



2-1-1964

# Considerations in Avoiding Crippling Strikes in the Newspaper Industry

Stuart Rothman

Follow this and additional works at: <http://scholarship.law.nd.edu/ndlr>



Part of the [Law Commons](#)

## Recommended Citation

Stuart Rothman, *Considerations in Avoiding Crippling Strikes in the Newspaper Industry*, 39 Notre Dame L. Rev. 119 (1964).

Available at: <http://scholarship.law.nd.edu/ndlr/vol39/iss2/1>

This Article is brought to you for free and open access by NDLScholarship. It has been accepted for inclusion in Notre Dame Law Review by an authorized administrator of NDLScholarship. For more information, please contact [lawdr@nd.edu](mailto:lawdr@nd.edu).

CONSIDERATIONS IN AVOIDING CRIPPLING STRIKES  
IN THE NEWSPAPER INDUSTRY*Stuart Rothman\**

The newspaper industry is important to a democratic society because it is a medium through which the public is informed of significant issues as a basis for discussion and debate. Labor disputes and strikes in this industry, by interrupting the flow of news, thwart the processes of a free society. Additionally, the public and commercial enterprise depend on newspapers for advertising. This article poses the question how suspensions of publication can be avoided or minimized. Some discussion of the nature of the newspaper industry and the history of collective bargaining between unions representing employees in the industry and the newspaper employers will be given. A highlighting of past areas of friction between these parties will aid in understanding recent problems, many of which are traceable to past union and management practices. After the problems have been presented, an avenue of approach will be suggested for consideration in minimizing major strikes.

## I. NEWSPAPER INDUSTRY

The trend of the nation's economy toward concentration of ownership is reflected in the newspaper industry by the rising incidence of group-owned or -controlled newspapers.<sup>1</sup> Two of the reasons for consolidation have been rising costs, particularly of newsprint, and increased mechanization. Moreover, the industry is one where unit costs decrease as circulation increases.<sup>2</sup> These

\* Until recently, Mr. Rothman was General Counsel of the National Labor Relations Board. Before that he was the Solicitor of Labor, United States Department of Labor, and served as Acting Administrator of the Wage-Hour and Public Contracts Divisions. Upon leaving the NLRB he became a member of the firm of Royall, Koegel & Rogers. He is a member of the District of Columbia and the Minnesota Bars, and the author of numerous articles on labor-management relations.

<sup>1</sup> There are presently 579 newspapers in this country with a combined daily circulation of 27,445,298 under the control of 125 groups. Editor & Publisher, 1962 Year Book, pp. 308-310.

<sup>2</sup> Note 61 YALE L. J. 948, 976 (1952).

are among the factors which have led toward one-newspaper cities and the removal of competition.<sup>3</sup>

As for their labor requirements, newspapers employ two general categories of employees — newswriters and other white collar workers, and the mechanical employees who are concerned with the physical production of the newspaper. The latter include compositors, stereotypers, pressmen, photoengravers and mailroom employees. Because newspaper publication has vigorous production requirements, and yet the volume of work is unstable,<sup>4</sup> it is impossible to anticipate daily labor requirements. Thus, the basic work force of mechanical employees is supplemented by extras who are hired from a daily shape-up.<sup>5</sup>

## II. HISTORY OF COLLECTIVE BARGAINING BETWEEN NEWSPAPER EMPLOYEES' UNIONS AND THE NEWSPAPER EMPLOYERS

### A. *Early years to Taft-Hartley (1852-1947)*

1. *Early years through the era of arbitration (1852-1922).* — The printers were among the first American workmen to organize. The International Typographical Union was organized in 1852 under the name of National Typographical Union and was an amalgamation of local typographical societies, some of which had existed since 1815.<sup>6</sup> Prior to 1886, when the first collective bargaining agreements were entered into, the journeymen printers would submit "price lists" to their employers which set forth minimum conditions of employment and the printers bound themselves not to work in any shop where wages and working conditions fell below the standards set by the price list.<sup>7</sup> The governing laws of the ITU consist of its constitution, bylaws, and general laws. While the two former relate only to the union's internal affairs, the general laws, which had their origins in the old price lists, relate to the relationship between the locals and the employers.<sup>8</sup> These laws are concerned with such subjects as closed-shop conditions, work jurisdiction, apprentice training, struck work, and reproduction. They are considered by the ITU as the floor upon which the structure of collective bargaining is erected,<sup>9</sup> i.e., the locals may not bargain away what the general laws provide.

It was in 1887, when the ITU was first entering into bargaining agreements with publishers, that the American Newspaper Publishers Association was founded. Among its other purposes, it handles labor problems for its members; a Special Standing Committee was authorized at its 1900 convention to deal with these problems. The ANPA immediately adopted a negotiatory rather than a belligerent attitude toward the ITU which was by then a strong union

3 Investigation of the concentration of ownership in the news industry is presently being made by a House Judiciary Subcommittee. See Washington Daily News, March 14, 1963, p. 3.

4 Newspapers derive their income from circulation and advertising; there are day-to-day variations in both the volume of news and of advertisement, especially the latter. About one-third of newspaper revenue is derived from circulation and two-thirds from advertising. See Note, 61 YALE L. J. 948, 977 (1952).

5 ITU (American Newspaper Publishers Association), 86 N.L.R.B. 951, 973 (1949).

6 *Id.* at 969.

7 *Collective Bargaining in the Newspaper Industry*, NLRB BULL. No. 3, October 1938, p. 70.

8 ITU (American Newspaper Publishers Association), 86 N.L.R.B. 951, 970 (1949).

9 *Ibid.*

with a nation-wide membership. This policy was based on its desire to eliminate strikes so that it could pursue its business without interruptions due to labor disputes. Thus, it was the ANPA which, in 1901, suggested a national arbitration system whereby local boards and a national board were set up for the settlement of labor disputes. In 1909 the scope of the procedures was extended to cover not only disputes under existing contracts, but also those arising during negotiation of new contracts. These boards were successful in settling many disputes until 1922.<sup>10</sup>

However, the general laws of the ITU were always points of contention between the ITU and the ANPA. The ITU was successful in 1912 in excluding them from arbitration procedures although the publishers especially objected to those laws providing that foremen be union members and for reproduction, i.e., the setting of "bogus" type.<sup>11</sup> Negotiations in 1922 between the ANPA and the ITU reached an impasse over the issue of arbitration of the general laws and no further national arbitration agreements were entered into between these parties. The International Printing Pressmen did sign the national agreement, however, and local arbitration agreements continued in force.

2. *Open shop era to NIRA (1922-1933).* — The collapse of arbitration agreements with three of the four unions representing the publishers' mechanical workers, together with a general sentiment toward the open shop immediately after World War I, led the ANPA membership in the early 1920's to adopt a more belligerent attitude toward the mechanical unions. An Open Shop Department of the ANPA was formed in 1922. Although organized for the protection of open-shop employees, the department intervened in union shop areas and was used for strikebreaking purposes until 1937.<sup>12</sup>

3. *NIRA to Taft-Hartley (1933-1947).* — During the depression, the mechanical employees, who were covered by collective-bargaining agreements, had suffered wage cuts much less drastic than the editorial employees.<sup>13</sup> The latter saw the need for organization to strengthen their bargaining power. Therefore, the American Newspaper Guild, the first nationally successful union of "white collar" workers, was established in 1933. It received its initial impetus from Section 7 of the National Industrial Recovery Act,<sup>14</sup> passed that same year, which guaranteed the right of collective bargaining and freedom of labor unions.

With the passage of the Wagner Act the ANPA took a belligerent attitude

10 In the early 1900's various groups in the printing trade split off from the ITU leaving that union with the largest group, the compositors. The pressmen split off in 1894 forming the International Printing Pressmen and Assistants Union; the stereotypers and electrotypers, the International Stereotypers and Electrotypers in 1901; the photoengravers, the International Photoengravers Union in 1904; and the mailers remained in the parent ITU body. All four unions eventually entered into arbitration agreements with the ANPA. Local arbitration boards were composed of three persons agreed upon by the parties and the national board of the chairman of the ANPA's Special Standing Committee, the president of the international union involved, and a third disinterested person if the parties thought it necessary. See *Collective Bargaining in the Newspaper Industry*, NLRB BULL. No. 3, October 1938, pp. 78-79.

11 EMERY, HISTORY OF THE AMERICAN NEWSPAPER PUBLISHERS ASSOCIATION 71 (1950).

12 *Id.* at 178-86.

13 The Associated Press, 1 N.L.R.B. 788, 794 (1936); Hearst Publications, 2 N.L.R.B. 530, 539 (1937).

14 48 Stat. 198 (1933).

toward the Guild, claiming that the Act, at least as applied to editorial employees, abridged freedom of the press. The argument was that any personal bias on the part of editorial employees might tend toward distortion of the news and thus that a regulation protective of union activities for such employees was necessarily an invasion of freedom of the press. The Supreme Court, in a five to four decision, upheld the Board's position that freedom of the press was not abridged.<sup>15</sup>

### B. Early Taft-Hartley years

1. *The American Newspaper Publishers Association case and events leading up to it.* — In 1944 relations between the ITU and ANPA worsened. The ITU international declined to approve any contract for its locals which did not provide for incorporation of its general laws, and barred its locals from using the arbitration machinery which had continued unofficially to settle disputes for the locals despite the collapse of the national arbitration agreement in 1922.<sup>16</sup> The ITU had not been opposed to the arbitrability of the application of the contract clause to the particular facts, but it did not believe it appropriate for arbitrators to pass upon the validity or justification of the contract term as agreed upon by the employer and the union. Under aggressive leadership, the ITU, the other mechanical unions, and also the Guild, had gained in strength. Thus, when the Taft-Hartley Act was passed in 1947,<sup>17</sup> the ANPA was quick to seize whatever advantages it could from the provisions of the Act. Relations with the ITU were particularly discouraging; the ITU was involved in 31 of the 40 strikes in the industry in 1947.<sup>18</sup> In September 1947, shortly after passage of the Act, at the ANPA's suggestion, a conference was held between the ANPA's Special Standing Committee and the ITU's Executive Council. ANPA requested the abandonment of the closed shop,<sup>19</sup> curtailment of "bogus" practices, and other changes in the international's general laws as a prerequisite to execution of an arbitration agreement. The ITU was adamant in its position that the Act infringed on what it considered its basic rights, i.e., to work only with union men, only on a union product and on matters within its jurisdiction, and no agreement was reached.<sup>20</sup>

In November 1947 the ANPA filed unfair labor practice charges against the ITU alleging violations of Sections 8(b)(1)(A), (b)(1)(B), (b)(2), and (b)(6) of the Act which resulted in the Board's decision in the *American Newspaper Publishers Association*.<sup>21</sup> The Board found that the ITU's 1947 collective bargaining policy, which involved a "no contract," followed by a "60-day termination," strategy, violated § 8(b)(2)<sup>22</sup> in that it was designed to maintain closed

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

16 *EMERY, op. cit. supra* note 11, at 189.

17 Labor Management Relations Act, 61 Stat. 136 (1947) (codified in scattered sections of 29 U.S.C.).

18 *Editor and Publisher*, April 27, 1957, p. 27.

19 The Act set August 22, 1948, as the last day on which closed shop provisions might be honored provided they were incorporated into agreements entered into prior to August 22, 1947. Labor Management Relations Act § 102, 61 Stat. 152 (1947).

20 *EMERY, op. cit. supra* note 11, at 191-92.

21 86 N.L.R.B. 951 (1949).

22 61 Stat. 141 (1947), 29 U.S.C. § 158(b)(2) (1958).

shop conditions by use of a continuing strike threat.<sup>23</sup> The Board further found that the policy violated § 8(b)(1)(B)<sup>24</sup> in that the ITU threatened strike action to compel the employers to employ only union foremen. However, the setting of "bogus" type was held not to fall within the proscription of 8(b)(6).<sup>25</sup>

2. *Rise of the Guild.* — In the 1950's the Guild had some difficulty in gaining wage information,<sup>26</sup> but it has been generally accepted by the publishers.

### III. RECENT POINTS OF FRICTION AND DEVELOPMENTS IN THE LAW

#### A. *Disputes in specific areas and developments in NLRB decisions*

Many of the recent points of friction are those growing out of the ITU's general laws and are the same ones that have plagued the publishers since the earliest dealings between the parties. They include jurisdiction, the union security or closed shop issue, uneconomical practices brought about by technological developments, including automation, and the "struck work" clauses. However, recent strikes have involved general economic issues, such as higher wages, including fringe benefits, and shorter hours, not having to do with the problems involved in the general laws. There have also been "quickie" strikes in the industry.<sup>27</sup>

1. *Jurisdiction — developments under Section 10(k) of NLRA.* — The jurisdictional areas within the mechanical unions would seem to have been well determined early in the 20th century when the split-offs from the ITU took place. However, the increasing ability of papers to publish during strikes has encouraged the idea of unifying into one group.<sup>28</sup> Also automation encourages each union to enlarge its jurisdiction. In doing so, unions have attempted to encompass operations which have been within the province of another union for a number of years<sup>29</sup> and have asserted jurisdiction over unborn jobs, i.e., operations inherent in the utilization of certain machines even though the employer does not have such a machine or expect to buy one.<sup>30</sup> Moreover, automation has created genuine problems as to which group of employees are entitled to certain jobs when new machinery is installed.<sup>31</sup>

Since the Supreme Court's decision in *NLRB v. Radio & Television Broad-*

23 The no-contract policy involved the adamant refusal of the unions to enter into any contract (it insisted that the publishers follow "conditions" that it unilaterally set) and the threat that union men would walk out if nonunion men were hired. The Board found this policy violative of 8(b)(2) on the ground that the only difference between the original "no contract" policy and the 60-day termination policy was that, under the latter, reprisal action against an employer for hiring nonunion employees might be postponed for 60 days.

24 61 Stat. 141 (1947), 29 U.S.C. § 158(6)(1)(B) (1958).

25 61 Stat. 142 (1947), 29 U.S.C. § 158(b)(6) (1958). The Seventh Circuit Court sustained the Board except that it held that the Board should have passed upon the allegation of a refusal to bargain even though there was no 8(b)(3) allegation. *NLRB v. ITU*, 193 F.2d 782 (1951). In a supplemental decision, the Board found such violation. 104 N.L.R.B. 806 (1952).

26 *Boston Herald Traveler Corp.*, 110 N.L.R.B. 2097 (1954); *International News Service, Div. of the Hearst Corp.*, 113 N.L.R.B. 1067 (1955); *Boston Record-American Advertiser Division-The Hearst Corp.* 115 N.L.R.B. 1095 (1956).

27 See *Publishers' Association of New York City*, 139 N.L.R.B. 1092 (1962).

28 *Editor and Publisher*, April 28, 1962, p. 22.

29 *ITU (Haverhill Gazette)*, 123 N.L.R.B. 806, 812-13 (1959); *ITU (Worcester Telegram Publishing Co.)*, 121 N.L.R.B. 793, 795-97 (1958).

30 *ITU (Haverhill Gazette)*, 123 N.L.R.B. 806, 818 (1959).

31 *Newspaper and Mail Deliverers Union, Ind. (News Syndicate)* 141 N.L.R.B. No. 50 (1963); *New York Mailers Union No. 6, ITU (News Syndicate)*, 141 N.L.R.B. No. 49 (1963).

cast Engineers, Local 1212, IBEW (Columbia Broadcasting System, Inc.),<sup>32</sup> the Board is required to make an affirmative award in jurisdictional disputes coming before it under Section 10(k)<sup>33</sup> of the Act. Since then, there has been a surprising increase in the proportion of printing trades cases brought under Section 10(k) and a relative decline in the proportion of building trades cases. With one exception, the Board, after extensive rationalization of all factors in each case, has followed the employer's assignment of work in the newspaper industry cases. There have been eight cases before the Board involving newspapers<sup>34</sup> with the following awards:

In *Tacoma Printing Pressmen's Union No. 44 (Valley Publishing Co.)*,<sup>35</sup> the company's assignment of offset preparatory work to employees represented by ITU rather than Pressmen was invalid since the company's contract with the Pressmen assigned the work to that union.

In *New York Mailers' Union No. 6, ITU (New York Times Co.)*,<sup>36</sup> the company's division of work of typing certain advertising supplements into bundles between Mailers' and Deliverers' unions was upheld.

In *Newspaper and Mail Deliverers' Union of New York (New York Times Co.)*,<sup>37</sup> the company's assignment of work of straightening stacks of newspapers to Mailers rather than Deliverers upheld by the Board.

In *New York Mailers' Union No. 6, ITU (News Syndicate Co., Inc.)*,<sup>38</sup> the company originally maintained that Deliverers should have automated work but then contended that the work should be assigned to Mailers in accordance with past practice and contract provisions, and the Board so assigned the work.

In *Newspaper and Mail Deliverers' Union (News Syndicate Co., Inc.)*,<sup>39</sup> the company assigned work on newly installed machines to Mailers and Deliverers on the basis of the division of the work prior to the installation of the machines, and the Board upheld the assignment.

In *Philadelphia Typographical Union, Local No. 2 (Philadelphia Inquirer)*,<sup>40</sup> the company assigned the work of photocomposition, a new process, to the Typographical Union rather than to the Guild or the Photo-Engravers, and the Board sustained the assignment.

In *Newspaper and Mail Deliverers' Union of New York (New York Times Co.)*,<sup>41</sup> the company assigned the work of operating a conveyor belt to Mailers' Union rather than to the Deliverers' Union in accordance with its past division of work between the two unions, and the Board upheld the assignment.

32 346 U.S. 573 (1961).

33 61 Stat. 149 (1947), 29 U.S.C. § 160 (k) (1958).

34 The printing trades unions and the publishing companies have been parties to a number of other § 10(k) cases in the printing industry which have not involved the publication of newspapers. *E.g.*, Local 28, Int'l. Stereotypers & Electrotypers (Capital Electrototype Co.), 137 N.L.R.B. 1758 (1962); St. Louis Typographical Union 8 (Bejae Printing Co.), 141 N.L.R.B. No. 100 (1963); New York Printing Pressmen's Union No. 51 (Stuyvesant Press Corp.), 141 N.L.R.B. No. 24 (1963).

35 131 N.L.R.B. 1090 (1961).

36 137 N.L.R.B. 665 (1962).

37 137 N.L.R.B. 1435 (1962).

38 141 N.L.R.B. No. 49 (1963).

39 141 N.L.R.B. No. 50 (1963).

40 142 N.L.R.B. No. 1 (1963).

41 142 N.L.R.B. No. 41 (1963).

In *Denver Photo-Engravers' Union No. 18 (Denver Publishing Co.)*,<sup>42</sup> the company assigned the work of operating a Kenro Camera, a new process, to the typographical union rather than to the photo-engravers union, and the Board upheld the assignment.

2. *The Foreman clause and apprenticeship and competency regulations — developments under the union security proviso of Section 8(b)(3) of the NLRA.* — Many recent disputes in the industry, which have arisen mostly with the mechanical unions, go back to the general laws of the ITU, especially to the law that foremen be members of the union. Although unions give other reasons for the rule, such as that a foreman who is a union member is better acquainted with union rules and can therefore manage employees with the least friction and that he can better present the employer's side to his fellow workmen without being suspected of hostility to the union, the original reason of assuring that no nonmembers will be employed is probably still present. At first management's opposition to the rule was based on its representatives owing allegiance to the union. Later opposition centered on the power of the union to discipline foremen for differing with it in interpreting contract terms.<sup>43</sup> Contracts now usually provide that the union shall not discipline the foreman for carrying out the employer's instructions and that foremen may be removed by the employer.

In *News Syndicate Company, Inc.*,<sup>44</sup> individual employees attacked the validity of the foreman rule. In holding the foreman clause violative of § 8(b)(2)<sup>45</sup> the Board stated that:

Under the terms of the contract, including various incorporated provisions of the ITU's general laws, (1) the Employers were limited by their bargaining agreement to hire only active members of the Respondent Union as mailroom foremen; (2) the Respondent Union had the power to control the foremen's actions because the foremen had to be members of the Union in good standing obligated to comply with the Union's constitution and bylaws; and (3) the foremen had exclusive authority to hire employees in the Employer's mailrooms.<sup>46</sup>

The Board concluded that such provisions constituted an agreement delegating to the union exclusive control over mailroom hiring in violation of *Mountain Pacific* standards.<sup>47</sup> In overruling the Board, and holding that the contract on its face was not unlawful even though foremen who are union members do the hiring,<sup>48</sup> the Supreme Court noted that journeymen and apprentices were not required to be union members and that the contract made the foremen "solely the employer's agents" and said that it would not assume that unions would violate federal law.<sup>49</sup> The Court further held that the provision of the contract incorporating (therein) the ITU's general laws was not

42 144 N.L.R.B. No. 137 (1963).

43 BURNS, HOW COLLECTIVE BARGAINING WORKS 67 (1942).

44 122 N.L.R.B. 818 (1959).

45 61 Stat. 141 (1947), 29 U.S.C. § 158(b)(2) (1958).

46 122 N.L.R.B. at 821.

47 119 N.L.R.B. 883 (1957).

48 NLRB v. News Syndicate, 365 U.S. 695 (1961).

49 The Board's *Mountain Pacific* rationale was overruled the same day. *Local 357 Teamsters v. NLRB*, 365 U.S. 667 (1961).



*per se* unlawful because only those laws were incorporated which were "not in conflict with this contract or with federal or state law." However, an equally divided Court affirmed in *ITU v. NLRB*,<sup>50</sup> a case decided that same day, a decision of the First Circuit Court<sup>51</sup> that striking for a foreman clause constituted illegal coercion of the employers in their choice of bargaining representative. The reasoning of the First Circuit Court has subsequently been followed by the Board in *Portland Stereotypers and Electrotypers Union No. 48 (Journal Publishing Co.)*.<sup>52</sup>

Apprenticeship regulations aim to increase union control over the number of craftsmen by limiting of apprentices to prescribed ratios of apprentices to journeymen. The ITU and other mechanical unions are also interested in regulating the training of apprentices and they specify the apprenticeship period, minimum age for beginners and other general conditions. The ANPA has claimed that the ratios are restrictive in failing to supply an adequate supply of workers.<sup>53</sup> Board cases involving attacks on the apprenticeship and competency clauses have generally alleged that, in combination with the foreman clause, they amount to closed-shop conditions. In the *News Syndicate* case, a worker could attain journeyman status either by apprenticeship training or by passing a qualifying examination. The union, through the foreman, gave initial approval to all applicants for apprentice training and the examiners for the qualifying examination were officials of the union and the foremen, who were all under the control of the union. In these circumstances, the Board found that the operation of the apprenticeship and competency programs gave unlawful preference to union members. However, the Second Circuit Court<sup>54</sup> set aside the Board's order in this respect. As for the foreman clause, the Second Circuit Court, like the Supreme Court, held it valid, as not placing control of hiring, including apprentices, within the union's control. As to the qualifying examination, the Second Circuit Court said there had been no hint that there had been discrimination in the conduct of examinations. The Supreme Court, relying on the lower court's reasoning, upheld the apprenticeship and competency regulations.<sup>55</sup>

Both ratio and length of training rules for apprentices are relaxed by joint agreement during periods of short labor supply.<sup>56</sup> And there have been occasions when the extension of the union's recognized work jurisdiction to embrace additional groups of employees has resulted in some employees being given journeyman status without the formalities of preliminary apprenticeship training.<sup>57</sup>

50 365 U.S. 705 (1961).

51 *ITU v. NLRB*, 278 F.2d 6 (1st Cir. 1960).

52 137 N.L.R.B. No. 97 (1962).

53 BURNS, *HOW COLLECTIVE BARGAINING WORKS* 68 (1942).

54 *NLRB v. News Syndicate Co., Inc.*, 279 F.2d 323 (2d Cir. 1960).

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

56 An official of ITU's Mailers Local 7 in *Kansas City Star*, 119 N.L.R.B. 972 (1952) at note 6 testified that the policy of the union and company with regard to apprenticeship standards is flexible. He admitted that the union was mainly interested in job security so that when there was a surplus of journeymen the union would insist on enforcement of rigid apprenticeship standards whereas, when there was a shortage, it would cooperate with the company in applying looser upgrading standards.

57 *Kansas City Star Co.*, 119 N.L.R.B. 972 (1957).

The mechanical unions, and particularly the ITU, would undoubtedly favor an amendment to the National Labor Relations Act permitting a closed shop in the newspaper industry. Historically, these unions have operated under closed-shop conditions and they could argue that this custom should be honored as have certain long-standing customs in the building construction and garment industries.<sup>58</sup>

3. *Problems of Automation, including setting "bogus" type and over-manning — developments under Section 8(b)(6) of the Act and the Board's Town & Country doctrine.* The setting of "bogus" type was the ITU's first answer to automation. When the linotype machine was introduced in the late 19th century publishers began to exchange mats of advertisements. Faced with this loss of work the ITU began to negotiate agreements whereby compositors, in slack periods, set up duplicate forms as though the mats had not been used. This became known as setting "bogus" because the duplicate forms were destroyed before use. It has been mandatory under the general laws of the ITU for local unions to negotiate a reproduction clause providing for "bogus" in their contracts and, since 1947, detailed regulations have been included.

According to the statement of Woodruff Randolph, ITU President,<sup>59</sup> the practice of prohibiting the use of borrowed type without reproduction has been an accepted part of the labor management relationship in the printing and publishing industry for more than 80 years. It is believed to have originated by reason of practices in New Albany, Indiana, where a newspaper with a more efficient compositing room was being used to set advertising copy for less efficient newspapers in Louisville. This would have permitted the New Albany publisher an unfair advantage over his competitors by selling more pages without having to pay the cost of producing them, and would have eliminated the jobs and the extra work of compositors required to produce the borrowed type. The ITU in 1872 ruled that the transfer of matter from one firm to another is detrimental to both proprietor and printer and should not be allowed.

Originally, since compositors were paid on a piece rate, the practice offered a perhaps legitimate solution to an economic problem. After printers began to be paid on the basis of a regular workweek, the valid need for the practice largely disappeared. Some locals have failed to enforce the clause or taken the position that "bogus" must be set within a certain number of days. However, others have required the hiring of extras as long as "bogus" work exists.<sup>60</sup>

In the *American Newspaper Publishers* case, the Board had dismissed a charge filed under § 8(b)(6). Both the Seventh Circuit Court,<sup>61</sup> and the Supreme Court,<sup>62</sup> subsequently upheld the Board. The reasoning of both the Board and the courts is that although "bogus" may be unwanted work, it is work that is actually performed and thus does not fall within the proscription of § 8(b)(6).

58 See § 8(f) of the Act and the provisos to § 8(e).

59 *Hearings on Matters Relating to the Labor-Management Relations Act of 1947, and for Other Purposes, Before the House Committee on Labor and Education*, 83d Cong., 1st Sess. 4118 (1953).

60 *Northern Virginia Sun Publishing Co.*, 134 N.L.R.B. 1007, 1008 (1961).

61 *ANPA v. NLRB*, 193 F.2d 782 (7th Cir. 1951).

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

Whereas "setting bogus" has been peculiarly the child of the ITU, overmanning has been used by most of the mechanical trade unions to reduce the impact of automation. The Stereotypers' insistence on excessive manning of the M.A.N. (autoplate) machines was one of the basic issues in the strike in *Portland Stereotypers and Electrotypers Union No. 48 (Journal Publishing Co.)*.<sup>63</sup> In that case, the manufacturer of the machine had given the publisher assurances that it could be operated by one man. However, the Stereotypers' general laws provide that "not less than four journeyman members shall be employed to operate" an automatic autoplate and shaver and this provision was incorporated in the local's bylaws. An impasse was reached over this issue and a strike ensued.<sup>64</sup> Although unions have a legitimate interest in any potential reduction in the number of available jobs,<sup>65</sup> publishers have valid grounds for resisting the payment of craftsmen's wages for the relatively less skilled operation of some of the new machines, such as M.A.N., the Photon, which sets type by a photographic method rather than setting it in lead slugs, and teletypesetters, which permit one person to operate several machines.<sup>66</sup> The publishers contend that union insistence upon insufficient use of new processes and equipment can mean the difference between continued operation and failure.<sup>67</sup>

The application to the newspaper industry of the Board's *Town and Country*<sup>68</sup> principle, i.e., that an employer has an obligation to bargain over the decision to change operations involving reduction of unit employees, as well as over the effects of such decision on the employees, offers some solution to the problem of automation. However, in the *Renton News* case,<sup>69</sup> the Board, in view of various factors peculiar to that case, did not issue its usual remedial order,

63 137 N.L.R.B. No. 97 (1962).

64 Another issue in the strike was the foreman clause. This aspect of the case was discussed on p. 125 *supra*.

65 With regard to the Stereotypers' insistence on the manning clause requiring the use of four men, the Board states, as follows:

Although this is the number that is required by the bylaws, the dispute between the parties, in this respect, was an economic one in that the basic concern of the Respondents was not connected with union membership but solely with the number of jobs that would exist. This was an entirely proper subject of their concern. We therefore do not believe that the position of the Respondents on this issue tends to establish a demand for illegal conditions of employment. 137 N.L.R.B. at 784.

66 Northern Virginia Sun Publishing Co., 134 N.L.R.B. 1007, 1010-11 (1961).

67 60th Annual Report of ANPA Special Standing Committee on Labor Relations, Editor and Publisher, April 30, 1960, p. 90.

68 136 N.L.R.B. 1022 (1962). However, it should be noted that the Eighth Circuit Court of Appeals in its recent decision in *NLRB v. Adams Dairy, Inc.*, 322 F.2d 553 (8th Cir. 1963), has refused to follow the Board's views on whether an employer is obligated to give notice and to discuss the decision to subcontract. In view of the conflict between the Court of Appeals for the District of Columbia in *Fibreboard Paper Products v. NLRB*, 322 F.2d 411 (D.C. Cir. 1963), and the Eighth Circuit in *Adams Dairy*, the question will likely be reviewed by the Supreme Court. The NLRB has asked the Eighth Circuit Court of Appeals for a rehearing in *Adams Dairy*.

The importance of the issue is apparent in the light of the New York *Mirror* case where the union has filed refusal-to-bargain charges arising out of the employer's decision to go out of business. Based on current NLRB doctrine, a complaint will most likely be issued in the *Mirror* case. The question of violation and remedy will quite obviously be of great interest to newspaper publishers.

69 *Renton News Record and Bellevue American Publishing Co., Inc.*, 136 N.L.R.B. 1294 (1962).

i.e., that the employer restore the *status quo ante* by reinstating its employees with back pay and bargaining over any future change.<sup>70</sup>

The early solutions of the ITU to automation — setting of “bogus” type and overmanning — are definitely not satisfactory. This raises the question whether it is desirable to ban all forms of “make work.”<sup>71</sup> It is possible that through collective bargaining, the parties may arrive at satisfactory solutions of their own.

4. *Struck work clauses — developments under Section 8(e) and the secondary boycott provisions of the NLRA.* — The mechanical unions have traditionally refused to handle struck work. The policy was originally adopted to further the economic interest of the union by restricting competition from nonunion goods. It undoubtedly tends to encourage nonunion employees to acquire union membership to further their own economic interests.<sup>72</sup> This policy has led to violations of the secondary boycott provisions of § 8(b)(4).<sup>73</sup> In *New York Mailers Union No. 6 ITU (The Publishers Association of New York City)*<sup>74</sup> the Mailers, which represented employees of the publishers, refused to handle for the publishers Sunday supplements printed by a secondary employer, Neo-Gravure, after the Mailers had struck Neo-Gravure to gain recognition.<sup>75</sup> In finding the Mailers in violation of §§ 8(b)(4)(i) and 8(b)(4)(ii)-(B) of the Act, the Board said:

The Union cannot disavow the consequences of this action by denying that it intended the publishers to cease doing business with Neo-Gravure when its action made it impossible for the relationship between the publishers and Neo-Gravure to continue. The Respondents may have been concerned with other objects as well, such as adherence to its traditional policy of refusing to handle struck goods, but its actions effectively established that, at least, an object was to force the publishers to disrupt or seriously curtail the existing relationship between them and Neo-Gravure if the Union was to obtain its goal of recognition in any other fashion.<sup>76</sup>

In *Los Angeles Mailers Union No. 9 ITU (Hillbro Newspaper Printing Co.)*<sup>77</sup> the Board found a struck work clause in a contract between the Mailers and Hillbro to be a hot cargo agreement in violation of § 8(e). The Mailers, which also represented employees of Pacific, publishers of a supplement to be inserted in Hillbro's newspapers, was involved in a jurisdictional dispute with another union at Pacific. The Mailers told Hillbro that, if Pacific persisted in

70 The Board said that the employers, . . . were faced with the choice of either changing their method of operations to one at least equal to that of their competitors, or being forced to go out of business. They selected the former alternative. The change adopted to accomplish their purpose involved a totally different process and required the participation of other weekly newspapers and an individual, none of which is a party to this proceeding. *Id.* at 1298.

71 See Note, 52 COLUM. L. REV. 1020 (1950).

72 See American Newspaper Publishers Assn., 86 N.L.R.B. 951, 1015.

73 61 Stat. 141 (1947), as amended, 29 U.S.C. § 158(b)(4) (Supp. IV 1963).

74 136 N.L.R.B. 196 (1962).

75 The contract between the Mailers and the publishers did not specifically require the publishers not to handle struck goods; it states that the publishers recognized the Mailers' position on the handling of struck work and were determined not to provoke disputes with respect to such matters.

76 136 N.L.R.B. at 198.

77 135 N.L.R.B. 1132 (1962).

assigning the disputed work to members of the other union, it would refuse to handle the supplements. Thereafter, it gave notice to Hillbro that a strike was in progress at Pacific and that it was putting its struck work clause into effect. The Board further found the Mailers' conduct to violate § 8(b)(4)(ii)(A) of the Act.<sup>78</sup>

5. "*Quickie*" strikes — developments under Sections 8(a)(1) and (3) of the Act. — In *Publishers Association of New York City*,<sup>79</sup> the Board upheld the legality of an agreement among ten New York City newspapers to shut down together for defensive purposes when any of them was faced with a grievance strike in breach of contract. The ten were members of an association that represented the newspapers in multiemployer bargaining with various mechanical unions. In dismissing § 8(a)(1) and § 8(a)(3) charges filed by the unions, the Board held that the suspension agreement "was intended to discourage, and did discourage, not Section 7 activities, but rather the series of unauthorized work stoppages which experience had shown to pose a continuing threat to the publishers."<sup>80</sup> It further stated that the newspapers, because they were engaged in the highly competitive news field in New York City, "were particularly vulnerable to such sudden unannounced stoppages because of the perishability of their commodity, and the strict time schedules necessary in the publishing business."<sup>81</sup>

*B. Disputes not limited to specific areas and developments  
under procedures other than those of the NLRB*

1. *Section 301 suits*. — Disputes may be settled by private suits for breach of contract brought by the parties in federal district courts under Section 301 of the National Labor Relations Act.<sup>82</sup> An interesting case involving the arbitrability of the ITU's general laws is *Macneish v. Typographical Union*.<sup>83</sup> There the Publishers Association of New York City was successful in compelling arbitration of a contract and enjoining the ITU from disciplining a foreman for actions arising from his supervisory functions. The contract, after providing that foremen be union members, stated that control of each composing room should be vested in the newspaper "through its representative," the foreman. Controversies arising under the agreement were to be arbitrable with certain exceptions including the ITU's general laws. The court said:

As to the General Laws of the International Union, under Section 8 of the agreement such laws 'not in conflict with this contract' govern relations between the parties but only 'on conditions not

<sup>78</sup> Although a violation of § 8(b)(4)(B) also existed, none was alleged and, because the issue was not litigated, such violation was not found.

<sup>79</sup> 139 N.L.R.B. 1092 (1962).

<sup>80</sup> *Id.* at 1097.

<sup>81</sup> *Id.* at 1099. In reaching its determination, in the *Publishers Association of New York City* case, that the strikes were in violation of the unions' contracts, even though some of the contracts did not contain specific no-strike clauses, the Board relied upon the Supreme Court's decision in *NLRB v. Lucas Flour Co.*, 369 U.S. 95 (1962), where the Court said that "a strike to settle a dispute which a collective bargaining agreement provides shall be settled exclusively and finally by compulsory arbitration constitutes a violation of the agreement." 369 U.S. at 105.

<sup>82</sup> 61 Stat. 156 (1947), 29 U.S.C. § 185 (1958).

<sup>83</sup> 205 F. Supp. 558 (S.D.N.Y. 1962).

specifically enumerated herein.' The subject of the authority and control of the shift foreman over the composing room is specifically covered by the agreement. This controversy directly concerns that subject matter as well as working conditions in the composing room with which the agreement also deals. Whether or not the General Laws of the Union are in conflict with the agreement or govern the relations of the parties in these circumstances is plainly an arbitrable controversy arising under the contract.<sup>84</sup>

Among the disadvantages of Section 301 as a method of settling disputes is that it involves court procedures and applies only where there is a breach of contract.

2. *Voluntary arbitration.* While most contracts with the mechanical unions contain grievance and arbitration provisions, the ITU's position that the general laws are not subject to arbitration still creates a problem, as illustrated by the *Macneish* case. It was this same position of the ITU that was the stumbling block in 1922 to continuation of the arbitration system with the ANPA. While this system was not perfect, it did settle many disputes over contracts.<sup>85</sup> Moreover, it provided for arbitration during precontract negotiations.<sup>86</sup> While the arbitration system in effect between the unions and the ANPA from about 1900 to 1922 was geared to the industry when its problems were less complex than today,<sup>87</sup> such a system might aid in settling disputes such as the strikes against the New York newspapers during recent contract negotiations<sup>88</sup> which principally involved the usual economic issues of higher pay and shorter working hours.<sup>89</sup> However, it is doubtful whether either the unions or the publishers would now agree to arbitration of new contracts.

3. *Government intervention.* — The present Secretary of Labor, Willard Wirtz, has shown little inclination to mediate labor disputes. He has said that ". . . at this point there is virtually no participation by the Secretary of Labor except in those cases in which all statutory procedures have been exhausted and a matter of national economic crisis is presented."<sup>90</sup> An argument against government intervention is that the parties will rely on such intervention, rather

84 *Id.* at 562. It should be noted that the *Macneish* case is presently on appeal to the Court of Appeals for the Second Circuit.

85 In 1920 there were 605 local arbitration agreements in force, prohibiting strikes, boycotts, and lockouts, and providing for settlement of disputes over wages, hours, and working conditions through processes of negotiation and arbitration. See EMERY, *op. cit. supra* note 11, at 178.

86 The Internationals of the four crafts renewed arbitration agreements each five years, i.e., 1902, 1907, 1912, and 1917.

87 Many current problems are due to rapid changes in production processes brought about by automation.

88 The strike began on December 8, 1962, when the printers (ITU) struck four dailies and five other newspapers closed voluntarily in accordance with the Association suspension agreement. It did not end until April 1, 1963, when the Photoengravers reached a settlement with the publishers. See Washington Post, April 1, 1963, p. 1. It is here noted that, while the suspension agreement of the publishers did avert "quickie" strikes over grievances during the administration of the contracts, it did not stop strikes over the terms of new contracts.

89 At least one of the issues involved with the printers (ITU) was a problem of automation. The publishers sought the right to have all their Stock Exchange and other financial tables set into type automatically through teletypesetter tape supplied by the Associated Press or United Press International. Also involved as an issue with all the mechanical unions was their desire that the expiration dates of their contracts correspond with that of the Guild's contract to avoid the Guild setting the wage pattern for the mechanical unions.

90 See Washington Star, March 28, 1963.

than their own efforts, to settle disputes.<sup>91</sup> In the recent New York strikes both sides were reluctant to go along with any Government fact-finding procedure or compulsory arbitration. Bertram Powers, president of the ITU local involved, has been quoted as having told Secretary of Labor Wirtz that he regarded both as forms of Government dictation alien to free collective bargaining.<sup>92</sup>

#### IV. POSSIBLE SOLUTIONS TO DISPUTES AND THE FUTURE OF COLLECTIVE BARGAINING IN THE NEWSPAPER INDUSTRY

It has been suggested that a joint management-labor board be established to deal with problems in the newspaper industry including those presented by new technology.<sup>93</sup> Such a board might help in solving jurisdictional disputes in an industry in which the traditional dividing lines between the crafts are being erased through automation. It might also provide year-round discussion of other problems of automation.<sup>94</sup> But in view of the many unions with which each publisher must bargain, improving communications at the local and national level through joint study conferences will present special problems and will require unique adaptations. It will not be easy to bridge the gap between provincial problems at the level of the particular enterprise and the broader problems at the national or industry level.

Recent attitudes of the parties in a number of newspaper industry disputes fortify the belief that a reexamination of the use of the joint study conference approach could bear fruitful results despite, or perhaps more properly, in keeping with, the unique history of collective bargaining in this industry. To cite one example, it appeared that at the end of a contract term, an employer brought in new equipment which would eliminate the typographers. Replacements to operate the new equipment were kept available but out of sight until the collective bargaining agreement ended. In another instance the company accumulated a large number of new processes and printing techniques and sought to impose them all at one time without much notice to the unions. In *Renton*

91 See remarks of George P. Shultz, Dean of the University of Chicago Business School in *Time Magazine*, March 1, 1963, p. 17. Shultz said:

The Government should be a reluctant intervener, not a delighted intervener. Sometimes, before a strike even happens, the Administration speculates on just what a reasonable settlement might be. Now if I'm a bargainer and I hear this kind of talk, that takes the wraps off me. I *know* there's going to be intervention, so I can make a lot of noise, ask for things I might not consider if I were negotiating responsibly. Someone's said, "If the President hangs out his shingle, he's going to get all the business."

92 See *New York Times*, April 1, 1963, pp. 22-23, col. 1.

93 See *New York Times*, April 1, 1963, pp. 23-24, col. 1; 109 CONG. REC. 96 (1963); report of remarks of Secretary of Labor Willard Wirtz, Mayor Robert Wagner, and Theodore W. Kheel at the Conference on Solutions to the Problems of Automation and Employment, Inc., sponsored by the American Foundation on Automation and Employment and the New York City Central Council, AFL-CIO, 53 LRR 49-51; and report of remarks of Governor Nelson A. Rockefeller at the Sixth Annual Convention of the National Association of State Labor Relations Agencies, 42 INDUSTRIAL BULLETIN 17 (Oct. 1962, New York State Department of Labor).

94 In the new contracts with the ITU a joint board has been set up to study the sharing of benefits from the introduction of "outside tape" to set stock market tables. Also a strike by the Guild in Boston was successfully solved after a panel was set up. See Editor and Publisher, June 29, 1963, p. 15.

*News Record*,<sup>95</sup> a case which did not involve any surreptitious or clandestine conduct by the employer and where the decision to change the process and form a new company was economically motivated and above board, the NLRB found that opportunity to discuss the decision to both change the processes and to contract the work out to a new firm was not given the union. Unfortunately, a number of collective bargaining issues today are such that they cannot be solved either by one employer and one union bargaining between themselves, or by one industry. An employer cannot always create new jobs but must rely on the market place and Government.

It is suggested, however, that a start can and should be made on these problems without fear that there will be an improper change in the participative roles of labor and of management in the respective spheres of the other. Each union has developed practices which, in its view, serve the interests of its own group, for example, the ITU's traditional insistence on "bogus" and the Stereotypers in overmanning. A joint labor-management board, especially if the labor side were represented by a federation of unions which looked to the economic interests of all the employees,<sup>96</sup> might diminish or do away with such uneconomic practices. And it might lead to a better understanding among the unions themselves and in their relationships with the publishers.<sup>97</sup> The recent strikes in Hawaii appear to principally concern fringe benefits such as pensions, sick leave, and vacations<sup>98</sup> which might be appropriate subjects for study.

There may be deep psychological as well as economic and interunion attitudes in cases such as these, but the benefits from improved communications between labor and management that are proving to be desirable in collective bargaining generally throughout the Western world<sup>99</sup> would indicate that the newspaper industry would profit from improved consultation and cooperation. The use of the joint consultation committee is to be encouraged in certain industries and certain situations more than in others. Nonetheless, the use of the study committee in specialized situations and operating within the free collective bargaining framework should be generally encouraged as one of the best ways to preserve free collective bargaining, including free collective bargaining in the newspaper industry.

It is suggested, therefore, that there is a need to consider four types of machinery on four levels to improve collective bargaining designed to avoid crippling strikes in this vital industry:

95 136 N.L.R.B. 1294 (1962).

96 One of the problems in the recent New York newspaper strike was that the publishers had to deal with 10 different unions. A fusion of all unions has been suggested. See address by Secretary of Labor W. Willard Wirtz before American Society of Newspaper Editors, Washington, D.C., April 1963, in U.S. Department of Labor *News* of that date, where he said that serious consideration should be given to proposals already made by some of the newspaper unions for a merger of all or most all of them.

97 See article in *Business Week*, January 5, 1963, p. 70 which concluded that some of the factors in the recent New York newspaper strikes were psychological. Printers have been among the traditional aristocrats in the U.S. trade union movement. The writer of the article thought that, faced with technological changes in the industry, they struck in an attempt to regain their old prestige. He states that, "It might not make sense to an economist. But a psychologist would understand it."

98 See Editor and Publisher, June 29, 1963, p. 9.

99 Consultation and Co-operation between Employers and Workers at the Level of the Enterprise, International Labour Office, Geneva, 1962.



1. A "Newspaper industry joint conference." Such a commission organized at the national level would consist of duly chosen representatives of the publishers and of the international unions involved.<sup>100</sup> A similar joint conference exists with respect to the building trades and contractors in the construction industry.<sup>101</sup> This has been a relatively recent development in the construction industry, and it provides some guidance for an industry joint conference in the newspaper industry. Such a conference would deal only with problems of general interest and not limited to specific bargaining areas.

2. An "Industry joint board." Such a joint board would be similar to the type of boards now used by some building trades unions and contractors associations. A prime example is "The Council on Industrial Relations" which is composed of representatives of the National Electrical Contractors Association and of the International Brotherhood of Electrical Workers. This board has been in existence for 42 years and was set up "to remove the causes of friction and dispute in the electrical contracting industry."<sup>102</sup> The Council consists of six representatives from each of the member organizations to assure the presence of at least four members of each organization at all meetings, which are held regularly on the third Monday in February, May, August, and November of each year. The Council's representatives are leaders on a national level to whom the locals come for settlement of disputes. Under the heading of "Policies" the official bulletin of the Council states that it is a court of justice, rather than arbitration, and that its settlements involve "the application of definite and certain principles without any accommodation between the parties."<sup>103</sup> Decisions must be unanimous. Thus, the Council may be said to set standards at a national level for the guidance of the locals. A somewhat similar board exists in the plumbing industry. Recently the president of the Plumbing & Pipe Fitting Industry of the U.S. and Canada, Mr. Peter Schoemann, called upon its locals to make greater use of the services of this board.

3. "Joint study committees" at the level of the particular newspaper

<sup>100</sup> Address by Stuart Rothman, General Counsel of the NLRB, delivered October 27, 1960, at Chicago, Illinois (R-747).

A "pilot" test of this first step has already been launched through calls for initial parleys. Editor and Publisher, June 15, 1963, p. 12. Also see article cited *supra* note 97. And see address by Secretary of Labor W. Willard Wirtz, cited *supra* note 96, where he suggests such a conference of national leaders of management and labor in the newspaper industry, not for the purpose of reaching any agreement, but for "exploration of what the problems are in this industry, a free exchange of ideas and information, a spotlighting of possible new approaches and procedures."

<sup>101</sup> 61 ELECTRICAL WORKERS JOURNAL 99 (Oct. 1962), describes this Construction Industry Joint Conference Committee, which was established April 7, 1959.

<sup>102</sup> For a full statement of the purposes of the Council, see Mulcarie, *The IBEW: A Study in Trade Union Structure and Functions*, The University Press, Washington, D.C., p. 148 (1923), where it is stated as follows:

Whereas it is the primary purpose of the two member associations to remove the causes of friction and dispute, the Council conceives its principal function to be that of study and research to the end that it may act with the fullest knowledge of the causes, and that it may secure the largest possible measure of genuine co-operation between the member organizations and generally between employers and employees, for the development of the industry as a servant to society and for the improvement of the conditions of all engaged in the industry.

<sup>103</sup> The operation of the Council is described in Local 28, *IBEW v. Md. Chapter, NECA*, 194 F.Supp. 491 (D. Md. 1961).

establishment. Arrangements for some kind of counsel and advice from the "industry joint board" of Stage 2, above, to the "joint study committee" at the local level and the passing of information up and down from the "industry joint board" to the "joint study committee" would be appropriate. Such arrangements may be necessary because of local personalities, provincial approaches, and interunion rivalry at the local level which may well be a distortion of the trend and pattern of industry developments as a whole.

4. An "Industry joint board for the determination of jurisdictional disputes." Section 10(k) of the NLRA contemplates voluntary arrangements within an industry whereby the parties agree to resolve their jurisdictional disputes without recourse to NLRB procedures. In such cases, assuming compliance with the policies and requirements of the National Labor Relations Act, the NLRB will leave the parties to their own voluntary devices. Such an industry joint board has been in existence for many years in the building trades. Experience derived from it may point the way to further improvement in collective bargaining in the newspaper industry.

The unions and employers in the newspaper industry have already made a start on the Stage 1 procedure. Stage 2 may be looked upon either as arbitration (which the unions may not favor) or as an extension of collective bargaining which would be more acceptable to them. Some method of setting standards in bargaining at a higher than local level seems called for. The unions and employers probably would not favor arbitration of jurisdictional disputes, but the history of arbitrating such disputes in the building construction industry testifies to the worth of Stage 4 in avoidance of industrial strife. The principle of continuous study at the local level outlined as Stage 3 would seem acceptable to both parties; the Stage 2 procedure seems necessary for the straightening out, through higher level advice, of some issues at the local level that could be avoided.

Why hasn't the newspaper industry done more along the lines of an overall approach to its problems including improved collaboration between unions and management?

First, there is the independent nature and autonomy of newspaper publishers. Where multiemployer bargaining may be the rule in other industries, employer associations have no control over publishers, nor will publishers give up their autonomous power. Each goes about his business pretty much as he pleases and each may have very different methods of doing business. Among the reasons for resistance to any intrusion upon individual publisher independence is the nature of newspaper ownership, family enterprise, and the insular characteristics of newspaper publishers.

Second, there are the large number of crafts with which newspaper publishers must deal. Employers may be waiting to see what happens to merger efforts of unions with vastly different fraternal methods. There is something to be said for unions agreeing on one big union and on more rational bargaining units. Then there could be more meaningful efforts in the way of collaboration.

Third, there is the lack of competition in the industry in many cities.

Fourth, there is the instability of multiemployer bargaining groups, with retention of veto powers, and inability to get a firm position on points arising in negotiations.

Fifth, there is a failure to define the problems of the industry. It is said that the newspaper industry has been a declining business since 1912. The place where attention is needed is where the industry is going as a whole, and this problem is getting very little attention: the impact of the small offset press, the springing up of the locality newspaper to meet the needs of suburban advertisers in metropolitan areas, transmission of print by wire. Individual publishers meet technological change piecemeal. The question may be raised whether there has been an adequate concentration of attention on the economic and financial side of the industry and where the industry is going because of rapid technological change.

Notwithstanding these many impediments to a more understanding approach to collaboration, the emphasis has been placed, and rightly so, upon the road which would lead to improved communication between labor and management in the newspaper industry. This would mean experimentations with new patterns of human relations committees, joint consultation committees, automation committees, industrial joint boards, etc., as already discussed. When the strike power has lost its force either generally or in specific negotiations, because of technological changes displacing employees, the great and serious inconvenience of a large segment of the public, and severe economic repercussions in the community as a whole, improved rationalizing techniques instead of economic force is indeed the only alternative.

The question may well be asked whether in view of all these impediments, consideration of the four-step program outlined will at all be successful or even pay for the time spent in considering them. A start on consideration of these problems will be helpful in redefining the problems and in showing the way toward a more rational method of collective bargaining in the industry. It is the process of consideration itself which may suggest other and better solutions.

Certainly, there is much ground that has to be gone over and plowed before the utopia of a strike-free newspaper industry will be reached. However, it is one of the greatest of all mistakes to do nothing because you can only do little.