

Newspaper industry  
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PATTERNS OF COLLECTIVE  
BARGAINING ;

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THE NEWSPAPER INDUSTRY

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## TABLE OF CONTENTS

	<u>Page</u>
I. Introduction	1
II. The Changing Technology of Newspaper Production	
a. Collection, writing and editing	2
b. Composition	2
c. Printing	4
d. Production Logistics	5
III. Parties to the Bargaining Process	
a. The Chains	6
Mergers, Consolidation and Anti-trust	7
b. Employer Associations	8
c. Unions	
1. ITU	9
The ITU and Mechanization	11
2. The Guild	14
d. The Human Factor	15
IV. Recent Patterns in Bargaining	
a. New York	16
b. Detroit	25
c. San Francisco	30
d. Los Angeles	31
V. Role of the N. L. R. B. - the legal framework	
a. Determination of Bargaining Unit	32

	<u>Page</u>
b. Bargaining over automation	39
c. Multiplant Units	43
d. Multiemployer Units	48
VI. Summary and Conclusion	54

PATTERNS OF COLLECTIVE BARGAINING  
THE NEWSPAPER INDUSTRY

I Introduction

According to Nathan P. Feinsinger, mediator in the 1967-68 Detroit newspaper shut-down, "the daily newspaper is dying by inches". (1) The American public evidently no longer needs to read a daily newspaper to be well informed. The newspaper industry has not been able to respond to competitive communications media: radio, television, and the weekly news magazines. Television and radio have robbed the newspapers of their most dramatic element - speed. The weekly news magazine has replaced the editorial page as the interpreter of news. The metropolitan daily is beset by the need of serving a geographically expanding metropolis with heavy population centers 50 miles away in terms of news, advertising and delivery...or give ground to shopping papers and growing local weeklies or dailies.

If it is not dying, as Dr. Feinsinger suggests, the metropolitan daily newspaper and the industry generally is changing and these changes have an effect on and are affected by its operations in collective bargaining. Automation has been and will continue to be a significant issue in newspaper bargaining. Mergers and consolidations result in problems of seniority and job security for unions and antitrust actions for management. New methods of production cause jurisdictional confrontations between traditional craft unions. Expansion by industrial-type unions such as the Teamsters and on the office side, the Newspaper guild, are providing new problems for newspaper employers. The profitability of the weekly news magazines and suburban papers has brought new competition to metropolitan dailies, (2) and the mass production of several papers in one plant under new cold type methods, often in a non-union shop, offers new challenges to traditional unions.

(1) New York Times, June 17, 1968.

(2) Time, Inc. recently purchased a chain of 22 Chicago suburban papers and production facilities. Wall Street Journal, March 22, 1969.

## II The Changing Technology of Newspaper Production

The production of a newspaper breaks down into news collection, writing, and editing; composition; and finally printing and distribution. Advertising, circulation and business management constitute the business side of the operation. The newspaper has joined the ranks of our mass production industries from a technological sense but has a plant labor relations structure still arranged along craft lines which is uncommon in our major mass production industries.

### (a) Collection, writing and editing

The collection of news, writing and editing is where the newspaper starts but was the last place for collective bargaining to begin. Publishers maintained that trade unionism did not apply to this type of work and there was a general lack of interest on the part of writers until the Guild was organized in 1933. The jurisdiction of the NLRB was contested until the U. S. Supreme Court in 1937 upheld an NLRB decision in favor of the Guild, holding that the Wagner Act did not violate the constitutional guarantee of freedom of the press. (3) The collection of news is facilitated by independent wire services, the Associated Press and the United Press. The services have their own staffs but also rely heavily on reporters working for member newspapers who file copy. The copy is edited by regional bureaus. The services have a uniform labor policy with the Newspaper Guild. Some newspapers have their own wire service which they also sell to independent newspapers.

### (b) Composition

The composition process requires examination because it is one of the frequent areas of management-labor controversy over the introduction of new equipment. The development of hot metal machine composition in 1885 was a necessary evolution for our modern high-speed newspaper, which vastly improved the speed of assembling type as well as alleviated the problem of type storage, type inventory and type distribution.

(3) Associated Press v. NLRB, 301 U. S. 103 (1937)

The most prominent machine is a line caster, either Linotype or Intertype. An operator at a keyboard sets from finished copy a single line of type which is automatically "justified" to a predetermined width. The line is cast in hot metal and the type returned to the magazine in the machine. The cast line is melted down after its use in creating the printing plate.

The great strides in line casting in recent years were more or less unnoticed until called to public attention by the long strike of machine operators at the New York Times and all other New York newspapers in the winter of 1962-63. At that time tape-operated line casting machines and their possible automation became a subject of much discussion. The tape for the line caster is punched on either a blind keyboard machine or one producing hard copy. Tape may be punched on one or more machines simultaneously and fed into a high-speed casting machine. Tape produced at a central point also may then be transmitted by telegraph for reproduction at various locations, the first application of this process by Time magazine before World War II. Between the end of World War II and 1959 there were 800-1,000 new installations in newspapers, against the total of 1,400-1,500 daily newspapers. This development was important because it permitted the use of tape-set newswire service and because, in general, the composing room cost runs as high as 60% of the cost for a small daily. (4) The newspaper industry currently still relies on line casting machines because it takes less time to convert the written word into stereotype plates by hot metal than by photographic composition. Since World War II non-metallic composing machines have become well established, although so far their application in the newspaper industry has been limited because of the high degree of investment in present equipment. As we shall see, automation is one of the most hotly contested bargaining issues in the

(4) Figures as listed in Wm. Hagen, Proceedings of Meeting: Tape Operation Slug-Casting Machines, R&E Council, Chicago, 1959. As an example of the savings generated, recently computerized tape set line casting was installed at the San Mateo Times. Prior to the change, skilled printers could set 4-5 lines per minute. Now one less skilled machinist can operate three machines simultaneously, and each machine can set 16 lines per minute, a total of 48 lines per minute - in sum, productivity was increased 500% with reduced skills! Bargaining in the downtown San Francisco papers has resulted in the prohibition of tape setting. (Interview with J. Hart Clinton - publisher of San Mateo Times.)

industry today.

(c) Printing

Newspapers can be printed by several methods, the most common is letterpress relief printing; other methods are rotogravure and web offset. Rotogravure is used for newspaper supplements, often printed for many newspapers on a regional basis. Web offset is a fast-developing printing process which may eventually replace current methods. Letterpress was originally the only form of printing. Individual letters are set in a form and an impression made from those letters. Stereotyping, invented in the eighteenth century, made it possible to cast curved metal plates for press work from the original type composition. In the nineteenth century, electrotyping provided another form of duplicate plates; and more recently rubber and plastic plates have been developed. Photoengraving provided a process for photographically reproducing both pictures and letterpress. All these individual skills tended to develop along craft lines.

Printing presses break down roughly into two categories, flat bed and rotary. Rotary presses print much faster than flat bed, and roll-fed as opposed to sheet-fed rotary presses are the fastest yet and normally used for newspaper printing. Common distinguishing characteristics of newspaper printing as opposed to other printing, particularly in metropolitan dailies, are:

- (1) cheap absorbent, roll-fed paper
- (2) ink that relies on the absorbing qualities of the paper for drying, and thus rubs off easily
- (3) use of primarily curved stereotyped plates as the image transfer medium, with coarse screening.
- (4) highly specialized presses, exclusively for web printing, with a built-in folder designed for one product.

The printing process is usually contained in three stories, paper feed on the first floor, printing on the second and folding on the third.

Once the press is webbed and the final plate in place, the run starts, (5) the folders deliver the folded paper to the mailroom where they are automatically stacked and bundled. Mailers and drivers perform the final step in distribution.

Newspaper production has been further complicated by changing market patterns. Not only does the city daily have to compete with the faster medium of television and radio, but with changing markets and concepts. At the same time, advertising must play an increasingly larger roll if costs are going to remain relatively stable to insure circulation.

(d) Production Logistics

The logistics in production of a modern daily newspaper are startling. Take for example the Philadelphia Bulletin, an evening and Sunday paper, with a weekday circulation of 800,000 in ten editions. The production of 800,000 copies of a typical 112 page paper requires 665 paper reels or 22 freight carloads, running 45,000 copies per hour. The size of the paper depends upon the demand for advertising space (which may be affected by planned occasions, such as holidays and sales, and unplanned occasions, such as snowstorms) and the nature of news (the death of a President will gobble up advertising space). Changes in hours and days of work under such circumstances are inevitable.

The economies of scale are imposing. An increase in circulation from 100,000 to 500,000 as far back as the nineteen twenties resulted in only a 38% increase in man hours and the cost per 10,000 copies declined from \$22.00 to 6 dollars. (6)

- (5) It might be noted here that the web press is quite susceptible to sabotage which can stop production for several hours. This is devastating with a product as perishable as today's news. This is one reason that many publishers do not attempt to operate during strikes.
- (6) S. Kjaer, "Productivity of Labor in Newspaper Printing," BLS Bulletin No. 475.

### III Parties to the Bargaining Process

#### (a) The Chains

Newspaper ownership is still characteristically closely held. While the influence of family empires such as Hearst and Scripps-Howard have declined, new names and new chains have been formed and are forming. These chains include both metropolitan dailies and suburban weeklies, although the government has forestalled the increasing domination of a news area by forcing metropolitan dailies to divest ownership of other newspapers in the same area. (7)

Some of the modern chains include: Thomson, Gannett, Scripps League, Newhouse, and Donrey Media. The Chicago Tribune group, Newhouse, Scripps-Howard, Hearst and Knight chains have the largest circulation. Sixteen groups own more than ten dailies each.

In 1938, when the Hearst Corporation controlled 20 newspapers (plus INS, the American Weekly, eight national magazines and 11 radio stations), labor relations was centrally controlled by the company's counsel, Harvey J. Kelly. Similar control in chain labor matters was attributed to Frank Gannett, who refused to let member papers accept a closed shop. Strong influences over labor relations policy in newspaper chains are probably still existent. (8)

With the tax considerations mitigating against paying out dividends, particularly in family-held corporations, the need to invest accumulated earnings in additional newspaper properties means the continued growth of chains.

(7) e.g. The Los Angeles Times was forced to sell its San Bernadino dailies.

(8) The relative control over chain labor relations has been the subject of government speculation. cf. The picketing of the Knight-owned Detroit Free Press by employees of the struck Knight Miami Herald was enjoined since it was alleged that the Free Press operated independently, while:  
The picketing of the Hearst-owned San Francisco Examiner by employees of the struck Hearst Los Angeles Herald Examiner was not enjoined, on allegations of the Central directors among Hearst papers.

### Mergers, Consolidation and Anti-trust

The decline in the number of newspapers and their relative concentration in large centers with the growth of one - newspaper cities has been the outstanding trend since 1916.<sup>(9)</sup> The circulation of daily newspapers, however, continues to rise slowly but not in proportion to the increase in population. Newspapers are increasing in number of pages since additional advertising revenue is necessary to offset rising production costs, if the price of the newspaper is to remain low enough to compete with radio and TV media.

The reduction in the number of competitive newspapers may insure a degree of financial stability for the remaining papers and thus more stable bargaining relationships and higher wages, but also unemployment for union members.

Attempts by unions and others to forestall mergers and consolidations have met with mixed success. In March 1969, the U. S. Supreme Court ruled that the joint operating agreement between Tucson's two dailies violated anti-trust laws, by pooling profits, rate fixing and market splitting.<sup>(10)</sup> Scripps-Howard alone has joint operating agreements in seven cities; there are known to be similar agreements in at least 22 cities. A 90 million dollar suit against the Hearst Corporation, the Chronicle Publishing Company, and the San Francisco Newspaper Printing Company, based on the merger of the Chronicle and the Examiner, was filed the day after the Tucson decision, by Blanche Streeter, a former Chronicle classified advertising salesman and others. The suit alleges the three companies with fixing advertising and circulation rates at "high, arbitrary and noncompetitive

(9) See Exhibit I, Daily Newspapers in the United States.

(10) Citizen Publishing Co. v. United States, 89 S Ct. 927 (1969) It should be pointed out that the violations charged in the Tucson case were classic and clear cut. The use of the combined facilities was only a means to an unlawful end, and is not necessarily unlawful in itself. The principle issue in this case was whether the "failing company" defense could be invoked absent a showing that, prior to merger, the merged company had actively sought a third party buyer. The Court held that it could not.

levels." It claims that the Chronicle Publishing Company used profit from its television station (KRON-TV) to acquire a "morning newspaper monopoly" in the Bay area, by buying "highly expensive and often unprofitable" newspaper circulation in outlying areas to "destroy competition" from the Examiner, then a morning paper. The suit further claims that the defendants created a monopoly for the Chronicle by making the Examiner an afternoon paper and killing off the News-Call Bulletin. Other groups are opposing the renewal applications of KRON-FM and KRON-TV on the basis of the Chronicle Company's media control concentration and slanting of news.(11)

(b) Employer Associations

While the newspaper business is highly competitive, employer organizations are in eminence at national, regional, and local levels. The American Newspaper Publishers Association has as members more than half of the 2,000 dailies. In addition to its trade functions, such as lobbying for preferred postal rates, the ANPA has over the years resisted unionization of the industry and strongly supported the open shop.

While state and regional associations exist, for bargaining purposes employer associations appear to operate more often as a loose consortium of the leading dailies in a given metropolitan area. Influenced by competitive factors, dominated by strong individual personalities. These associations have not been as effective as they might be. Fortunately for them, newspaper unions have been characterized in their attempts at coalition by similar intransigence and failure.

(11) Wall Street Journal, March 21, 1969. The proposed "Failing Newspaper Act" would permit agreements for joint newspaper operations to be exempt from anti-trust laws. The legislation has failed in previous years, due to objections from small and medium sized daily and weekly newspapers. See Exhibit V.

(c) Unions<sup>(12)</sup>

1. The ITU

Oldest of the craft unions in the United States as well as the newspaper industry is the International Typographical Union of North America (ITU). Beginning as separate local unions in large cities, as early as 1836, the ITU was created in the image of the ancient guilds of Europe. Horace Greeley was the first president of the New York City Union. It was initially encouraged by newspaper owners who were interested in ending price-cutting with cheap labor. The early local unions merged to form the National Typographical Union in 1852, which became the ITU in 1890. Under the ITU there developed strong central organization, strikes only after international sanction, and a national strike fund.

In 1901, the first national arbitration agreement provided for arbitration in the settling of primary contract disputes and guaranteed against strikes and boycotts. This lasted until the 1920's when some of the publishers with open shops tried to get other publishers to break away from arbitration agreements. Also, the union believed that foremen should belong to the union; the publishers did not. The union then claimed that this was a union local rule and not subject to arbitration. Similar arbitration agreements with the Pressmen have continued down to current times.

An interesting phenomenon in the ITU is the maintenance of two permanent, rival trade union parties, known as the Progressives and the Independents, within the ITU with elected delegates to regional and national conventions.<sup>(13)</sup> There have been occasional third parties. The ITU guarantees the right of all political candidates to space in the union Journal in two pre-election issues. The

(12) See Exhibit II - Unions in the Newspaper Industry in the United States.

(13) See, S. M. Lipset, "The Two Party System in the ITU" Labor and Nation 1950, p. 31-34 Inter-Union Institute, N. Y.

political system grew in response to the secret lodges that were maintained at the end of the nineteenth century. Since 1920, the two parties have been rather well-balanced, each too strong to be crushed.

The ITU exerts a large measure of control and discipline over its members and over the labor market. This control is provided through the chapel chairman which is the equivalent of the shop steward in other unions. The term "chapel" is reported to come from the guild days when labor meetings were held in sanctuary. Each composing room has its own chapel chairman, elected by the men. He sees that the men abide by union rules and the union contract with the publisher. The union rules are spelled out by the constitution, by-laws and other regulations of the International Union executive council. From these laws derive shop custom, e.g. that no one but a printer can touch live type, that the chapel chairman "rings the bell" which starts and ends the shift, and calls for the chapel meeting or other cessations of work.

Through his ITU card, a member can move about the country and list his card with any chapel and be put on the list for work. When he signs the priority book, he lists his trade as operator, handman, proofreader or machinist. With his slip thus posted, he becomes a substitute and must keep himself available for work, which may be dispensed by the foreman or the chapel chairman, depending on local custom. Any man can take a day off, so long as he provides a substitute. Once overtime is worked, a regular can be bumped by a substitute. The ITU rather rigorously supports the duty of the man to cover his situation. The foreman has the right to determine whether the man can produce in accordance with the standards of the shop, though he must make this determination in the first few days (by turning off the operator's light over his machine if he is dissatisfied!).

A well-known custom of the union composing room is the setting of type that is not used, known as "reset", "reproduction", "deadhorse", and called "bogus" by

the publishers. The practice goes back to 1835. The rule evolved from efforts by both unions and publishers to control exchanging type matter between newspaper owners. The union saw in this practice a threat to their livelihood; the publisher saw in it collusion between other publishers to put him out of business. The ITU first adopted a rule prohibiting transfer in 1872. In 1901 this was eased to permit transfer of type, plates or matrices but the type had to be reset in the receiving shop. Enforcement of the rule varies in different areas. In some jurisdictions the rule is in effect, but the work piles up until the publisher will swap it for some benefit with the local in an under-the-table deal. Efforts have been made by the International to trade the rule off in exchange for an employer pension plan, but the rank-and-file consider the rule a reserve in the event of unemployment. (14)

#### The ITU and Mechanization

It appears that the installation of the linotype at the turn of the century was possible with relative labor peace because the transformation permitted rapid expansion of the industry. The number of daily newspapers increased from approximately 1,650 in 1892 to 2,250 in 1914. This countered a displacement ratio of about 1.8 men per machine. Also, it proved more economical to train hand compositors as machine operators than to employ and train unskilled workers. The position of the union was well expressed by New York Typographical Union No. 6 in 1890:

- (14) The ITU international has dropped the demand for bogus as part of the mandatory bargaining line for its locals, but most locals still demand, and get, bogus. It is often a source of corruption among local leaders, but the contract provision is sufficient to satisfy workers, as indicated in a recent referendum. (Interview with J. Hart Clinton, previously noted.)

"Whereas, Intelligent wage workers no longer view with apprehension the introduction of labor saving machinery.....

"Resolved, That Typographical Union No. 6, recognizing these facts, welcomes the advent of successful typesetting machines, but maintains the right to establish regulations for the employment of its members upon them that will secure decreased hours of labor at a fair rate of return."<sup>(15)</sup>

The 1890 scale reduced the hours of work for New York Local 6 members to eight an eight-hour day, six days a week, with \$27 per week on morning papers and \$22 per week on evening papers. Local 6 was one of the first in the country to establish an eight-hour day. This was a reduction from a work day of 13-15 hours! The publishers did not resist the shorter hours because the linotype eliminated the unproductive work of redistributing the type, as well as speeding-up tremendously the type-setting operation. The change was effected in other parts of the country and in the book publishing business only after a period of strikes.

The union accepted less than scale for learners, and employers paid overscale and bonuses for high productivity. The union also began to establish restrictive work rules on the foreman and on his manning of the machines. The ITU took control of the machine tenders away from the IAM.

In 1947, the Taft-Hartley act struck at the heart of ITU strength by prohibiting the closed shop. To a large degree, the union has circumvented this provision by securing agreement on apprenticeship regulations (setting a ratio of apprentices to journeyman) and qualification standards which required approval of the union

(15) George A. Stevens, History of New York Typographical Union No. 6 (Albany, 1913) p. 329.

foreman and/or a qualifying board of union officials before a man could be hired. These devices have not been upset by the U. S. Supreme Court (16) so long as outright union favoritism was not proven by the employer. The ITU has generally been flexible in its use of these devices during periods of labor shortages,(17) although there have been some management outcries.(18)

In another important decision, the Supreme Court has held that a union foreman provision is not a mandatory subject of bargaining.(19) The ITU still demands and gets union foremen, however.

Today, the most significant danger facing the ITU is automation. Printers who once performed proofreading or machine work as a sideline are now finding that these sidelines are the only work left for them. This may lead to reclassification of these workers into new units.(20) Further, many linotypists are being replaced by ordinary typists on tape setting machines, again leading to a decrease in union membership.(21) The situation has become serious enough to endanger the stability of the union pension fund.

(16) NLRB v. News Syndicate Co., Inc., 365 U. S. 695 (1961)

(17) See Kansas City Star, 119 NLRB 972 n.6 (1957) (testimony of union official as to local policy)

(18) Burns, How Collective Bargaining Works p. 68 (1942)

(19) ITU v. NLRB 365 U. S. 705 (1961)

(20) Such a situation could arise under present policy only when another union actively seeks to represent these employees as a separate craft. The historical representation of these employees by the ITU will be an important consideration in its favor. See discussion of determining the appropriate unit infra.

(21) Although the ITU attempts to retain replaced linotypists as typists, many regard the work as demeaning and will not accept it. This, of course, leads to increased opposition to automation.

"Bogus" work was also threatened by the Taft-Hartley Act, which forbade, in what is now Section 8(b)6 of the act, efforts to force an employer to pay for work not performed. In ANPA v. NLRB,<sup>(22)</sup> however, the Board and later the Supreme Court held that while bogus may be unwanted work, it is work actually performed and not forbidden by 8(b)6. This ruling has been also used by other mechanical unions to justify overmanning provisions as a response to automation.<sup>(23)</sup>

## 2. The Guild

Sporadic attempts had been made by the ITU since 1891 to organize news writers. Many factors weighed against such organization. Newswriters were a mobile lot and the high turnover made organization on a local basis difficult. The white-collar spirit of believed independence pervaded potential members. Some publishers took the idea that a union of newswriters would involve some form of press censorship, a theory not overcome until the U. S. Supreme Court decision.<sup>(24)</sup>

The NLRA and the difficult times that befell newswriters - as well as others - during the depression was sufficient impetus. In 1934, the American Newspaper Guild was founded at a national convention, its first president, Heywood Broun. The first Guild contract was with the Philadelphia Record, the first strike against the Newark Ledger.

The Guild's code was resented by publishers because it carried such principles that the news would not be edited by the business side of the paper. By 1934, membership had grown to 8,000. While there were claims of Communist domination, many publishers were not unfriendly to the Guild, as many felt reporters were underpaid. The local aspect of bargaining changed after 1935 to centralized bargaining

(22) 345 U. S. 100 (1953)

(23) Journal Publishing Co. 137 NLRB 782 (1962)

(24) Associated Press v. NLRB, supra, note 3

control, although bargaining with publishers on a regional basis soon became common.

In 1937, the Guild elected to affiliate with the CIO and extended its organizing drives to include business offices and commercial departments. From a membership of 10,000 in 1937 the Guild rose to 31,000 by 1945, its present membership level. In January 1969, the Guild concluded a nationwide eight-day strike against the AP, terminating in a contract providing a minimum of \$250 weekly for reporters (the highest minimum is for a Time writer/reporter at \$315). The Guild now has 132 contracts covering 169 newspapers, including reporters, photographers, advertising department, computer operators and programmers, telephone and office clerical.

(d) The Human Factor

As is evident from the preceding comments and case studies that follow, a major variable in newspaper bargaining is the personalities of the involved parties. This is more true in newspapers than in other industries for several reasons. First, of course, is the political nature of the ITU, the most important major union. ITU leaders are subject to constant criticism by members of the loyal opposition. Members do not always agree to negotiated settlements, and in addition have a virtual paranoia about automation that interferes with the desires of both management and the international to develop reasonable transitions into an automated industry.

It is also evident that the character of the employers is somewhat unique. Many newspaper publishers are more than businessmen - they are journalists who are willing to make many concessions in order to keep the presses running. At the same time they are pedagogues who are not afraid to take a moral stand on issues like bogus and the right to work. The individualistic character of publishers has led to the failure of several important multiemployer bargaining efforts, including that in New York.

Finally, it is evident from the history outlined that public opinion influences the industry to a far greater degree than industries of comparable economic importance. Although people might get along without newspapers, politicians can't. Thus government mediation, particularly by local politicians, is always a factor to be expected in a major newspaper dispute.

#### IV Recent Patterns in Bargaining

##### (a) New York

The New York newspapers were particularly vulnerable to pressure from the ITU. If one metropolitan daily was struck, the paper might not be able to win back its advertisers. If it accepted high wage rates, it could not compete with other newspapers. The one possibility was to develop a technique that would bypass the composing room and eliminate the ITU altogether. Several methods involving cold type reproduction through photoengraving had been tried but were not technologically successful.

After 1947, with Theodore W. Kheel, director of the New York City's Division of Labor Relations as mediator, the ITU and the Printer's League representing commercial printers had worked out a method of avoiding the Taft-Hartley prohibition of the closed shop by defining the word "journeyman" so that only New York Local 6 members could qualify. Publishers in Chicago attempted to take a stand against the ITU by setting up a complete cold type reproduction system using typists and photocomposition. A long strike resulted during which the papers continued to publish.

As in Chicago, the New York papers assembled their Varitypists and photoengravers to do battle against an approaching ITU strike. Local 6 worked out a contract by April 1948, but failed to provide for sufficient restriction against the use of

substitute methods like Varityping and fell under criticism of the ITU international leadership who prevented ratification of the contract. By August, a contract was worked out restricting the right of publishers to use substitute processes. (The Chicago strike was settled in September 1949 after 22 months, with the six dailies returning to hot-metal typesetting.)

In the winter of 1951, the wire services introduced the Teletypesetter (TTS) in 33 states. Operators were members of the Commercial Telegraphers Union. The ITU Executive Council agreed to permit the use of outside tape so long as ITU journeymen were not displaced and TTS work in the composing room would be handled by the ITU. Publishers, however, wanted to pay a lower rate, an unlimited use of outside tape, and a separate shop not covered by onerous ITU work rules. Local 6 would not even permit the use of any outside tape unless reset. Both publishers and union deferred the issue for a year. In the winter of 1952, the Wall Street Journal reached agreement with the ITU that limited the use of the TTS, or its substitute the Electro-Typesetter, to the setting of stock market quotations and protected journeyman against layoff. In 1955, the New York Union obtained jurisdiction over both the Teletypesetting and photocomposing processes in a formal contract with the Publisher Associations against the claims of the Lithographers, the Photoengravers, the Guild and the Commercial Telegraphers; this was a major victory, except that outside of the Wall Street Journal, no New York newspaper or printer used the new equipment. Over 600 dailies outside of New York were using the equipment.

By 1956, the ITU had set up a training school in Indianapolis to teach their membership cold type techniques; in 1962 the center was moved to Colorado Springs, the new site of ITU headquarters. By 1964, 2,000 members had received training. In 1957, the New York Daily News began training operators in linofilm photocomposition, the Times embarked on a similar program with the Photon. In 1959, the Times installed

Teletypesetters to improve the printing of its European edition. The World Telegram and Sun installed photocomposing machines in 1960; thus 3 out of the 7 New York dailies had finally made a major advance.

Toward the end of 1961, Bertram Powers had become the chief negotiator for Local 6. The 1961 contract with the Publishers Association provided for an elaborate joint training program. In 1962, the Times trained operators to establish its West Coast edition using TTS.

#### 1962-1963: The 114 Day Strike

One of the major changes the New York Publishers Association sought in 1962 negotiations was the right to use outside tape, which they had agreed to ban since 1955. The publishers following their successful practice again attempted to work out a pattern-setting agreement with the weaker Newspaper Guild as they had in 1961. To forestall this, Powers undertook the task of establishing a 10-union newspaper committee. The Guild struck at the Daily News and only the intervention of the Secretary of Labor prevented the Publishers Association from locking-out city-wide. The Guild then settled with the News, breaching newspaper union unity.

Undaunted, Local 6 then struck four of the seven dailies: the Times, Daily News, World-Telegram and Sun and Journal American, the first Local 6 newspaper strike since 1883.

The Publishers Association then countered with a lockout at three other New York papers, all just before the Christmas advertising binge. Strike insurance for the papers ran out on January 9, 1963, after \$2,500,000 in payments had been shared. The ITU nationally supported the strike by an assessment of 3% of earnings. However, the Guild, which had a new contract, and the other unions provided no such support for their new unemployed members, compared to the \$120 weekly strike benefits that the printers were drawing.

On February 28, Post publisher Dorothy Schiff withdrew from the Publishers Association and met the ITU terms. The continuance of the strike was strongly supported by Harry Van Arsdale, president of the Central Labor Council, who staged a 25,000 man picket line around the Times building. In January, a three-man fact-finding board appointed jointly by Secretary Witz, Governor Rockefeller and Mayor Wagner issued a 6,000 page report attacking the strike as "a deliberate design formed by the printers' representatives as the opening gambit in negotiations to shut down the papers and postpone any negotiation until a time when the publishers would be forced to surrender under the economic pressure of threatened extinction."<sup>(23)</sup>

In February, President Kennedy stated that Powers was trying to impose an impossible settlement, and suggested compulsory third-party arbitration, which the ITU had always strongly resisted. By March, Kheel had worked out a settlement providing for three key union demands:

- (1) common expiration date for all unions,
- (2) a shorter work week, and
- (3) the right to share in savings from the use of outside tape.

(The settlement was at first rejected by the membership-until the Mayor arranged for a larger hall!)

The strike had these results:

1. A determination by publishers and unions to prevent another strike through an industry labor-management board.
2. A beginning was made to the introduction of new equipment.
3. It was realized that procedures were needed to reduce the 150 participants in negotiations.
4. Coordinated bargaining was seen to be good for both parties.
5. Most of the papers raised their price to 10 cents.

On October 16, 1963, the New York Daily Mirror abruptly closed down forever.

(23) New York Typographical Union, Monthly Bulletin, Feb. 1963.

1963-1965 : Automation

The New York Times and the New York Herald Tribune took advantage of the 1963-1965 contract provision which permitted them to use wire service tape for automated typesetting of selected stock market reports in June 1963. The reduction at the Times was from 53 operators to ten and from 18-24 linotype machines to six. The 1963-1965 contract provided that no one would be laid off as a result of the use of outside tape and that any savings from its use would be made to a Local 6 automation fund. No time limit was set for the resolution of the question of how much savings, but the contract specified that the question, if not settled, would be settled through the Publishers' Association by binding arbitration. No one pushed for settlement; a union-proposed tribunal of David Cole, Theodore Kheel and George Taylor was rejected by the publishers. Although Sam Kagel was finally appointed by the American Arbitration Association, the parties managed to drag the issue into the 1965 negotiations. In the meantime, the Post had inaugurated wire service tape setting. Powers demanded 100 percent of the direct labor savings indefinitely; the publisher wanted to limit payments only to years when the newspaper would make a profit.

In 1964 the News, followed by the Times, installed sophisticated computer equipment which would take raw, unjustified tape from manually-operated electric typewriters which would then transmit it in new justified and properly hyphenated tape and feed it to automatic linecasters. Both publishers were unwilling to risk using the machine for fear of producing a work stoppage. Such a system had been installed as early as 1963 at the non-union Los Angeles Times, and Oklahoma City Times, eliminating even the printer from the typing job. Phototypesetting also improved rapidly, permitting the 1800 page Manhattan phone book to be photoset in 10 hours.

Some agreements had been reached outside of New York with publishers and ITU locals,

but at best they guaranteed only the present work force. The ITU had 6,000 apprentices in a six-year training program and was concerned over the possibility of drastic shrinkage, even if the printing industry was able to expand based on its new productivity.

Newspaper closings and mergers also affected negotiations. In 1900, there were 25 New York dailies, by 1960 only 7. In 1963, the 800,000 copy New York Daily Mirror of the Hearst chain had abruptly closed its doors. Local 6 had to ban ITU pensioners and members with incoming traveling cards from working. The union was being squeezed between the demands of publishers to automate to compete with other advertising media and the necessity of protecting jobs.

#### 1965 Negotiations : The Great Leap Frog

In June 1964, Powers announced that in bargaining for the next contract he would seek to negotiate individual contracts with the publishers, for the first time since 1897. Powers noted that the Herald Tribune and the Post had exercised their option to bargain individually or through the Publishers' Association, and the union was entitled to the same choice. The Guild also negotiated with each publisher separately. The union's right to negotiate separately was finally upheld by the NLRB and the courts, but not until July 1966.

When negotiations began in October 1964, the publishers insisted on the right to automate and the elimination of the bogus in advertising, offering a \$3.50 increase per week per year contract. Despite the six months' early start and recommendations by independent consultants on how to work out a formula for computer payments, no agreement was reached by the March contract expiration date. When an impasse was thus reached with the ITU, the publishers changed their strategy and reached agreements with the Guild and other mechanical unions on a \$10.50 weekly increase per year basis, with the understanding that the publishers would not make a better offer

to the ITU. Despite this, come April, the publishers settled with the ITU for a \$12 package and also agreed to contribute 100 percent of the savings from outside tape, retroactive to installation, - and the computer problem was still not solved, the union obtaining in effect a prohibition against installing computer equipment. Powers received a standing ovation for such a masterful settlement. (As an interesting sidelight, the ITU members themselves decided on how the \$12 package should be spent in wages and fringes by secret referendum.)

The printers settlement shattered the organizational unity of the Newspaper Trades Council, with only half of its ten labor organizations remaining. By September the Guild was on strike against the Times for a union shop and job protection similar to that of the ITU. The member newspapers of the Publishers Association shut down in sympathy with the Times; the Post continued to operate since it had withdrawn from the Association. The Herald Tribune resigned from the Association a week after the lockout and resumed publication. By October, Kheel, again acting as mediator, had worked out a modified union shop for the Guild and further difficulties with the ITU mailers were also resolved.

#### The Computer Issue

In 1964, the Post had installed a computer and the issue was immediately joined.

When the printers struck, publisher Dorothy Schiff suspended publication and warned if she was not permitted to operate automate, she would sell. She offered to pay 100% of savings into the Local 6 automation fund, but only in years the Post was profitable. Powers countered by offering to take 50% with no limitation.

The Union was in trouble because uncontrolled automation resulting in a decline in employed membership could further imperil the pension fund. The ratio of pensioners to membership in Local 6 had increased in the ten years from 1955 to 1966 from 13 to 19%, with the number of journeymen remaining constant and pensioners

increasing almost 50%. In addition, the national ITU pension fund was in worse shape, with 23% of the international union membership over 60 years old and retired or eligible to retire. Thus, early retirement could not be a solution to an unemployment problem brought about by further automation.

#### The Merger That Never Was

In March 1966, Jay Whitney's Herald Tribune, the Scripps-Howard Journal-American and the Hearst World Telegram announced their merger due to economic factors. Effective April 24, the new combine, called the World Journal Tribune, would publish one morning paper (the Herald Tribune), one merged afternoon paper (the World-Journal) and one Sunday paper (the World Journal Tribune). WJT officials concentrated on negotiations with Big Six. The WJT announced that they had become members of the Publishers' Association, implying that if agreement was not reached, the Association members would lock out. Despite Kheel's efforts, the WJT and Big Six were unable to reach agreement, chiefly over severance pay for those eliminated by the merger. Unexpectedly, on April 24, the members of the Publishers' Association, particularly the Times and the News refused to lockout. The failure of the negotiations to result in a major newspaper shutdown, took the pressure off the negotiations between the WJT and Big Six; Mayor Lindsay appointed arbitrator David Cole as his representative to settle the strike. By May, settlement was reached with Local 6 providing for 5 weeks of supplementary severance pay and was quickly agreed to by the paper handlers, stereotypers, electricians and machinists. Although the Guild settled for an improved severance pay schedule, settlements by the remaining unions were not fast coming. No progress had been made as late as August 15 with the Pressmen, centering around their demand to reduce the Saturday night shift from 8 hours to 6½. On that date the WJT announced that their morning paper, the Herald Tribune, would not be published. This meant some additional 800 jobs would disappear and the agreements with nine

other unions, so carefully pieced together over the last five months would have to be renegotiated. However, the unions were now reasonably worried and concluded these new agreements with a minimum of trouble, other than all insisting on extra compensation, since the Pressmen, at the end of the line, had their night shift on Saturday reduced from 8 to 7½ hours. In spite of the loss of some 500 jobs from the merger, Local 6 managed to find work for most of its members. No attempt was made to install automated equipment in the newly organized WJT. This was one of the elements that contributed to the demise of the World Journal Tribune in May 1967.

#### Fate of New York Daily Newspapers

Despite the failure of four of the nine major New York newspapers, New York advertising lineage gained substantially over the period since the war. Nationwide, the picture was relatively stable; there were 1,763 dailies in 1964, 14 more than at the end of World War II. Total circulation increased more than 25% during the period, and the average number of pages for large publications had grown from 27 to 47. Outside New York, publishers were spending more than \$100 million annually for new equipment and plant expansion.

While it is important not to over generalize, automated equipment, rather than eliminating printers, permitted newspapers who were able to install it, to expand their operation, remain profitable and provide additional jobs. Even in New York, under Big Six's policy of controlled automation, the Times increased printers from 743 to 846 and the News from 669 to 990 in the period from 1960 to 1966 on installation of tape and photographic systems.<sup>(25)</sup> The non-union Los Angeles Times added 400 employees between 1962 and 1966 while installing computerized type setting.

Negotiations were still unstable because the Publishers Association could not agree

(25) Figures from Local 6 Chapel reports and New York Times, April 26, 1968.

among themselves, nor could the ten union joint council. The historic practice of the publishers in dealing with each craft separately resulted in nothing but leap frogging the previous settlement by each union in its turn.

(b) Detroit

Detroit has two large metropolitan dailies, the Detroit Free Press and the Detroit News. The Free Press, owned by the Knight newspaper chain, is a morning paper of 500,000 copies. The Detroit News is owned by the Evening News Association, also is connected with Booth Newspapers which publishes dailies in major Michigan cities. It is an evening paper with 700,000 circulation. A third paper, the Detroit Times owned by the Hearst newspaper chain, sold out to the News in 1960, one of the reasons given that it never recovered from the costly 1955 strike. (26)

The Detroit Newspaper Publishers' Association does the negotiation for both papers. There are 14 unions and 21 different contracts.

The 1962 Lockout

The Free Press and the News were carrying on separate but coordinated negotiations with the Free Press. The Teamsters struck the Detroit Free Press over a number of issues on April 16. On three of the issues - the News had an agreement with the Free Press that they would not give on these issues. On April 16, the News locked out. In initial proceedings before the NLRB the News defined their action on the right of an employer to lockout under the Buffalo Linen doctrine (27) The Board denied this argument, on the basis that there was no formal multi-employer unit as in Buffalo Linen. Following the 1965 decision by the U. S. Supreme Court in American Ship (28) that an employer has a right to lockout after an impasse has

(26) Time, October 30, 1964.

(27) NLRB v. Truck Drivers Local 449, 353 U. S. 87, 39 LRRM 2603 (1957)

(28) American Ship Building C. v. NLRB, 380 U. S. 300, S8 LRRM 2672 (1965)

been reached for the sole purpose of bringing economic pressure in support of its own bargaining position, the Board reconsidered the case and found an impasse had been reached and the lockout legal. (29)

### The 1964 Strike

The publishers had settled with all but two unions, namely the Pressmen and the Platehandlers, the former headed by an ambitious president, Freeman "Smokey" Frazee. From April to June the unions had caused 56 work stoppages by leaving their jobs to attend unauthorized chapel meetings. The Pressmen's Mr. Frazee conceded they were aimed at "putting pressure on the publishers to negotiate." (30) On July 13, the Pressmen struck to back up three demands that were beyond the wage and fringe benefit pattern accepted by the other unions:

- (1) time and one-half for all Saturday work within a 35-hour work week at the Free Press.
- (2) an extra \$1 a day for wash-up time, and
- (3) continuation of the basic manning of 16 pressmen for eight-unit presses at the Detroit News.

The publishers had decided to ditch the old maxim, "better read than dead" and resist the above-pattern increases. During the 19-week strike, the negotiations moved from Detroit to Lansing, to Washington, to Toledo, to Detroit, with the Mayor, Governor, and President all "doing their thing."

Detroit merchants merely increased their ad budgets in suburban papers. Department store sales for August-September were up 15% over the previous year. Allied Theaters reported its best summer. The strike hurt Democratic gubernatorial

(29) 166 NLRB No. 6, 65 LRRM 1425. Affirmed by U. S. Court of Appeals (6th Cir.) Dec. 31, 1968 70 LRRM 2061.

(30) Wall Street Journal, Nov. 11, 1964

candidate Neil Stabler much more than his opponent Governor George Romney. This brought President Johnson into the play. He urged a settlement recommended by Federal Mediation boss, William Simkin, which failed when Frazee refused to recommend its ratification to the membership. Romney proposed a settlement offer be submitted to the membership for secret ballot by the State Mediation Service.

When this failed he named a three-man panel to recommend procedures for settlement. Bishop Emrich, a member of the panel, issued a statement on November 2: "After hours of fruitless work and weeks of reflection I now believe that the striking unions are unjustly harming the city, the newspapers, and the cause of all good unions," noting that "another union that wants to return to work is picketing the picketers," and that "while I developed a personal affection for the men in the two unions, I found my reason sided with the Publishers in their resolve not to permit this misuse of power, this anarchic power play, to succeed."<sup>(31)</sup>

On November 19, Teamster President James Hoffa, whose drivers formed the largest union, said "The strike should be ended and the Pressmen's Local 13 should realistically recognize that they should compromise and submit the remaining issues to arbitration."<sup>(32)</sup> Ads in non-striking papers urged citizens to demand an end to the strike; some 8,000 responded. Federal and state mediators recommended that the one remaining issue - press manning - be submitted to arbitration.

Final settlement was worked out by UAW President Walter Reuther at Solidarity House on November 19. The agreement provided that the crew would automatically be reduced to 15 men in November 1965, unless the union chose to arbitrate the

(31) Press release, Episcopal Diocese of Michigan, November 2, 1964.

(32) Detroit Free Press, November 25, 1964.

issue. The 134 day strike, the then-longest, ended, with the loss of 184 million copies. Circulation dropped from 707,418 to 683,834 for the News and from 521,257 to 509,410 for the Free Press. (33)

The 1967 - 1968 strike

This strike began November 15, 1967, when the Teamsters struck the Detroit News for higher wages. Two days later, the Detroit Free Press closed down in a long-standing publishers' compact. The remaining 13 unions honored picket lines and declared strikes as their contracts expired. The Teamsters settled March 15 for a package of \$30 a week spread over three years. It was hoped that the strike would therefore be shorter than the 134 days in 1964. The publishers even had the next expiration date after the Christmas period which greatly reduced union pressure during this high revenue period.

Again, there were many undercurrents. Two interim newspapers had profited richly in 1964, one, run by Wayne University college students, netted \$500,000. The other combine was run by 9 Teamsters and a suburban publisher at a \$7,000 a day net. A Michigan senate committee raised the question of Teamster conspiracy, and the Detroit News filed suit for damages against the suburban publisher of the interim Teamster newspaper. Finally, Teamster Washington headquarters brought the strike to a halt by forcing the local to demand that the publisher of the interim newspaper hire all 4500 laid off Teamsters as a condition of continuing business. (34)

No sooner had the settlement been announced, than Norman Park, president of the

(33) Toronto Globe and Mail, May 17, 1968.

(34) New York Times January 21, February 7, 1968.

ad hoc "Newspaper Union Council" stated for all remaining unions that "the contract was inadequate and the publishers were arrogant for trying to make it the pattern."<sup>(35)</sup> Again, there were political overtones, with Governor Romney and Mayor Cavanaugh both seeking the spotlight. When Cavanaugh called in Nathan Feinsinger to mediate, Romney criticized Feinsinger's activities due to his ill health. Cavanaugh rejoined, "While it is true the professor's health does not afford him the luxury of running a mile every morning, his mind, his stamina and his alertness are in no way impaired"<sup>(36)</sup> Romney announced he would ask for compulsory arbitration from the state legislature unless settlement was reached. A state senate subpoena against the Detroit News publisher was quashed by a federal court restraining order.

Feinsinger returned to the mediation table and in June announced a package settlement of \$33 a week against the Teamsters \$30. The unions rejected this which Feinsinger characterized as "unsportsmanlike."<sup>(37)</sup> They also demanded a before Christmas expiration date. Richard Brown, ITU international representative, claimed that larger increases had been won in Milwaukee, Chicago and Washington.<sup>(38)</sup> The unions had an official understanding that none would go back until they all went back.

On June 21, the publishers announced they were planning to operate with non-strikers; the Teamsters indicated they would cross the picket lines.<sup>(39)</sup> By June 27 four unions had settled at close to the mediators' \$33 recommendation, but publication was not resumed until August, other unions such as the Mailers trying to benefit from their individual bargaining power.

(35) New York Times, February 8, 1968.

(36) Business Week, May 25, 1968

(37) Peter Clark, editor, The Detroit News, June 19, 1968

(38) Toronto Globe and Mail, June 17, 1968

(39) New York Times, June 21, 1968

The News stated that next time it would print immediately with a non-union crew. A Teamster vice president said hereafter the unions would bargain as a group.<sup>(40)</sup> The final package was closed to mediators' recommendation when the News said they would break the strike. The unions were embittered by the Free Press lock out. They were determined to win a better settlement than the Teamsters, because the Teamsters started the strike. The publishers were angry because the strike started over a desire of individual Teamsters to run a profitable interim newspaper and by the time the Teamsters settled other unions were out.

(c) San Francisco

On September 7, 1965, the two Hearst papers, the Examiner and the News-Call Bulletin, and the independent Chronicle announced they were merging into one corporation which would print a morning, an afternoon, and a combined Sunday paper, using only the Chronicle's composing room. The Conference of Newspaper Union Representatives won the publishers' approval of a four-week moratorium during which there would be no layoffs at the three merged newspapers. When the reorganized dailies were launched on October 13, there were no strikes under subsequent settlements, dismissed employees with at least six months service received a minimum of seven weeks severance pay.

The San Francisco papers were struck in January 1968 when the Mailers Local 18 whose contract expiration came first walked off the job. The ILWU's Louis Goldblatt suggested that chaos would be diminished if the unions had all contracts expire at the same time. Sam Kagel<sup>(41)</sup> mediated the settlement and the strike ended February 25 with 15 unions ratifying a three-year contract to expire February 28, 1971.

(40) New York Times, August 10, 1968

(41) for a bill of \$35,000 and this quotation: "We worked 17 days, 16 and 17 hours a day, continually. My suggested formula for going through one of these things is to drink bourbon, play basketball, and think of girls. With all the work we were doing that was about all we could do about girls - think of them." ITU Journal, July 1968, p. 24.

Both publishers and unions, including those whose contracts were still running, thought this common expiration date would be advantageous to future bargaining.

(d) Los Angeles

Los Angeles more than any other is an open shop town. The Los Angeles Times has generally been a non-union paper for years. The Hearst paper, the Los Angeles Herald Examiner, reflects the general policy of the Hearst newspapers. (In 1938-1940, the Guild struck Hearst in Chicago for 508 days). Beginning in 1964 the Examiner apparently tightened its labor relations policies in hope to do away with restrictive clauses against reproduction, manning, and foremen.

In December 1967, the Guild struck the Examiner over wages, demanding the \$34 weekly increase over three years in the Guild settlement at the Long Beach Independent Press Telegram, against a \$13 increase over two-year offer from Hearst. Thereafter, 1,100 Guild members and 14 Machinists went on strike. The Examiner locked out 900 other craft unions and operated with non-union help after a two-day shut down. In March 1968 there was a \$41 Guild strike settlement at the Hearst San Francisco Examiner. The Los Angeles unions have been conducting a door-to-door cancellation of subscription effort and a nation-wide boycott of Hearst advertisers. Picketing of the San Francisco Examiner by Los Angeles employees was not enjoined. In December 1968, the unions had to conduct a certification election to protect their bargaining rights; the outcome overwhelmingly favored the union.

V The Role of the National Labor Relations Board  
The Legal Framework

The NLRB exercises jurisdiction (42) over several aspects of the collective bargaining process in the newspaper industry. Initially, of course, it determines the appropriate unit which the union may represent and which the employer must recognize.(43) It supervises the electoral process by which representation is approved by the employees.(44) It supervises the bargaining itself through enforcement of the "good faith" requirement.(45) Finally, it determines jurisdictional disputes between rival unions and between union and employer when new work or techniques are added during the course of a contract.(46) Emphasis will be given here to those problems which seem particularly pressing in the industry today.

(a) Determination of Bargaining Unit

Historically, the newspaper industry has been heavily organized.(47) As a practical matter most of the printing trades had established relations with employers long before the Board began choosing appropriate units. Since an important factor in determining appropriateness is the tradition of bargaining,(48) these

(42) Although the jurisdiction of the Board extends theoretically to any newspaper that makes regular use of the channels of interstate commerce, *Associated Press v. NLRB*, 301 U. S. 103 (1937); the Board restricts its administration of the National Labor Relations Act to newspapers which use national advertisers or news services and have an annual gross volume of at least \$200,000. *Nutley Sun Printing Co. & ITU*, 128 NLRB 58 (1960).

(43) NLRA § 9b

(44) NLRA § 9c

(45) NLRA § 8a5 (employers) and 8b3 (unions), make it an unfair labor practice to refuse to bargain. This requirement has been interpreted by the Board to mean that certain demands may be made the subject of a strike or a lockout (a refusal to bargain further) and others may not.

(46) See discussion infra.

(47) A brief history is set forth in *ITU (ANPA)* 86 NLRB 951 (1949).

(48) In *News & Observer Publishing Co. & Stereotypers & Electrotypers*, 106 NLRB 1145 (1953), the Board rejected a claim by the stereotypers that it could most appropriately represent the stereotypers in the employers plant. One of the principle reasons was the fact that the stereotypers had been represented by the Pressman since 1907. In making such a determination, it should be noted, the Board disregarded the presumed desire of the stereotypers for separate representation.

relations have been preserved, despite the fact that many traditional units no longer seem capable of achieving optimum stability.(49)

Most of the cases involving the establishment of a new unit involve the non-printing portion of the newspaper work force. The American Newspaper Guild, the first nationally successful union of "white-collar" workers, experienced a major period of growth in the 1950's, when the Board was often called upon to adjudge the appropriate group which the Guild should represent.(50) Generally, the employees are unorganized before the arrival of the Guild, so these cases present no inter-union conflict - the Board has to decide only which group of employees could most efficiently and fairly be bound together for purposes of bargaining. In most cases, employers argue for the largest possible unit. Although this is partly because the Guild will have more difficulty obtaining a majority in the large unit, the employers also fear that partial representation eventually leads to multiple representation as other unions organize the employees ignored by the Guild. This situation, it is feared, will result in competition between unions to prove they can bargain best with the employer - a built in impetus to escalation of demands.(51) It is a situation often seen in the mechanical crafts.(52) Further, the multiple representation in the printing trades clearly has led to frequent

- (49) Preservation of traditional standards has led to such situations as occurred in News Syndicate Co., Inc. 141 NLRB 578 (1963), where members of separate units performed the same functions in the same room. An imaginary line across the room determined jurisdiction. When a technological innovation reduced the total number of jobs, both sides argued that the machine, which performed the function formerly done by both unions, was within their traditional jurisdiction. This dispute led to a work stoppage of several days.
- (50) See cases cited in Denbo, Taft-Hartley Act and Newspaper Publishers, 13 Lab. Law J. 709, 711 (1962).
- (51) Denbo, note 10 supra at 710.
- (52) See pp 18-19 supra - describing the "leapfrog" writ large in the multiemployer context of the New York newspaper industry. There, however, the competition was between the Guild and the Mechanical unions. It would seem that the fundamentally different interests involved makes separate units for these general groups inevitable in large plants.

jurisdictional disputes which tied up production during contract periods.(53) Finally, the integrated nature of the newspaper industry makes the danger of multiple strikes a serious economic threat. Employers want one settlement, even if this requires dealing with a powerful adversary in the board based representative of all non trade employees.

Of course, the principle factor determining the optimum group from the union's standpoint is its popularity with various groups of employees. Other factors also have an impact, however. Since the union is anxious to establish a stable bargaining relationship, it seeks a group that will be able to agree on the most desirable slate of demands - further it seeks a group that can be easily controlled. There is no consistent thread in the Guild's position towards inter-related work groups. In Philadelphia Daily News & Guild,<sup>(54)</sup> the Guild refused to attempt to organize the entire non-mechanical group, while in Lowell Sun Publishing Co. & Guild,<sup>(55)</sup> it accepted a unit composed of all non-mechanical employees.<sup>(56)</sup>

The Board's general position is that it will not consider the relative bargaining strengths that result from its unit determination.<sup>(57)</sup> Appropriateness is determined by mutuality of interest in wages, hours and working conditions. In the

(53) See News Syndicate Co., Inc., note <sup>49</sup> supra; cf. ITU & N.Y. Times Co., 137 NLRB 665 (1962), where publishing disruption occurred when a machine was installed which did work which both the ITU Mailers and the independent Deliverers claimed was within their traditional jurisdiction. Arbitrators under each contract awarded the work to the respective unions involved in the arbitration. The dispute was resolved along the line originally proposed by the employer. One union would perform work on papers going outside the metropolitan area, the other on papers to be delivered within the area, save that Bergen County, New Jersey, was regarded as within the New York metropolitan area. It is submitted that this jurisdictional division could hardly have resulted from a modern unit determination by the Board.

(54) 113 NLRB 91 (1955)

(55) 132 NLRB 1168 (1961)

(56) In this case the employer atypically was objecting to the larger unit, arguing that individual departmental units were more appropriate.

(57) See Continental Baking Co., 99 NLRB 777 (1952) where the Board specifically rejected a Union suggestion that it should determine the appropriateness of a unit on the basis which would provide the greatest degree of bargaining power for the employees.

newspaper cases the Board has emphasized the proximity of work areas,<sup>(58)</sup> the interrelationship of duties<sup>(59)</sup> and the sharing of supervisors.<sup>(60)</sup> Its general position is well stated in Peoria Journal Star & Guild.<sup>(61)</sup> Pointing out that generally a multidepartment unit comprising all nonmechanical departments is the optimum appropriate unit, the Board stated further:

. . . "The appropriateness of a unit in a particular case depends not upon the ultimate desirability of the overall unit, but upon the facts of that case, including the bargaining history, the Employer's organizational structure, and the willingness of labor organizations involved to represent the overall unit, a factor which may be considered although it cannot be controlling." <sup>(62)</sup>

In recent decisions, where possible, the Board has shown a bias towards complete representation. In Philadelphia Daily News, supra, the Board approved a combined unit of editorial, promotion and art departments partly because of the Guild's position that it would not seek to organize a larger unit. In Lowell Sun Publishing Co. & Guild, supra, the Board denied a similar unit, pointing out that the Guild was willing to accept a more comprehensive one.

The Board also prefers immediate representation, and in the cases cited has not totally denied representation to a significant group. One result of the Board's position is multiple representation in the nonmechanical departments as well as in the trades. Once a unit has been established under the representation of a particular union, it is unlikely to change its representation, particularly in light

- (58) See Sarasota Herald Tribune & Journal & Printing Pressmen, 111 NLRB 654 (1955) (appropriate unit is all craft workers in the pressroom regardless of function).
- (59) See Home News Publishing Co. & Guild, 109 NLRB 833 (1954) (Mail room workers who operate bundling machine included in nonmechanical unit because they also handle some accounting and bookkeeping functions which require close relationship and cooperation with the business department.)
- (60) See Garden Island Publishing Co. & Honolulu Typographical Union, 154 NLRB 698 (1965), discussed infra.
- (61) 117 NLRB 708 (1957)
- (62) Id. at n.i.

of the AFL-CIO non-raiding requirement. In Peoria Journal Star, supra, the Board allowed the Guild to organize employees characterized as "residual" by the employer - the only nonmechanical employees not already organized. Since the employees, in the news-editorial and circulation departments, were not particularly related, they were formed into separate units. The Board pointed out that the best unit would be a larger one including these departments and others. But the Guild was unwilling to challenge these other unions, so fractionalized bargaining resulted, with its consequent danger to stable industrial relations.(63)

The above situation should be distinguished from the necessary multiple representation that results when employees form clearly distinct interest groups. On occasion, the Board will allow the severance of a group of employees from a larger unit because they have determined by vote that the larger group cannot adequately represent them.(64) This tactic is also used as a preliminary to a unit wide

(63) The fact that unions may be competing for a particular unit does not guarantee, of course, that multiple representation will be avoided. Often the Board will grant a piece of the work force to each union, or attempt to do so, by creating several units. A splendid example of the Board's line drawing skill is Ad Press Corp. & Printing Pressman, 119 NLRB 564 (1957). In that case, a group of 12 employees working in one room, several of them sharing work assignments on the various machines, was divided into three and possibly four separate units. Although the employer was neutral, the Lithographers and Printing Pressmen were each trying to organize certain press operators while excluding helpers and others in the room, such as a collating machine operator and a delivery driver who helped part-time on the presses. Compare the companion case of Dayton Newspapers and Bookbinders, 119 NLRB 566 (1957), where the Mailers, Advertising Workers, and Bookbinders were trying to organize sections of a small advertising and billing department. Here the Board opted for a combined unit, but still, due to earlier arrangements, the mechanical, warehouse, maintenance and circulation employees were separately represented.

(64) Queensbrook News Co., 98 NLRB 84 (1952) (group granted right to decide whether to remain in Newspaper and Mail Deliverers or be separately represented by Teamsters). The converse of this is seen in Item Co., 108 NLRB 1261 (1954), where a group was given the option to retain separate representation by the Building Service Employees or join the Guild.

selection.<sup>(65)</sup> The Board may hold an initial vote among certain employees to determine whether they wish to be bound by the majority's opting for representation. Because of the organization problems in articulating the minority position, this situation usually results from competition between two or more unions for various segments of an employee group. No newspaper cases were found involving a minority actively seeking no representation. The Board will not always grant the petition for severance or for a preliminary election because of the obvious danger of multiple representation without clearly distinct employee groups.<sup>(66)</sup>

The relatively recent case of Garden Island Publishing Co. & Honolulu Typographical Union <sup>(67)</sup> indicates how the Board has applied its various standards in drawing lines among employee groups. Apparently none of the employees had been represented until this case, and the Board was called upon to establish appropriate units without concern for historical ties or partially established unions.

One union, the typographers, sought to represent all mechanical employees. Although the Board pointed out that it generally recognizes craft divisions, the fact that there were no competing craft unions led it to create one unit of all mechanical employees. The employer had sought to include building maintenance employees in this group, but the typographers were unwilling to represent them in the same unit - this was an important factor in the Board's exclusion of the building maintenance workers from the mechanical unit.<sup>(68)</sup> The Board also included layout and pastout employees in the mechanical unit, despite employer

(65) See Niagra Falls Gazette, 111 NLRB 264 (1955).

(66) Baltimore Sun 81 NLRB 82 (1949).

(67) 154 NLRB 698 (1965).

(68) Sarasota Herald Tribune & Journal, note 58 supra, had also excluded maintenance workers from a craft unit on the ground that their work was entirely separate and their conditions of employment differed because of their distinct skills, despite the fact that the maintenance workers and craftsmen worked in the same room.

objections, because the supervisor of these employees worked within the mechanical group. It included other employees, metal melters, in the unit because it regarded their functions as integrated with the mechanical process. Both unions had argued that this function was a maintenance function and should be included in the nonmechanical unit. Further, part-time employees were included in the mechanical unit over union objection. The Board looked to the present regularly scheduled working hours as evidence that the part-time employees shared a common interest.

The Guild was granted its petition for a nonmechanical unit covering all departments. The Board included such diverse employees as a janitress and the "outside delivery" workers (here truck drivers). In the past the Board has severed outside delivery workers,<sup>(69)</sup> who are then often picked up by the Teamster's Union. Further, certain office workers were included in this unit over the Guild's objection. The Board held their functions were those of the newspaper's business department, rather than merely office clericals.

The Garden Island case, like all Board unit determinations, is uniquely tailored to the specific fact situation. On the other hand, it may indicate also a heartening tendency in newspaper unit cases towards the fullest possible representation by the fewest possible unions. It seems apparent that no union means no voice at all for employees. Employees should have this voice whenever possible, particularly when their fellow employees are organized. The danger that a union will not adequately represent all members of a diverse unit can be mitigated by enforcing the duty of fair representation and by hearing severance claims when

(69) See Lowell Sun Publishing Co., 132 NLRB 1168 (1961), which outlines the reasons for excluding outside circulation workers. The primary justifications are the utterly different working conditions and lack of frequent contact between in plant and outside workers. In plant circulation workers despite their different function, are generally included in a large Guild unit. Id.

necessary. Craft distinctions in many mechanical departments have disappeared with the coming of automation, and thus there are fewer diversity problems than might be supposed in the granting of an entire mechanical work force to one union. Certainly the diversity is no greater than is found in the typical non-mechanical unit.

The Board would seem well advised to consider in future unit determination cases the fact that functional distinctions may be short lived in the newspaper work force. Tradition seems scant excuse for clumsy representation. Further, a union's own traditional self image seems scant excuse for underrepresentation. The primary goals of insuring fairness and avoiding conflict would be best served by maximum representation by the minimum number of unions. This goal, of course, is best served by larger units. As we shall see later, union power would not be seriously affected by such a policy while minor disputes (which cause major disruptions) might be avoided.

(b) Bargaining over Automation

Newspaper publishers, because of rising costs and declining revenues, are very cost-conscious businessmen. In light of the solidly entrenched union power, elimination of human labor costs rather than negotiation over the amount is an attractive alternative. The union interest in preventing displacement is obvious, but unions and the Board are often faced with the real possibility that failure to automate will result in inability to compete effectively with other communications media. Compromises thus necessitated must often be supervised by the Board.

A potent weapon in this endeavor has been the duty to bargain in good faith. Section 8a5 of the NLRA provides that it shall be an unfair labor practice for an employer to refuse to bargain collectively with the representatives of his employees. 8d defines collective bargaining as the performance of the mutual

obligations of the employer and the representative of the employees confer in good faith with respect to wages, hours and other terms and conditions of employment. The duty is limited to these subjects, and within that area neither party is legally obligated to yield.<sup>(70)</sup> "Conditions of Employment" that are mandatory subjects of bargaining include most management decisions that will result in a shrinkage of job opportunities for employees.<sup>(71)</sup>

In Renton News Record,<sup>(72)</sup> the Board applied the duty to bargain in a typical newspaper effort to reduce labor costs through automation. Publishers of several newspapers in the Seattle area became minority shareholders in a printing company to which they subcontracted all their printing work.<sup>(73)</sup> At the same time, they introduced technological changes (the shift from hot-type to cold-type composing) that further reduced available employment opportunities in their own plants. The Board held that the single newspaper involved in the case did have a duty to bargain about these changes, stating:

Obviously, such improvements serve the interest of the economy as a whole and contribute to the wealth of the nation. Nevertheless, the impact of automation on a specific category of employees is a matter of grave concern to them. . . . Accordingly, the effect of automation on employment is a joint responsibility of employers and the representatives of the employees involved.<sup>(74)</sup>

In the typical case, an 8a5 ruling like this would result in reinstatement of the employees during the period of bargaining over the change. This can become a

(70) See *Fibreboard Paper Products Corp. v. NLRB* 379 U. S. 203 (1964).

(71) See, generally, Note in R. Smith, L. Merrifield and T. St. Antoine, *Labor Relations Law*, 759 (1968).

(72) 136 NLRB 1294 (1962).

(73) The Supreme Court has recently taken a more careful look at the antitrust effects on such arrangements, suggesting that common printing facilities when combined with other evidence of conscious parallelism in production and marketing systems may lead to a finding of violation of §1 of the Sherman Act.

(74) *Renton News Record* at 1297.

serious financial burden if substantial capital has already been invested in automated machinery whose work is duplicated by the reinstated employees. In addition back pay may be required to cover the period of dispute before the Board decision.<sup>(75)</sup> Here, however, the Board tempered its holding since it observed that 1) the change was necessitated by a clear economic emergency, 2) there was no antiunion animus, past or present, 3) third parties, such as the other publishers and the printing company, were also affected. In its efforts to make a remedial, and not punitive, order, therefore, the Board ordered bargaining only as to the effect of bargaining upon the terminated employees. The Board thus attempted to strike a balance between the union interest in its members jobs and the economic necessity of the competitive situation.

The Renton News doctrine was redefined on a broader scale in the New York Mirror case, <sup>(76)</sup> where the shrinkage in job opportunities was total as the newspaper stopped publishing. Again invoking the economic necessity and lack of animus <sup>(77)</sup>

- (75) A useful case for comparison purposes is Northern Virginia Sun v. ITU, 134 NLRB 1007 (1961), a case decided prior to the Board's first enunciation of the duty to bargain over subcontracting and automation in Town & Country Mfg. Co., 136 NLRB 1022 (1962). In the Sun case, the employer secretly brought in new machinery and people to work it, beginning operation of the new machinery the day the ITU contract expired. He then systematically dismissed the union members, who had been working at higher rates than the operators of the new equipment, basing his action on the theory that the end of the contract had terminated the union shop and that he could reduce his work force at will. The Board found an 8a3 violation and ordered reinstatement of the terminated employees with full back wages. Of course, the antiunion animus is obvious here. On the other hand, the facts suggest the employer's plight as well. On prior negotiations, the union representatives had suggested that they would oppose the introduction of new machinery and would not accept lower wage rates for the less skilled work required to operate the machinery.
- (76) 151 NLRB 834 (1965).
- (77) Of course, one of the principal reasons for the failure of the paper was the earlier obstinance of both management and unions in the New York Newspaper strike of 1962.

arguments, the Board dismissed charges against the Mirror because of its good faith efforts to minimize the effect of the termination of its employees. The newspaper had fully honored the previously agreed-upon severance pay provisions and had, in addition, set up an employment office to help relocate its former employees. The Board seemed to feel that consultation with the union before the decision to terminate could have led to no better solution than this, and, in light of the apparently emergency nature of the termination, held that time was not reasonably available for the parties to bargain any further over the lost cause.

It should be pointed out that merely forcing parties to bargain about the introduction of automated equipment does not insure that the union will be able to preserve itself unscathed, but it does preserve for the union the right to strike in an effort to stop automation or soften the impact. Section 8b6 of the Act specifically forbids any attempts to force the employer to pay for work not actually performed. This provision has been interpreted generously for the unions, however. "Bogus" typesetting - the duplication of work - can be demanded by the union, (78) as can overmanning of automated equipment.(79)

Thus, although the Board has given the unions a voice in automation decisions, it has left to the vagaries of individual cases how strong that voice will be. Where both publishers and labor are arguing from positions of strength, as in the New York newspaper strikes, the duty to bargain provision becomes, in effect, a non sequitur. Of course the parties there bargained as to the introduction of

(78) ANPA v. NLRB, 345 U. S. 100 (1953).

(79) Portland Stereotypers & Electrotyper's Union #48 (Journal Publishing Co.) 137 NLRB 780 (1962). (union demand that four journeymen operate machine which manufacturer claimed could be handled by one held legitimate mandatory subject of bargaining which could lead to impasse).

automated techniques, but this did little to help solve the dispute, which as was pointed out in the discussion of the New York situation, lasted so long that several newspapers were crippled to the extent that they died soon thereafter - automation was then too late. Union jobs were sacrificed perhaps sooner than they would have been.

(c) Multiplant Units

Multiplant units are not common in the newspaper industry because of the considerable independence commonly-owned newspapers tend to exercise and because of the varying extent of each craft union's unit in each plant. However, as mergers brought about by economic hardship lead to consolidation of ownership, multiplant bargaining may become an important factor in the future of the industry. Depending on the surrounding circumstances, multiplant bargaining may have advantages for both sides. The union obtains leverage over a greater segment of the employer's activity, thus greater strength in the event of a strike. At the same time, the union gains a measure of security in the future integrity of the unit, since the Board will probably require raiding unions to gain the support of the entire multiplant group in order to oust the incumbent.<sup>(80)</sup> The employer also may be interested in protecting a reasonable union from ouster by a possibly more antagonistic raider. Further, the employer may be quite willing to grant the union its extra leverage in return for uniformity and stability in the bargaining relationship. The Board, however, and not the parties, has final discretion over the size of the unit. Stable bargaining and fair representation do not necessarily coincide with the more self centered objectives of parties to the bargaining relationship. Thus, the desire of one or both parties for multiplant bargaining, although it raises the issue,

(80) See Brooks & Thompson, Multiplant Units: The NLRB's Withdrawal of Free Choice, 20 Ind. & Labor Rel. R. 363, 368-373 (1967).

does not necessarily decide it for the Board.

In Chicago North Side Newspapers & Guild(81) the Board created a multiplant unit over the employer's objection because of the close relationship between the workers at the two plants. In this case, the scope of the unit was set at non-mechanical employees at both plants. Problems of varying craft representation that might occur in the mechanical units were not significant here. In fact, the mechanical work was all done at the same plant. Only the editorial and other nonmechanical functions had separate facilities. The Board also looked to the fact that the two nonmechanical facilities, the offices of separate suburban newspapers, had uniform working conditions, were geographically close, and sold to the same market (combined advertising rates). Further, the control of labor relations was already vested in the same party for both plants. Obviously this was a case that cried out for a multiplant unit. Obviously, too, it is not a situation that will frequently arise in the newspaper industry.

A related problem, more important in terms of economic impact, is the question of when, in the absence of a multiplant unit, a union can bring economic pressure to bear on plants of an employer not involved in a dispute. This problem is of great significance in the industry in light of the several major newspaper syndicates. Section 8b4 of the NIRA forbids most forms of economic pressure directed at parties neutral to the labor dispute which necessitates the pressure. Whether a newspaper can ever be regarded as a neutral party in a dispute involving another paper with the same owner has been the subject of recent litigation which has thus far left the problem totally unsolved.

(81) 124 NLRB 254 (1959).

In Miami Newspaper Pressman's (Knight Newspapers Inc.) (82) the Pressmen, in order to exert pressure towards settlement of a contract dispute with the Miami (Fla.) Herald, placed pickets about the premises of the Detroit Free Press. Both papers were owned by Knight Newspapers, though formed into separate corporate entities. Although, of course, final economic control was vested in Board of Directors of the parent company, the Herald was autonomous in day-to-day operations, including labor negotiations. There were other interrelationships which were the product of common ownership, such as some transfer of employees, a minor sharing of inventories and supplies, and some common legal advice. The Board found that since actual control of labor relations and business operations was vested in the Herald, the Free Press was a neutral party to the pressmen's dispute. The D. C. Circuit affirmed, saying:

Both the Board and the courts have consistently and repeatedly held that common ownership alone does not suffice . . . . There must be something more in the form of common control, as it is usually phrased, denoting an actual, as distinguished from merely a potential, integration of business and management policies. Two business enterprises, although commonly owned, do not for that reason become so allied with each other as to lift the congressional ban upon the extension of labor strife from one to the other.

In a very recent case, Los Angeles Newspaper Guild, (83) a trial examiner in San Francisco seems to have flown directly in the face of the Miami Pressmen case, holding that picketing of the San Francisco Examiner, a Hearst paper, was not a violation of 8b4 when conducted by unions involved in a dispute with the Hearst-owned Los Angeles Herald Examiner. The trial examiner based his opinion on a close reading of the statute, which states that it is an unfair labor practice to "induce or encourage any individual employed by any person . . . to engage in a strike . . . provided, that nothing contained in this clause (B)

(82) 322 F 2d. 405 (D. C. Cir. 1963)

(83) Case No. 21 - CC - 1043 (1969)

shall be construed to make unlawful, where not otherwise unlawful, any primary strike or primary picketing." The San Francisco Examiner, because of its close relationship with the Los Angeles paper, was not a separate person entitled to protection under this provision, according to the decision. Such an interpretation of the statute makes absolutely no sense, particularly in light of a contrary holding on quite similar facts in other Hearst cases.<sup>(84)</sup> In fact, a close reading of the statute in any case makes no sense. It is one of those general provisions that relies on "common law" development by the Board and the courts to give it meaning. By its terms it can be read to prohibit all economic pressure - or none - depending upon the meaning of "primary strike or primary picketing". Whether or not pressure is "primary" should not depend on the dictionary definition of "person", but on the practical effect and intent of the pressure.

The practical effect of picketing in this case was clearly to bring pressure on Hearst through a profit squeeze on the Examiner. But the pressure was indirect, since the Examiner and Herald, although divisions of the same corporation, were clearly separate entities in terms of labor policy and decision making. As the trial examiner conceded, the divisional director of the Examiner decided the advertising, circulation, personnel and labor relations policies of the newspaper. Only substantial capital expenditures, in excess of \$10,000, were cleared with the home office. The Examiner negotiated and entered collective bargaining contracts on its own, without influence from Hearst headquarters. It seems, then, that this case is clearly analagous to Miami Pressmen in terms of the nature of

(84) See Penello v. American Federation of Television and Radio Artists (D. C. Md. Civ. No. 19942) and American Federation of Television and Radio Artists (Baltimore News American Division, The Hearst Corporation) Case No. 5-CC-446, holding that a Hearst Newspaper division was a "person" for purposes of the act in a § 16(1) proceeding.

the object of the pressure.(85)

Further, in the Los Angeles Newspaper Guild case, the union's apparent intent was also unacceptable. In fact, it did not merely picket the Examiner, but also the independent Chronicle and the jointly-owned printing facilities of the two San Francisco papers. Its object appeared to be more even than economic pressure. It sought to initiate a major city-wide strike which would result in public and political pressure upon Hearst. (In fact, it succeeded in its efforts, although it is hard to say that this was the only cause of the San Francisco strike.)

The Los Angeles Newspaper Guild case will certainly be appealed, and the Board may well affirm its holding, but if it does so this will certainly mirror a new approach to the problem of primary and secondary picketing of commonly owned plants. If the right to bring economic pressure to bear on commonly-owner newspapers is upheld, the practice will undoubtedly be used with great effect against Hearst, Knight, and other large chains. This, in turn, may force the employers to bargain uniformly with unions who represent units in several plants - and from here it is a short step to multiplant units.

Such a development would be a tragedy for the newspaper industry. It would mean the entrenchment of craft unions and craft distinctions that even now are tying the industry in knots. It would force employers to consider their newspaper operations as one economic unit, rather than separate units, despite the fact that

(85) Although the L. A. Guild decision attempts to distinguish the cases, the effort is unsatisfactory. The first distinction, that the parties in Miami Pressmen were independent corporations while in the Guild decision they were divisions of the same corporation, is clearly without relevance. Other differences, in bookkeeping techniques and in the capital expense limit (\$10,000 vs. \$30,000), are also inconsequential. There may be some merit in pointing to the centralized pension fund Hearst maintained for non-union employees (not present in the Knight chain) but on the other hand the L. A. Guild decision totally ignores the substantial factor of uniqueness in competitive market conditions, a key element relied upon by the court in the Miami Pressmen's decision. 322 F.2d at 407.

each sells to a different market and is subject to different competitive pressures. Further, it would contribute little to stable bargaining relationships, since independent newspapers will not be affected by the same business pressures as their multiplant competitors, and thus will bargain separately. Multiplant bargaining and multiplant pressure tactics are devices which the Board would be wise to limit in the newspaper industry.

(d) Multiemployer Units

In recent years newspapers unions have shown an increasing interest in developing multiemployer units. One significant factor may be the realization that when a union can close down all a city's newspapers during a dispute, it has far greater support towards a satisfactory settlement from political forces. In large cities, a multiemployer unit also makes sense in light of the similarities in working conditions and geographic proximity of workplaces. Employers, of course, often will accept a multiemployer unit to avoid the "whipsaw" tactic often used by unions with similarly situated employees in several plants. Further, competitive pressure from other media often demands that newspapers cooperate to the maximum legal extent to avoid inter-industry competition. One such form of cooperation is the collective stabilization of labor costs. Another, made more possible in the multiemployer situation is the group lockout as an offensive bargaining device.

Several significant cases in recent years have had an impact on multiemployer relationships, both within and without a Board-declared unit. Legal parameters of multiemployer bargaining have been readjusted to give both parties more power and flexibility. It can be expected that the multiemployer bargaining relationship, either by its presence or its absence, will become an increasingly significant factor in collective bargaining in the industry.

Unlike the multiplant unit, the creation of the multiemployer unit is essentially

consensual. Section 9c of the Act does not authorize the Board to create a unit larger than the employees of a single employer, but this has been so construed to allow the Board to approve such a unit when proposed by the parties. The standards applied in granting such approval are much the same as those involved in single employer units: . uniformity of working conditions, general similarity of interests of the employers (not often a problem in the newspaper industry), and, most important when a unit is challenged, bargaining history. In Detroit News & Mailers,<sup>(86)</sup> the Mailers union successfully obtained a multiemployer unit over the objection of the ITU, which apparently had control over one employer's workers. The Board held that the Mailers had successfully bargained with the employers in an informal group for ten years, all employers signing generally uniform contracts. Thus the Mailers were able to gain the multiemployer unit, excluding the ITU from the one plant where it held the majority. This seems a wise result. Although the employees favoring the ITU lost out here whereas they could have opted for the ITU if the Mailers had not also organized other employers, the increased stability resulting from multiemployer bargaining in the industry far outweighs the interest of this minority. In light of the fact that newspaper employees, particularly in the same city, enjoy remarkably similar working conditions and have quite similar interests, there is no reason to draw unit lines between plants run by various employers unless the employers themselves object. Here a demonstrably satisfactory bargaining relationship has been established, so the Board was correct in giving it some security. Since the basic multiemployer relationship is consensual, the Board has held that the parties can withdraw at their option, providing that this is done in a fair manner and that withdrawal is not itself used as a bargaining tool. Thus, the Board has held that withdrawal from the unit is not appropriate once bargaining has begun - an employer cannot wait to see how the group bargaining

(86) 119 NLRB 345 (1957) cf. American Pub. Corp. & Mailers, 121 NLRB 115 (1958).

is proceeding and retain his option to bargain independently if not satisfied.<sup>(87)</sup> Further, an employer cannot withdraw from the unit partially, bargaining on a group basis for most employees, but retaining individual discretion over one segment.<sup>(88)</sup> Such a tactic would obviously be harmful to the stability and integrity of the group negotiations. If the employees themselves are dissatisfied with the multi-employer unit, of course, they can petition for severance if they can prove a special relationship.

Recent cases in the newspaper industry have established that unions have the same right to withdraw as do employers: the only requirement is that timely and unequivocal consent be given. This is a change from earlier law, which had forbidden union withdrawal if done solely for the purpose of improving bargaining strength<sup>(89)</sup> or when a stable bargaining history was shown for the multiemployer unit. This distinction between union and employers rights was justified by the fact that employer withdrawal did not destroy the unit but merely reduced its size, whereas union withdrawal destroyed the entire unit and guaranteed that the previously existing stable institution would disappear.

In Evening News Ass'n,<sup>(90)</sup> the Board threw out the old distinction because it felt that it tended to discourage unions from joining multiemployer groups and because it violated some notion of "fair play" in bargaining. The Board, and later the courts<sup>(91)</sup> have stressed that the Board will not be concerned with how much its decisions affect the power relationships of the parties. Its sole interest is in

(87) NLRB v. Sheridan Creations, Inc. 327 F 2d 245 (2d Cir 1966).

(88) Printing Indus. of Delaware 131 NLRB 1100 (1961) (Note: special circumstances may be considered by Board to justify exceptions: Logal Printing Co. 115 NLRB 1111 (1956) (dicta).

(89) Morand Bros. Beverage Co. NLRB, 190 F 2d 576 (7th Cir 1951).

(90) 154 NLRB #121 (1965) aff'd sub nom Detroit Newspaper Pub's Assoc. v. NLRB 372 F 2d 569 (6th Cir. 1967).

(91) See, also, Pub's Assoc. of N. Y. C. v NLRB, 364 F 2d 293 (2d Cir. 1966) Aff'd 385 U. S. 971 (1966).

stable bargaining. Of course, it is difficult to see how the two factors can be kept separate. Under the present system, power considerations will always govern the entry or withdrawal from multiemployer bargaining. One commentator, writing in approval of the Board decision, points out that under the Evening News rule small employers, such as suburban newspaper publishers, will be able to entice unions, powerful unions like the ITU, into multiemployer groups and thus improve their bargaining position.<sup>(92)</sup> This hypothesis blinks the fact that the union can withdraw from such units at any time power considerations dictate (subject, of course, to timeliness requirements). Rather than contributing to stability, the rule tends to encourage frequent changes in the structure of bargaining. This is particularly dangerous in the newspaper industry, where both unions and employers are fighting for their very lives and forced cooperation may be the only means of saving the present industry structure. The better rule, it would seem, would be to preserve equality but also stability by requiring higher standards of withdrawal for both union and employer.

One of the most significant objections raised by the publishers to the Evening News case was the danger of union whipsaw, which they characterized as tending to lead to constant bargaining battles. They argued that if employers could not bargain in a multiemployer unit, they would also lose the right to lockout the union when it struck one publisher.<sup>(93)</sup> This would allow the union to strike a publisher and maintain a strike fund and strike benefits by continuing to work at other plants. The other publishers could not help because they could not lock out except in support of their own labor negotiations. Once the union had worn down the whipsawed employer, however, it could then enforce the contract as a pattern on other employers or even constantly up the ante in each successive negotiation. The 6th Circuit and

(92) Note, 12 N. Y. L. F. 484, 499-500 (1966).

(93) See Note N. Y. U. L. Rev. 651 (1966)

the 2nd Circuit, (94) in affirming the union withdrawal right, both pointed out that the whipsaw problem might well be solved by allowing employers who face the same unions with similar demands under like conditions to preserve their right to group lock outs even absent a multiemployer unit. This has been allowed in Newspaper Drivers v. NLRB, (95) a recent 6th Circuit decision. The Newspaper Drivers case suggests that the power balance is being restored to the pre Evening News conditions. Thus the impetus upon both unions and employers to join multiemployer group remains. The desirable result of collecting employees with similar interests into one bargaining group is thus served. However, the undesirable result of allowing union and employer to jockey for position by varying structure is not yet eliminated.

It should be stressed that multiemployer units can hardly be regarded as a panacea for the newspaper industry. There are still too many unions with too vague lines of distinction. Even if each union managed to form into a multiemployer bargaining group within its area of control, there would still be constant competition over jurisdiction and the unavoidable problem of competition between unions for the highest benefits. The fact that a strike by one union vitiates the utility of all others in the plant makes the plurality of unions a major problem even when all are in multi-employer groups. In fact, a multiemployer group can make matters worse, as demonstrated by the recent case of News Union of Baltimore v. NLRB, (96) where one union's labor problems led to the lockout of another rival union's members.

The facts of the News Union case were these: The Baltimore ITU and Teamsters multi-employer contracts with Hearst and Abell, publishers of the two major Baltimore papers. On the non-mechanical side, however, rival unions had each gained control of one news

(94) Cases cited notes 13 and 14 supra.

(95) 70 L. R. R. M. 2061 (1968).

(96) 393 F. 2d. 673 (D. C. Cir. 1968).

department. The Washington Newspaper Guild, which had wrested control of the Abell news department from the News Union only a few years before, reached an impasse in bargaining a struck Abell's Sunpapers. In short order the ITU and Teamster members honored the picket lines and the Sunpapers were effectively shut down. Hearst, pursuant to prior agreement, locked out its employees as well. Since the lockout of the Teamster and ITU employees vitiated efforted of any other employees to get the newspaper out, the entire Hearst plant also closed down. Thus the News Union members were put out of work due to the negotiating failure of the rival Newspaper Guild. All of the unions objected to this lockout tactic and the case eventually reached the D. C. Circuit. There Judge McGowan held that the offensive use of the lockout by Hearst was justified by the Teamster and ITU members actions in refusing to work for Abell while the Guild was on strike. It should be noted that these unions were not striking over their own negotiations, which would have been the classic whipsaw, but rather honoring picket lines in support of a union which did not have a contract with Hearst, the party which locked out. The Board, supported by the Court, held that Teamsters and the ITU had waived their right to honor picket lines in the multi-employer agreement, and that a violation of this agreement justified Hearst in locking out to enforce the observance of the contract. The fact that the News Union was also locked out was unfortunate, but not a discrimination against unions violative of the act. The Board found that Hearst's purpose was not to attack the News Union, but to protect itself in the multiemployer bargaining situation.

It is difficult to see what effect the Newspaper Drivers case will have on the News Union rule. In the absence of a multiemployer unit, will one paper be able to lock out its whole work force because one union with which it deals is having a labor dispute with another newspaper? A mechanical reading of the cases would suggest this. A sounder approach would be to allow lockouts only when they are truly designed to protect the employer from the effect of a whipsaw. This would not seem

to be the case if the News Union facts were considered absent the factor of a multi-employer unit. There, the original dispute was over the right to refuse to cross picket lines, a contract interpretation matter that had nothing to do with whip-sawing the second employer not a party to the contract. The picket lines had been set by a union not related to the second employer, so the contract made there need have no relevance to the second employer's bargaining; further, the union itself was not surviving the strike by working at the second employer's plant.

Unlike multiplant units, multiemployer units are common and quite valuable to newspaper bargaining. Because of the inflammatory competitive pressures in the business, however, there is great temptation to whipsaw by unions. Further, even a union that does not intend to whipsaw may feel it is willing to make concessions to a marginal publisher to keep him in operation that it is not willing to make to the successful publisher. It would seem that this would be an important factor in the Board's allowing a dissolution of a multiemployer unit. Under the present law, however, the only necessary factor is the desire of the parties to break up the unit. The resulting power conflicts that result seem too high a price to pay for this freedom. Enough other factors - such as the political structure of the unions, the competitive pressure of the business, the competition between unions - confuse the newspaper bargaining scene. The Board should exercise its power in most cases to consolidate and preserve multiemployer units of proven success.

#### VI Summary and Conclusion

Of course, changing technology has its impact on established labor relations in any industry. Newspaper labor relations suffer more than those of other industries because of a twofold impact - exterior and interior. Outside the industry, rapid developments in the cost and effectiveness of competing communications media have considerably

increased the competition for the advertising dollar while forcing a sharing of the benefits of a probable increase in the demand for news services. This has forced marginal competitors out of business, and marginal competitors all too often have been those with excessive labor costs due to well-established featherbedding techniques or antiquated labor methods, plant and equipment. As newspapers disappear or merge into larger corporate holding companies, labor loses jobs as well as relative economic muscle in times of crisis. Within the industry, rapid developments in printing technology have tempted management to try to sidestep troublesome unions altogether and have frightened the rank and file laboring force into resisting any technological change, even those which might result in their long term benefit.

The industry has not responded well to these increasing pressures. It is difficult to say whether the primary obstacle has been blindness in the management and labor leadership or simply the inertia of the industry's long-established bargaining patterns. Unions have attempted to preserve traditional craft distinctions long after they have lost their meaning in terms of real differences in interest - and they have not been able to work together effectively when their interests are obviously the same. Similarly, management has demonstrated an insensitivity to the impact of change on their workers. Frequently management must be forced by the Board into accommodating their displaced workers when technological changes are introduced. The failure of management to make allowances for displaced workers has probably been an important factor in the resistance of workers to any technological change.

In the areas where it has stepped in, the NLRB has had mixed effectiveness. It has enforced the duty to bargain over technological displacement moderately but wisely. In the important area of unit determination, the Board still places an inordinate importance on historical distinctions that no longer have much meaning. At least one recent case suggests a more sensible tack in this area.

The Board has made several questionable decisions in its doctrine regarding multi-plant and multiemployer units. Although multiple bargaining is necessarily the wave of the future in the industry, particularly if the large number of unions continues to exist, the Board does not seem to have a clear grasp of the relevant considerations in insuring labor and economic stability in the industry. Approval of union attempts to engage in multiplant bargaining across market lines can only lead to increased resistance from management and inefficient competition. Allowance of easy entrance into and withdrawal from multiemployer units has benefits in terms of employee free choice, but the sacrifice of stability of relationships and the opportunity for manipulation of structure as a power ploy are too high a price to pay. Cooperation between competing unions and competing employers (in their labor relations) seems to be the only possible response to the massive influx of competing media and technological improvements.

Recent commentators have suggested that even outside of formal units the industry might be wise to set up conferences on an ongoing basis to work out the cooperation necessary for effective change.<sup>(97)</sup> Attempts at such conferences on a local scale have resulted from the recent New York labor strife. Conferences might be established on the national level to help solve general jurisdictional problems and avoid the wilcat shutdowns they cause. Local conferences might be set up to soften the blow of technological change by retaining and relocating displaced workers. The Board itself might benefit from such groups by obtaining a clearer understanding of the

(97) See authority cited in Rothman, Considerations in Avoiding Crippling Strikes in the Newspaper Industry, 39 Notre Dame Lawyer 119, 132-36 (1963). Mr. Rothman himself proposes four different conference groups: a national conference to discuss general industry problems; a national board to establish general principles of labor relations for reference in local disputes; "joint study committees" at the local level to handle local problems on an ongoing basis; a national board to work out jurisdictional disputes.

needs of the industry. As one commentator has pointed out, one of the most significant problems in the industry as a whole is the failure to define the industry's problems. (98)

It would appear that the strength of the craft unions has resulted in maintaining a relatively high level of wages in an industry suffering severe economic pressures. Exhibit III A and B indicate the relative position of newspaper hourly earnings versus those in selected other industries. Instances of the effect of union pressure on wages are also indicated in Exhibit IV A, showing the relative wage rates for various newspaper mechanical trades. For example, the \$4.81 rate for Pressmen is probably due entirely to the successful first contract negotiation at the Los Angeles Times. Exhibit IV B attempts to compare the increase patterns for printers between highly organized cities, New York and San Francisco, and Los Angeles, a relatively weak newspaper (and other) union area. While one might make some guesses about the superior power of Local 6 ITU in New York, many other factors intervene. Suffice it to say that the unions have had an effect on maintaining high wages.

Undoubtedly continued strikes will mean more and more pressure will be brought to bear from public sources to insure union and newspaper cooperation. Government intervention here has not proven to be a wholly desirable goal. Settlements imposed by public mediators have consistently blown up, exposing their patchwork nature. Furthermore, government interference in any aspect of our free press has constitutional overtones that are difficult to overlook, even when the interference is solely in the business and not the editorial side of the industry. The parties to the bargaining relationships in the newspaper industry would be well advised to forestall such interference by taking a fresh look at the problems and pressures of their counterparts across the bargaining table and take steps to relieve those problems

(98) Id. at 136.

together. It is time to abandon the adversary stance that has so long marked each individual bargainer in the relationship.

There has been and will continue to be questions raised as to the importance of a newspaper strike on the public interest. In Sweden, collective bargaining in the newspaper industry has developed a voluntary system of settling primary and secondary disputes by mediation and arbitration because Sweden feels the continuity of news has such great consequences.(99)

The absence of a newspaper has an effect on the welfare of merchants who depend upon its advertising, on the welfare of politicians who depend upon its publicity. There have been allegations that the public safety is threatened by the absence of this news media. In the United States, government intervention has been more based on political rather than economic causes. It is hoped, however wanly, that the parties will take steps to reform their bargaining patterns through private sector methods. If they fail to do so, economic forces as well as public interest considerations may lead to less desirable conditions for the industry and its employees.

(99) T. L. Johnston, Collective Bargaining in Sweden, p. 196-197.

Daily Newspapers in the United States

	<u>Morning</u>		<u>Evening</u>		<u>Sunday</u>	
	#	Circulation (000,000)	#	Circulation (000,000)	#	Circulation (000,000)
1967*	327	35.4	1,438	48.3	573	49.4
1966	324	35.1	1,444	48.9	578	49.7
1965	320	34.5	1,444	47.9	562	48.9
1964	322	32.8	1,455	46.9	561	48.7
1963	311	32.7	1,453	45.7	550	47.1
1962	318	33.8	1,451	45.6	558	49.2
1961	312	33.4	1,458	45.6	558	48.8
1960	312	33.3	1,459	45.1	563	48.0
1955	316	30.6	1,454	42.8	541	50.7
1950	332	29.3	1,450	32.5	549	51.2
1945	330	25.5	1,419	35.2	484	40.3
1940	380	16.1	1,497	25.0	525	32.4
1935	390	14.4	1,560	23.7	518	28.1
1920	437	9.8	1,605	17.9	522	17.0

Source: International Yearbook  
Editor and Publisher (Annual)

\* As of 12/31

Unions in the Newspaper Industry in the United StatesMajor Newspaper Unions:

1. Lithographers and Photoengravers International Union (AFL-CIO)  
Membership: 53,000; local unions: 170; headquarters: New York, N. Y.
2. Mailers Union; International (IND)  
Membership: 4,200; local unions: 79; headquarters: Des Moines, Iowa
3. Newspaper Guild; American (AFL-CIO)  
Membership: 31,400; local unions: 85; headquarters: Washington, D. C.
4. Newspaper and Mail Deliverer Union of New York and Vicinity (IND)  
Membership: 3,500; headquarters: New York, N. Y.
5. Printing Pressmen and Assistants' Union of North America; International (AFL-CIO)  
Membership: 114,000; local unions: 750; headquarters: Pressmen's Home, Tenn. and Washington, D. C.
6. Stereotypers' and Electrotypers' Union of North America; International (AFL-CIO)  
Membership: 11,061; local unions: 203; headquarters: Chicago, Ill.
7. Typographical Union, International (AFL-CIO)  
Membership: 106,646; local unions: 750; headquarters: Colorado Springs, Colo.

Major Unions having occasional units in newspaper operations:

1. Electrical Workers: International Brotherhood of (AFL-CIO)  
Membership: 875,000; local unions: 1,716; headquarters: Washington, D. C.
2. Machinists and Aerospace Workers: International Association of (AFL-CIO)  
Membership: 836,136; local unions: 1,950; headquarters: Washington, D. C.
3. Teamsters, Chauffeurs, Warehousemen and Helpers of America; International Brotherhood of (IND)  
Membership: 1,651,240; local unions: 837; headquarters: Washington, D. C.

Source: BLS Bulletin No. 596, U.S. Department of Labor  
"Directory of National and International Labor Unions in the  
United States - 1967"

Production Worker  
Average Hourly Earnings

	<u>Newspapers (SIC 271)</u>	<u>Blast Furnace and Basic Steel Products (SIC 331)</u>	<u>Contract Construction Special Trade Contractors (SIC 17)</u>	<u>Non Durable Goods (SIC 20)</u>
1968				
1967				
1966	3.45	3.53	4.13	2.45
1965	3.32	3.42	3.94	2.36
1964	3.21	3.36	3.78	2.29
1963	3.11	3.31	3.65	2.22
1962	3.04	3.25	3.54	2.17
1961	2.96	3.16	3.41	2.11
1960	2.88	3.04	3.29	2.05
1959	2.79	3.06	3.13	1.98
1958	2.68	2.88	3.00	1.91
1957	2.60	2.70	2.88	1.85
1956	2.52	2.54	2.72	1.77
1955	2.43	2.39	2.58	1.67
1954	2.36	2.22	2.51	1.62
1953	2.30	2.18	2.41	1.58
1952	2.19	2.00	2.27	1.51
1951	2.08	1.90	2.15	1.44
1950	1.978	1.703	1.937	1.347
1949	1.917	1.658	1.893	1.295
1948	1.796	1.591	1.814	1.250
1947	1.601	1.449	1.647	1.145

Source: Employment and Earnings Statistics  
Bulletin No. 1312-5 BLS U S Department of Labor

COMPARISON OF AVERAGE HOURLY EARNINGS  
Production Workers

4.50

4.00

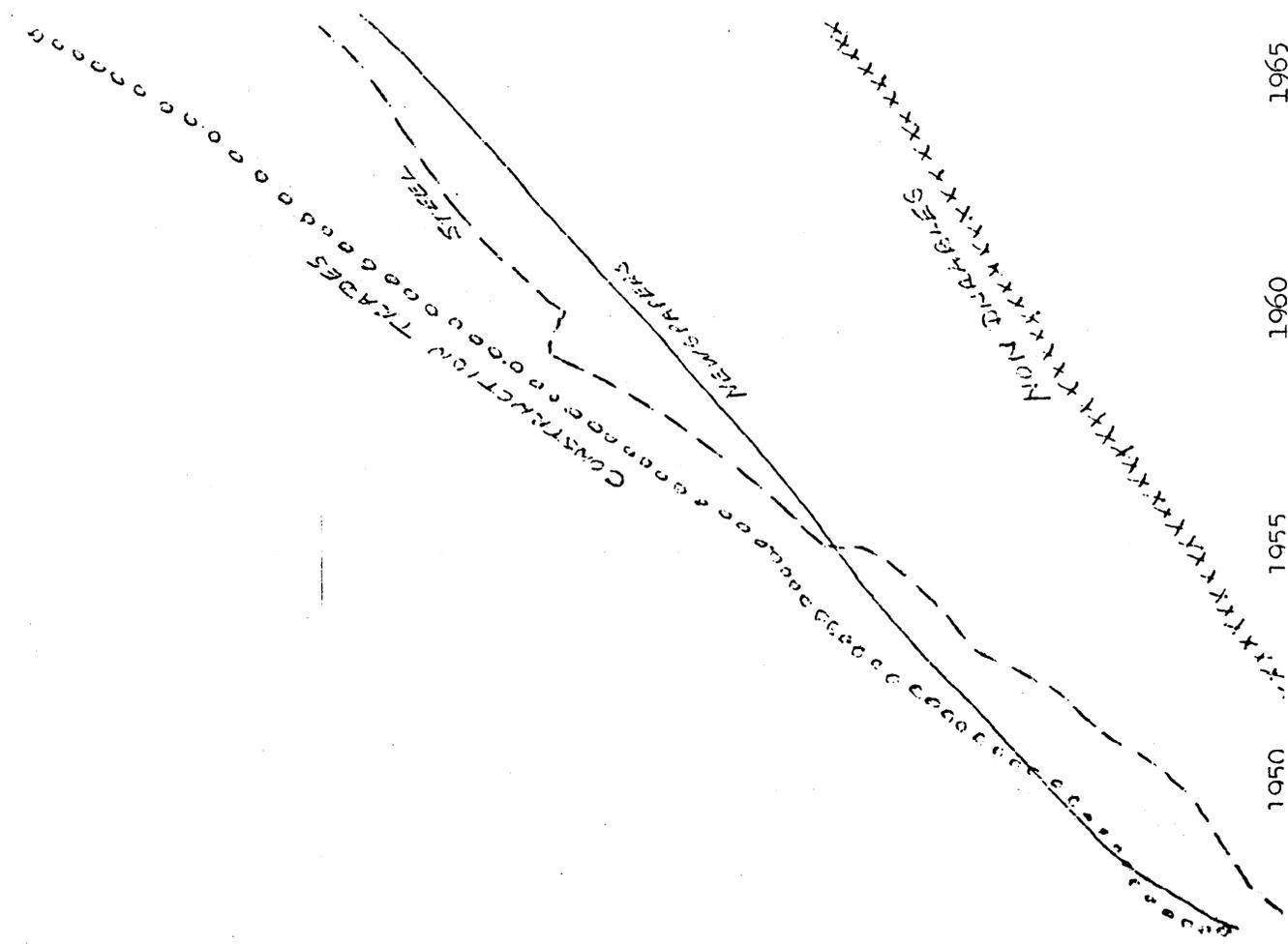
3.50

3.00

2.50

2.00

1.50



- Newspapers (SIC 271)
- - - Blast Furnace and Basic Steel Products (SIC 331)
- o o o Contract Construction Special Trade Contractors (SIC 17)
- XXX Non Durable (SIC 20)

Source: Employment and Earnings Statistics

Bulletin No. 312-5  
BIS U S Department of Labor

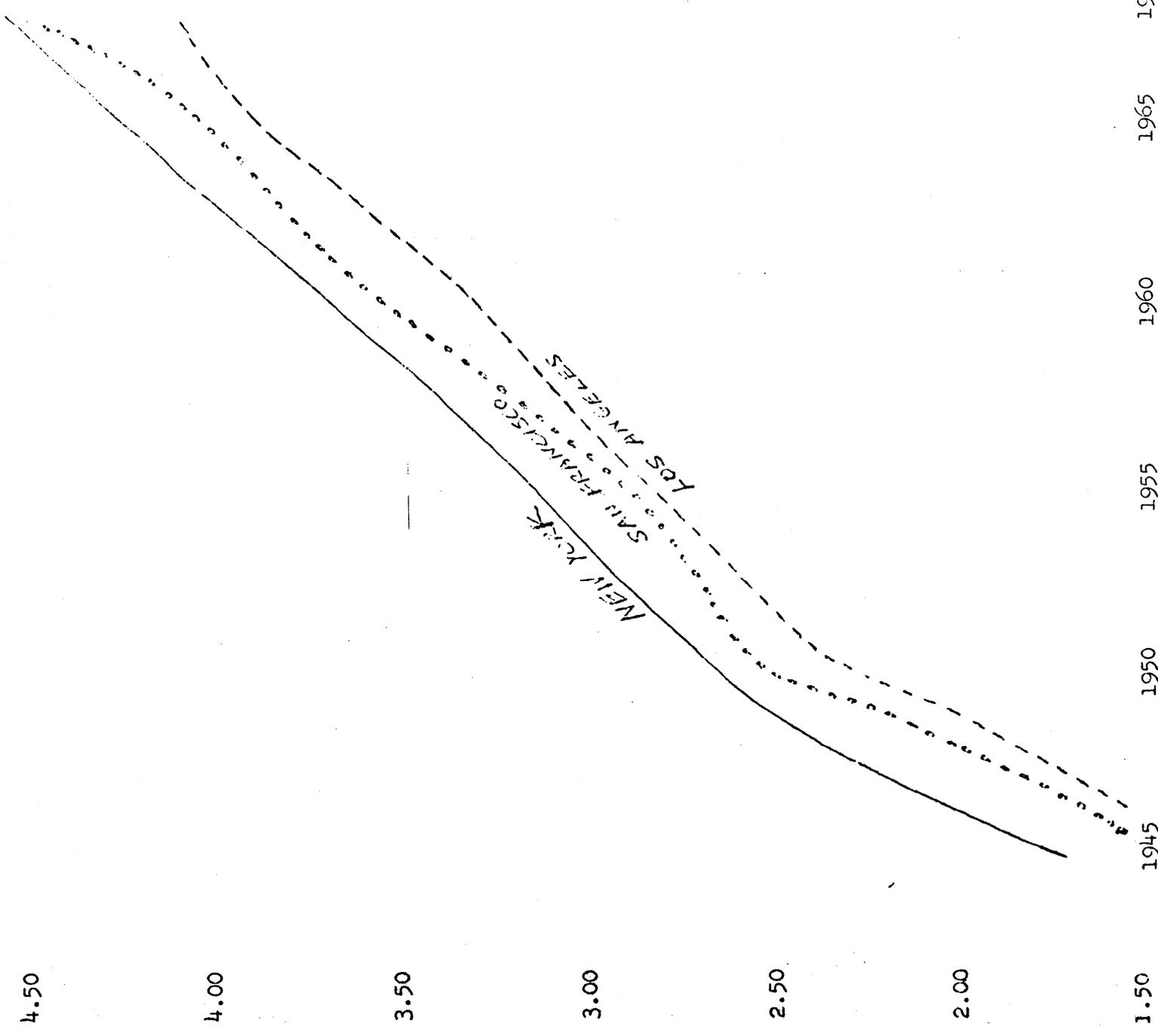
Hourly Wage Rates - Selected Newspapers  
Mechanical Occupations - Five Major U. S. Cities

	<u>Typographers</u>	<u>Pressman</u>	<u>Stereotypers</u>	<u>Photo Engravers</u>	<u>Mailers</u>
<u>1/1/68</u>					
New York	4.68	4.43	4.36	4.95	3.69
Chicago	4.43	4.20	4.30	4.86	3.84
Detroit	4.37	4.25	4.25	4.48	3.95
Los Angeles	4.13	4.81 (Times)	4.25	4.57	3.89
San Francisco	4.68	4.72	4.54	4.73	4.11
<u>1/1/65</u>					
NY	4.26	3.83	3.77	4.36	3.29
C	4.03	3.82	3.93	4.50	3.58
D	4.09	3.78	4.02	4.21	3.67
LA	3.91	3.95	4.02	4.16	3.71
SF	4.05	4.01	4.03	4.28	3.76
<u>1/1/60</u>					
NY	3.70	3.51	3.45	3.95	2.89
C	3.60	3.41	3.41	3.96	3.07
D	3.51	3.37	3.50	3.69	3.16
LA	3.34	3.23	3.46	3.59	3.14
SF	3.55	3.38	3.42	3.55	3.25
<u>1/1/55</u>					
NY	3.17	3.10	2.97	3.46	2.45
C	3.28	2.98	2.97	3.50	2.65
D	3.17	2.98	3.08	3.33	2.80
LA	2.93	2.85	2.85	3.09	2.65
SF	2.93	2.85	2.83	3.07	2.68
<u>1/1/50</u>					
NY	2.73	2.58	2.42	2.92	1.96
C	2.63	2.41	2.48	2.92	2.13
D	2.69	2.52	2.60	2.84	2.33
LA	2.40	2.40	2.35	2.64	2.20
SF	2.60	2.49	2.48	2.67	2.32
<u>1/1/45</u>					
NY	1.81	1.60	1.60	1.95	1.20
C	1.84	1.41	1.41	1.84	1.14
D	1.67	1.49	1.49	-	-
LA	1.47	1.23	1.31	-	1.12
SF	1.51	1.40	1.39	1.58	1.23

(Base day rates rounded to nearest cent)

Source: International Yearbook  
Editor and Publisher (Annual)

HOURLY WAGE RATES



Hourly Wage Rates  
Typographers  
— New York, San Francisco  
--- Los Angeles  
1945-1968

Source: International  
Yearbook  
Editor and  
Publisher

# Smaller Dailies, Weeklies Oppose Newspaper Bill

WASHINGTON — A weekly newspaper publisher testified today a bill designed to keep ailing newspapers in business could kill more editorial voices than it preserves.

Henry Hogan, publisher of the Birmingham (Mich.) Eccentric, urged the Senate Antitrust Monopoly Subcommittee to kill the bill.

It would let two newspapers in the same city combine their advertising and circulation departments without fear of prosecution under antitrust laws.

Hogan appeared in behalf of the National Newspaper Association, an organization of 7000 small and medium sized daily and weekly newspapers.

### Joint Operation

"When the two publishers in a joint newspaper operation combine their assets, parcel out between themselves the morning, evening and Sunday markets, and manipulate both circulation and advertising sales to their maximum profit and advantage, it is virtually impossible for a newcomer to penetrate into that market," Hogan said.

"To the extent, then, that this legislation concentrates all competitive advantage in the joint operators, it builds barriers against would-be newcomers. It has the potential of stifling more separate voices than it preserves.

"... Who is to say whether any one of these communities is better served by one daily newspaper ... than half a dozen lively weeklies ... is not this for the people of that city to decide through the process of competitive selection?"

### In 22 Cities

William J. Farson, executive vice president of the American Newspaper Guild, said he doubted publishers' claims the joint agreements were used only "as a result

of an intolerable financial squeeze."

He said the 22 cities in which newspapers now operate under the circulation and advertising combines have grown in population since the agreements started. In some, he said, the papers now could probably separate entirely and still make money.

Farson said the Commerce Department lists the newspaper industry among the nation's top 10 growth industries.

The ANG represents about 32,000 newspaper employes, mostly in white collar jobs.

### Report Due

Sen. Philip Hart (D-Mich.), the subcommittee chairman, is against the bill.

Most observers, however, believe that the bill will be reported favorably to the Judiciary Committee when the subcommittee meets in executive session June 26.

Among subcommittee members backing the bill are Senators Everett Dirksen (R-Ill.), Roman L. Hruska (R-Neb.) and Hiram L. Fong (R-Hawaii).

Dirksen led the move to block action on a similar bill last year. This year, however, he has become one of the leading supporters of the new bill. It is sponsored by Sen. Daniel K. Inouye (D-Hawaii) and 32 other senators.

### Court Ruling

The Supreme Court ruled March 10 that such a dual operating agreement used by the Citizen and the Star in Tucson, Ariz., was in violation of the antitrust laws.

Inouye, in speaking for the bill yesterday, noted that 44 newspapers in 22 cities have such joint agreements and that, without them, some newspapers might be forced out of business by competition.

Dirksen has been under considerable pressure from suburban weeklies and small dailies who have the same objections to the new bill as they did to the old. They con-

tend that it will enable their big city competitors to put them out of business.

Dirksen's critics say that he has switched to support of the bill this year because he does not have to worry about getting reelected as he did last year.

### Amendments

Yesterday, he acknowledged that there had been objections to the bill, and he introduced two amendments which he said were designed to meet the objections.

His critics, however, insist that the amendments do not provide the protection which he claims they do for small suburban and weekly newspapers, for newspaper employes and their unions.

The new language Dirksen wants to insert, they say, would do only two things:

- Wipe out \$400,000,000 in pending private plaintiff claims involved in the Tucson agreement and others between The San Francisco Examiner and the San Francisco Chronicle.

- Put Dirksen in a strategic position to be an intermediary with the Justice Department in the case of newspapers seeking to execute such an agreement in the future.

\* The co-author's former next door neighbor, age 33.