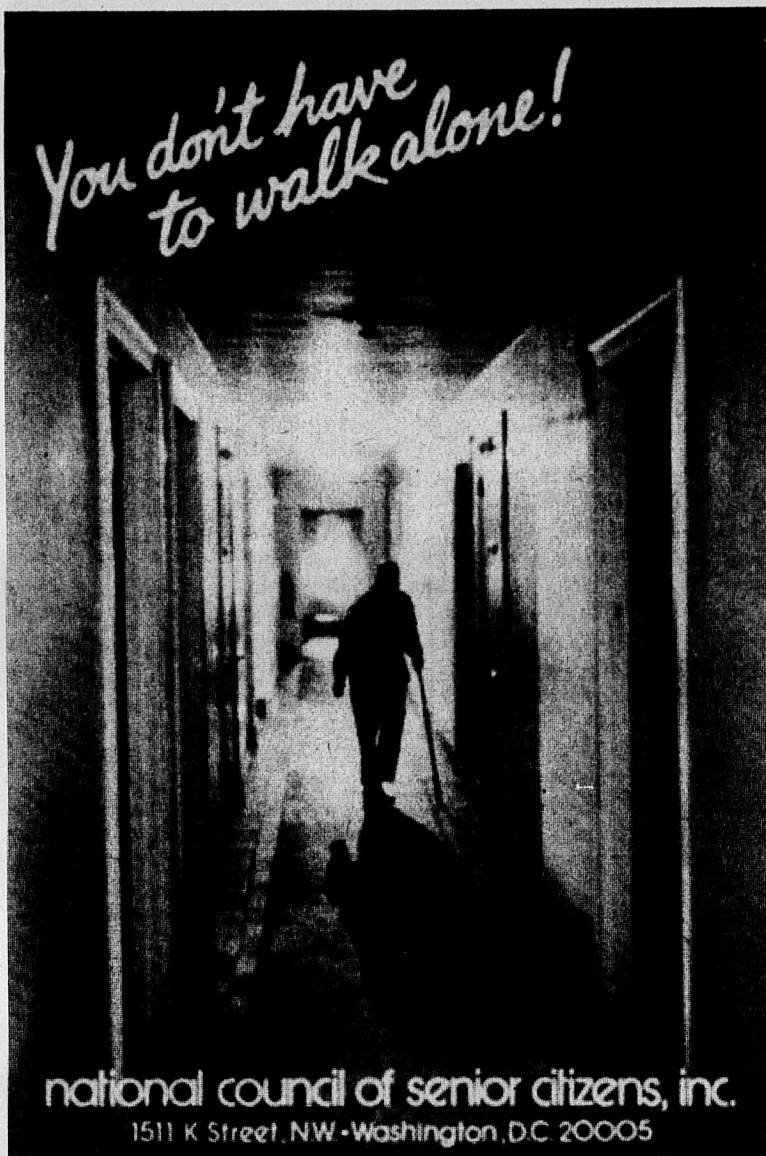
Canada's price elevator

The table below records the ascent of Canada's Consumer Price Index over a 24-month period following a 1.8-point increase in the index in October to 179.3, up 14.3 points from October, 1976. The first column lists the index for each of the last 12 months, the second the percentage increase over the same month of the preceding year, and the third, the percentage increases over October, 1976. The index has been widened to cover 70 percent of private household consumption, rather than 40 percent. The "basket" of goods also has been expanded. New 100 base year is 1974.

	Index*	Percentage over	
		Same month prior year	October 1976†
November, 1977	166.1	9.1	9.5
December	167.2	9.5	10.2
January, 1978	167.8	9.0	10.6
February	168.9	8.7	11.3
March	170.8	8.8	12.6
April	171.2	8.4	12.9
May	173.6	9.0	14.4
June	175.1	9.2	15.4
July	177.7	9.8	17.1
August	177.7	9.4	17.1
September	177.5	8.6	17.0
October	179.3	8.7	18.2

*1971 = 100

†Index = 151.7



national council of senior citizens, inc.
1511 K Street, NW - Washington, D.C. 20005

Guild retirees wanted

TNG has sent to U.S. locals materials about National Council of Senior Citizens, urging enrollment of retired Guild members in the union-oriented organization. The International Executive Board urged the enrollments at its October meeting. Cover of council booklet strikes organization's theme.

IFJ asks co-operation on technology effort

Nice, France—Journalists' unions should include co-operation with printing trades unions in their programs for dealing with the "repercussions" of new technology on their members' employment and working conditions, the International Federation of Journalists' 14th World Congress here declared.

It was one of a dozen recommendations by a special IFJ committee, adopted by congress delegates from 20 nations Sept. 18-22. [Earlier report on IFJ Congress, Guild Reporter, Oct. 13.]

Among the IFJ's other recommendations:

- ✓ "No new technology should be introduced until there has been full discussion, negotiation and agreement between management and unions."

Typo-Mailer merger—the final count

Final, official vote tallies by each union show that the International Typographical Union's membership approved merger of the International Mailers' Union into the ITU by a margin of 38,744 votes and that the IMU's membership approved the merger by a 241-vote margin.

Vote by the ITU's membership in the Oct. 18 referendum was 45,452 for the merger, 6,708 against it.

IMU members' vote the same day was 1,229 for merging and 988 against.

The physical merger will take place about Jan. 1.

- ✓ "All workers operating the new techniques should be under constant health control, independent of the employers, either at the place of work or outside, and at the choice of the workers concerned."

- ✓ "There should be more research into the effects, physical and psychological, of the new techniques."

- ✓ All training and retraining should be during working hours and at the employer's expense.

- ✓ Journalists and their unions should insist that no editorial copy be published without being handled by the editorial staff.

- ✓ There should be no jobs lost by those presently employed and any journalist who prefers to continue using traditional methods should be free to do so without prejudice.

- ✓ Journalists should participate in all stages of planning and introduction of new technology.

- ✓ Hard copy of matter created on a VDT should be provided each journalist and hard copy of material from a news agency or other outside source also should be available.

The Congress also called for establishment of a standing IFJ committee to study and make recommendations on all problems arising from the new technology.

1st union pension

Washington—The first union pension in North America was set up in 1860, by the Amalgamated Society of Engineers, a union of U.S. and Canadian workers, according to the U.S. Labor Dept.'s booklet, "Labor Firsts in America."

UNESCO press document compromise is questioned

Paris—A compromise declaration on the media has been adopted by UNESCO's 146 member nations. But not everyone is entirely pleased with it.

"We see no lingering hint of state control" of the press in the new declaration, said U.S. Ambassador John E. Reinhardt, who also is head of the U.S. International Communication Agency, of which the Voice of America is a part.

Other Western delegates were not so sure, but their comments were restrained.

Dropped from the final document was Soviet-sponsored language that would have empowered governments to make certain the press does nothing to promote racism or war propaganda.

Western delegates condemned this as an invitation to government control of the media.

Writing in the Washington Post, reporter Ronald Koven said that what was left unsaid was more important than what was said in the declaration.

But, he added, there was some comfort for the Western press.

One provision says public access to information should be guaranteed by diversity of sources and journalists must, therefore, have freedom to report.

Another provision says journalists must be assured of protection to practice their trade, whether in their own nations or abroad.

The West's major objection is mention of a 1966 United Nations covenant that says freedom of expression is subject to some restrictions—for example, protection of reputations, national security, public order, public health and morals.

The final UNESCO version, however, suggests that nothing in the 1966 covenant applies unless it also was in the earlier Universal Declaration of Human Rights.

In New York, Leonard Sussman, executive director of Freedom House, said the declaration removes "blatant threats to impose governmental monitoring of press content and the assurance of a government's right to reply."

Swiss delegate Felix Schnyder, however, said the declaration "continues to put into question our concept of the role of the media and their relation with the state."

Allen Neuharth, president of the American Newspaper Publishers Assn., congratulated the U.S. negotiators on a "positive contribution," and Harold Anderson, president of the International

Federation of Newspaper Publishers, termed the declaration an "important victory," but warned against its misapplication.

George Beebe, chairman of the World Press Freedom Committee, said the press must be vigilant to prevent "abuse or misinterpretation."

U.S. Ambassador Reinhardt said he doubted that the declaration would make any practical difference or would be enforceable in "the usual legal sense."

Reinhardt added that the original declaration would have allowed governments to justify whatever acts they wished; he called the new declaration a "triumph of good will and common sense."

TNG on a number of occasions had denounced the original declaration, which was put forward by the Soviet Union and some Third World countries.

At its fall meeting in October, the Guild's International Executive Board said, "The purpose of a free press is to promote the exchange of information and ideas, not to promote specific objectives, however worthy we may hold them."

This referred to the original draft's title: "Fundamental Principles Governing the Contribution of the Mass Media to Strengthening Peace and International Understanding and to Combatting War Propaganda, Racism and Apartheid."

The International Federation of Journalists, to which TNG is affiliated, also condemned the original draft.

Third World nations were concerned mostly about what they believed was a flow of negative news from the poorer nations to the richer ones and Western domination of the international news agencies.

March set as deadline for Mellett prize entries

Washington—March 1, 1979, is the deadline for entries for the first annual Lowell Mellett Award for Improving Journalism Through Critical Evaluation.

The award was established earlier this year by the Mellett Fund for a Free and Responsible Press in memory of Mellett, a Scripps-Howard editor and syndicated Washington columnist. The fund, an independent, nonprofit corporation, was established through a bequest to TNG from Mellett to seek ways of increasing press responsibility without impairing press freedom.

The Mellett Award, the rules state, is intended to recognize distinguished contributions, from whatever source, to the improvement of both print and broadcast journalism by responsible analysis and/or critical evaluation and to encourage innovative approaches to constructive journalism criticism.

The award, which initially will take the form of a citation and/or plaque, will be given for work completed or continuing in 1978 in the United States and Canada.

Examples include media ombudsmen, journalism reviews, press councils and media "watch-dog" groups, columns and broadcasts, newspaper and magazine articles and commentary, radio and television programs, books and research studies.

2 from Guild attend talks on employee voice at work

Washington—Two Guild representatives attended a Nov. 8 conference of two dozen union officials convened to discuss the expansion of employee participation in workplace decisions.

The conference was called by the American Center for the Quality of Work Life, which has assisted unions and management in developing joint programs "to permit people at work to become more actively involved in the decisions which affect their day-to-day lives at their workplaces."

Participants reviewed employee-participation programs established in co-operation with the

United Auto Workers, the Amalgamated Meat Cutters and other unions. They agreed on the desirability of additional conferences on a regional and national basis to promote the extension of such programs.

The Guild was represented by TNG Research and Information Director David J. Eisen and John Carmichael, executive secretary of the Twin Cities Guild. The Twin Cities local has developed pioneering employee-participation programs at the Minneapolis Star and Tribune and, more recently, at the St. Paul Dispatch and Pioneer Press.

Service, Broun deadlines near

Washington — Deadlines for the Guild Service Award and the Heywood Broun Award are coming up in January, Guild locals were reminded this week.

Deadline for nominations for the Service Award, given annually for outstanding service to the Guild at the local level, is Jan. 12.

Deadline for entries for the Broun Award, given annually for outstanding journalistic achievement in the spirit of the Guild's founding president, is Jan. 15.

Individuals and media or other organizations are eligible, including newspapers, periodicals and broadcasters themselves.

There are no application forms, but each entry must be accompanied by a letter describing the nature and results of the work and by published or broadcast material and/or other documentation.

Anyone may submit an entry in his own or another's behalf. Entries should be sent to the Mellett Fund for a Free and Responsible Press, Suite 835, 1125 15th St. N.W., Washington, D.C. 20005.

Photographer's memorial set

San Francisco—The San Francisco-Oakland Guild's Representative Assembly has voted an annual \$250 contribution to the San Francisco Examiner's Greg Robinson Memorial Scholarship.

Robinson was an Examiner photographer and SFONG member who was killed in the People's Temple massacre in Guyana.

The scholarship will be awarded annually to a photojournalism student at San Francisco State University. The full amount hasn't been announced by the paper.

The local's contribution will be an annual budget item.

400-plus sign for urgent action network

New York — More than 400 newsmen have signed up to participate in Amnesty International's new Journalists' Urgent Action Network, following a mass mailing to members of the Guild and the National Newspaper Assn. little more than a month before, AI reported.

And up to five more responses per day were being received, according to the world-wide human rights organizations. AI works for the release of men and women detained anywhere in the world for their beliefs, color, ethnic origin, sex, religion or language, provided they have not advocated or used violence. It calls them "prisoners of conscience."

The new Journalists' Urgent Action Network, like others established earlier among groups including lawyers, educators, unionists, clergy and doctors, seeks immediate communications to authorities in cases of arbitrary arrests, disappearances, torture or possible death.

"Because of the great number of urgent-action cases involving journalists" in recent months and years, the organization is seeking to increase the number of persons committed to trying to help imprisoned newsmen, said the letter to members of the Guild and the NNA, an organization primarily of weekly and small daily publishers.

The letter was signed by TNG President Charles A. Perlik, Jr., John T. Schofield, chairman of the NNA's International Affairs Committee, and Warren Olney of NBC, chairman of the AI journalists' network.

TNG itself addressed and mailed the AI letters to Guild members.

A program to assist imprisoned newsmen is now two years old in Europe, where the International Federation of Journalists has been among those assisting AI to publicize those in need of assistance through a "prisoner of the month" campaign.

Participants in the new U.S. effort also about once a month

will receive information about an imprisoned or missing newsmen along with instructions on where to send a telegram or night letter.

AI said that in nearly half the cases it has studied, letters and telegrams were followed by an improvement in the prisoner's condition.

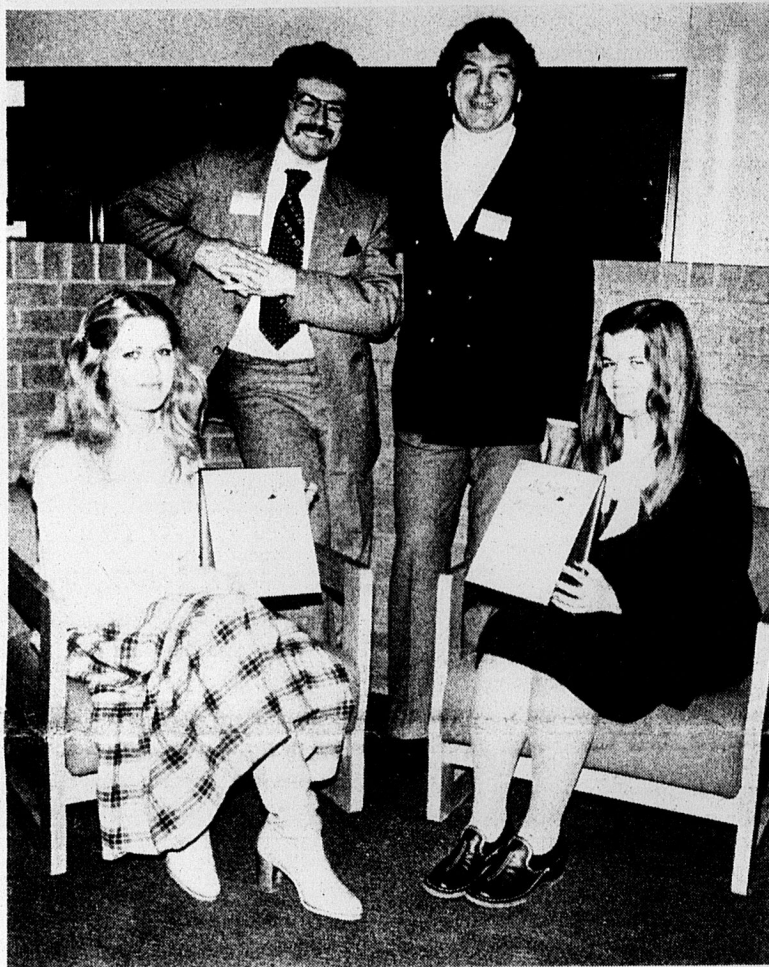
The IFJ reported in September that its "prisoner of the month" in April—Mirajo Mpatani Ali of Zanzibar—had had his death sentence in Tanzania reduced to ten years' imprisonment.

It also reported that its "prisoner" of July, 1977, Joe Tholoe, president of the banned South African Union of Black Jour-

nalists, was released from prison Aug. 31 after 18 months incommunicado.

"We cannot in good conscience turn our backs when those in our profession who are denied the rights we enjoy are paying the highest price for their convictions," said the letter from Perlik, Schofield and Olney.

Others supporting the effort include Sanford I. Wolff of the American Federation of Television and Radio Artists, Tom Wicker and Harrison Salisbury of the New York Times, David Perlman of the San Francisco Chronicle and Mary McGrory of the Washington Star.



Southern Ontario Guild

Two win SONG scholarships

Cindy Flack (left) and Nancy Welsh are given \$250 scholarships by Southern Ontario (Toronto) Guild. Representing Guild are Brad Savage (left), Oshawa Times Unit bargaining committee chairperson, and John Bryant, local executive officer. Journalism scholarships are for use at Durham College.

Keep work in shop

New York—Consumers Union violated its New York Guild contract by farming out printing work, an arbitrator has ruled.

Management gave an outside firm the job of printing 40,000 four-color promotional brochures, claiming the job wasn't Guild work because Guild-covered pressmen had never run four-color jobs.

Malcolm MacDonald, the arbitrator, said, however, that the Guild contract was clear in its prohibition of contracting work out when the "result would be dismissal, or would prevent hiring or rehiring or the loss of overtime."

He said that four-color work

could be done in-house with "reasonable and feasible adaptations of existing equipment and/or purchases of new equipment."

The company's projection of subcontracting for printing in 1978-79 would reduce the volume of in-house printing from 32 million pieces to a half-million and have a "substantial impact upon the unit and upon the work levels in the unit," he noted.

He ordered Consumers Union to pay the Guild \$155, the sum that would have been paid to Guild members for the time they would have spent on printing the brochures had the work not been subcontracted.

\$7,000 won in San Diego firing case

San Diego—An arbitrator has upheld the firing of an advertising artist for drinking on the job but has ordered the San Diego Union and Tribune to pay her nearly \$7,000 in severance and notice pay.

The company, pointing out it had warned the artist a year earlier, had claimed she was

guilty of gross misconduct and willful neglect of duty and had refused her severance pay.

Arbiter Norman H. Greer concluded, however, that one previous warning was not sufficient to establish gross misconduct and that the artist's drinking when under pressure was compulsive, not willful.

Mayet: portrait of South Africa journalist pressured by regime

JUBY MAYET of South Africa, formerly of the black daily, the Post, the fortnightly, Drum, and the Christian weekly, the Voice, as well as a board member of the banned Union of Black Journalists, has been in "preventive detention" under Section 10 of South Africa's Internal Security Act since May 29.

She was arrested at the offices of the Voice in Johannesburg at the same time the paper was officially banned. The ban has since been revoked, but not Mayet's detention, which can be indefinite and without charge or trial under the law. She was the Voice's acting chief sub-editor.

She is a member of the board

Here, in co-operation with Amnesty International, is a brief synopsis of the case of its latest journalist "prisoner of the month." The Guild Reporter will in the future publish others as other demands upon its space permit.

of the Writers Assn. of South Africa, which has been organizing black journalists since the UBJ was banned in 1976. WASA this summer was affiliated with the International Federation of Journalists.

Mayet earlier had been arrested along with the UBJ's general secretary, Phillip Mtinkulu, while trying to save UBJ funds from government seizure. Both were released on technicalities

[Guild Reporter, May 12]. The San Jose Guild's Gene Bryant was in Africa to observe their trials in February on a mission funded by the African-American Labor Center [Guild Reporter, March 10]. Mtinkulu addressed TNG's 1977 Convention.

Appeals for Mayet's release should be sent to: His Excellency Jimmy Kruger, Minister of Justice, Police and Prisons, Union Building, Pretoria, South Africa.

Panax's McGoff, South Africa linked to attempt to buy Washington Star

Washington — John McGoff, who controls the Panax chain and individually owns half of the Sacramento Union, got 11.5 million dollars from the South African government to buy the Washington Star, according to the Rand Daily Mail of Johannesburg.

McGoff's 1975 bid of 26.5 million dollars for the Star was rejected and the three families that then owned the paper sold it to Texas banker Joe Allbritton, who early this year re-sold it to Time Inc.

McGoff, of East Lansing, Mich., denied the Rand Daily Mail report.

The Rand Daily Mail said McGoff kept the money for two years, ran it through one of his European firms and repaid it with undisclosed interest when a secret funds scandal began to hit the South African government.

McGoff is a prominent supporter of the South African government and has business interests there.

The Washington Post said that there was little hard evidence in the Mail report.

Considering the severity of South African libel laws, however, it could be assumed that the Mail has a good deal of evidence, the Post said.

It also was reported that McGoff and right-wing German publisher Axel Springer reportedly offered an undisclosed amount of money to help the Pretoria regime take control of the company that publishes the Rand Daily Mail.

It also was alleged that McGoff considered becoming the front

man for the Citizen, an English-language Johannesburg daily established by the Afrikaner-dominated government to oppose the generally anti-government English press.

The Guild Reporter

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