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Collective Bargaining Issues
In Newspapers

By JOHN B. JASKE*

Labor disputes in the newspaper industry are almost as old as the republic. One of the first recorded strikes by workers in this country was staged by Philadelphia printers in 1786.1 Since then, newspapers have flourished in a society, the social, economic, and political fabric of which has been woven by exchanged information. But no decade has avoided labor strife which arises when newspaper management, trying to make the newspaper cheaper to produce and more saleable, adopts new methods, techniques and technology. The 1980's are no exception.

I
Newspaper Composing Rooms and the Computer

The primary issue which will continue to affect newspapers during the 1980's is automation. Automation in the printing industry began in the 1870's when linotype machines were introduced into the composing rooms of newspapers, the area in which editorial and advertising material is set in type. The linotype machines were 3 1/2 to 10 times faster than setting type by hand.2 The 1940's and 50's brought successive waves of faster and faster printing techniques.3

The effect of such automation on collective bargaining appears in a variety of ways. There is a continued effort by newspapers with composing rooms represented by the International Typographical Union (ITU) to reduce their highly paid work

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3. BAKER, Printers and Technology (1957), H. Kelber and C. Schlesinger, supra. A description of the changes in "composing room" functions and equipment is found in NLRB v. Columbia Tribune Publishing Company, 495 F.2d 1384 (8th Cir. 1974).
forces through purchases of existing computer technology and the development of new technology.\footnote{KELBER & SCHLESINGER, supra note 2.} The video display terminal (VDT) appears to be the end result of the technological revolution in setting newspaper type. A VDT consists of a television-like screen and typewriter keyboard, both of which are attached to a computer.

Newspaper editorial or advertising material typed on the keyboard appears on the screen. Later models allow type sizes to be changed, and borders, graphics and other printing techniques, formerly done by hand, to be added by the VDT operator. The most recent phase, called “pagination,” allows an entire newspaper page to be prepared on the VDT screen.\footnote{Pagination is described in 9 THE SEYBOLD REPORT 11 (1982).}

Once the story, advertisement, or, in the case of pagination, entire page, looks satisfactory to the VDT operator, keys on the VDT are pressed thereby sending the material, via electronic impulse, either to computer storage or to a typesetter which prints the material in a form suitable to be transformed into a printing plate for the newspaper press.\footnote{Newspaper Printing Corp. v. NLRB, 625 F.2d 956, 959 n.4 (10th Cir. 1980) discusses the VDT and its use in the newsroom. An earlier stage, known as the “scanner”, is discussed in Beacon Journal Publishing Company, 63 Lab. Arb. (BNA) 453 (1974). See also Elmira Star-Gazette, Inc., 65 Lab. Arb. (BNA) 958 (1975) and World Publishing Company and Omaha Typographical Union, No. 190, 220 NLRB Dec. (CCH) 1065 (1975), aff’d sub nom. Omaha Typographical Union, No. 190 v. NLRB, 545 F.2d 1138 (8th Cir. 1976).}

Throughout the 1970's, newspapers approached new technology bargaining with the Typographical Union by offering guarantees against layoff in exchange for the right to use computerized equipment. In some instances, the employees received lifetime job guarantees, but the newspaper did not get the total right to introduce any and all new equipment. Management thus has sought additional flexibility in the jurisdiction clause of the labor agreement. A serious issue still exists, however, of how additional rights can be obtained by newspapers which have given their employees the ultimate concession—lifetime protection against layoff. There are several possible answers.

In some newspapers, particularly smaller ones, management will simply be able to demand jurisdictional changes before the employees can get a pay raise. In larger newspapers, cash
bonuses, additional fringe benefits\(^7\) and other considerations may have to be extended by the newspaper in exchange for the right to use these labor saving machines. Undoubtedly some newspapers will be faced with the necessity of postponing the introduction of new equipment because of restrictions in their labor agreements. Strong unions will seek long-term agreements and a guaranteed minimum number of workers for a period of years.\(^8\)

A problem related to the introduction of new equipment is what to do with the employees displaced by the equipment. Where job guarantees have been extended, the employees cannot be laid off. Faced with the undesirable situation of an over-staffed workforce many newspapers have offered monetary payments to induce employees to resign. Such "buy-outs," will likely continue to be used by many newspapers to induce resignations, thereby reducing the unneeded workforce.\(^9\) Typical lump-sum buy-outs today range between $20,000 and $40,000 depending on the size and particulars of the newspaper and union involved. Some buy-outs have been much higher.\(^10\) A variety of other inducements have been offered including retraining, tuition, moving expenses, and loans for new businesses.

The tendency of employees to accept buy-outs has slowed partly because those employees who were willing to take the money are gone, and those who remain want to keep their jobs at this time of comparatively high unemployment.\(^11\) Because a

\(^7\) These fringe benefits include pension and health insurance improvement, and more paid time-off.

\(^8\) For example, the New York Typographical Union, No. 6 (known as "Big Six"), negotiated a ten-year contract with the *New York Times, Daily News and Post* in 1974.

\(^9\) In 1976 the *Baltimore Sun* and the Hearst-owned *News-American* offered $20,000 to any printer who would resign. Because the offer was not negotiated with the union, the union successfully brought charges against both newspapers with the National Labor Relations Board. *Baltimore News American Div., The Hearst Corp. and Baltimore Typographical Union, 230 NLRB Dec. (CCH) 216 (1977); A. S. Abell Company and Baltimore Typographical Union, 230 NLRB Dec. (CCH) 17 (1977).*

Initially 39 *Sun* printers and 13 *News-American* printers voluntarily took the money and resigned. Now that the union has won the litigation a few have returned the money and come back to work.

\(^10\) Prior to closing the production facilities of the *Cincinnati Post* and merging with the financially stronger *Cincinnati Enquirer*, Scripps-Howard Newspapers offered more than $60,000 to any printer who would give up his job guarantee and resign. There were few takers and litigation over the job guarantee, discussed below, resulted. *Heheman v. E. W. Scripps Co., 661 F.2d 1115 (6th Cir. 1981), cert. denied, — U.S. — (1982).*

\(^11\) While unemployment nationally hovers between 9% and 10%, work opportunities for printers in the printing trades are virtually non-existent unless the individual
reduction in the number of active printers threatens the stability of its Negotiated Pension Plan (N.P.P.), the Typographical Union tends to resist buy-outs. Its resistance can be substantially weakened, however, if the newspaper will agree to make contributions, either on a lump sum or continuing periodic basis, to the Typographical Union pension fund for the printer who has accepted the buy-out.

The management representative, faced with the necessity of negotiating a staff reduction of printers who are contractually protected against layoff, must look to factors that will influence a printer's decision to accept or reject a buy-out. These factors include the printers' ages, whether they are covered by a company or union pension plan, or both, their experience with buy-outs, the speed with which management wants to make staff reductions, offerings of similar newspapers, and the amount that management can justify spending in exchange for the benefits gained by a smaller work force. For example, an older work force which does not have a pension plan may well be attracted to a buy-out which is couched in terms of periodic retirement or early retirement payments.

The continuing validity of lifetime job guarantees, even where the newspaper ceases to have a composing room, has been litigated in the *Cincinnati Post* case. In that case, Scripps, owners of the *Cincinnati Post*, simply tried to walk away from the guarantee when it closed its composing room. Scripps then entered into an arrangement to have the *Post* produced by the *Cincinnati Enquirer*. The court of appeals, in reversing the district court, emphasized the use of the term "permanent" in the definition of the job guarantee and refused to allow Scripps to avoid the guarantee, particularly since the *Post* was still being published. The court did not, however, an-

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12. The Typographical Union Negotiated Pension Plan (N.P.P.) is a Taft-Hartley plan jointly trusted by the union and management. It was established in 1966 and substantially restructured in 1976 to reduce its liabilities and keep it solvent. *Typographical J.*, December, 1981, at 10-11.


swer the question of whether a lifetime job guarantee carries with it the implication of a particular rate of pay or other terms and conditions of employment which would allow Scripps to take the posture that, while it would not change the job guarantee, its wage proposal would be minimum wage or even zero.

It is not believed that the union's victory in Scripps will necessarily preclude management, which is desperate for relief from overstaffing, from negotiating changes or attempting to eliminate "lifetime" job guarantees. The outcome of such a challenge will undoubtedly turn on the wording of the guarantee. These questions will continue to dominate negotiations between newspapers and the ITU.

II

Bargaining Issues In Newspaper Mailrooms

New equipment in the newspaper mailroom, the area in which newspapers are prepared for shipment, also raises new bargaining questions. In the past, newspaper mailrooms usually employed a comparatively small force of full-time workers represented by the Typographical Union or the International Mailers Union. They were assisted by a large number of casual part-time workers to insert advertising supplements into the main newspaper by hand. These part-timers were seldom represented by either union. With the introduction of mechanical inserting equipment, mailroom unions generally claimed jurisdiction over the work.

15. The Cincinnati guarantee, for example, used strong language. "The Post and Times Star agree that all regular [employees] . . . will be continuously employed for the remainder of their working lives by the Post . . . . This Job Security Agreement . . . . is permanent . . . ." Id. at 1118-19.


17. In 1978 the International Mailers Union merged with the ITU. General laws of the latter, which now control the merged organization, discourage the use of part-time workers: "... no employee . . . . shall be required or permitted to hold a [job] composed of . . . . less than five shifts within a financial week."

18. ITU By-Laws art. VII, § 12:

It is the unalterable policy of the International Typographical Union that all composing and mailing room work or any machinery or process appertaining to printing and mailing and the preparations therefore belongs to and is under the jurisdiction of the International Typographical Union. Local unions are hereby directed to reclaim jurisdiction over and control of all composing and mailing room work or any machinery or process appertaining to printing and the preparations thereof now being performed by persons who are not journeymen or apprentices.
employees to their ranks at the expense of the part-time force. In some newspapers this jurisdiction added to the union's bargaining strength or at least slowed the erosion of bargaining power caused by the reduction in the number of printers.

Newspapers have attempted and will continue to attempt to limit the number of highly paid full-time mailroom workers who perform the relatively simple task of running mechanical inserting equipment. In exchange, job guarantees for the full-time mailroom force, often in the same terms previously granted to the composing room, with the added danger of creating overstaffing, have been and will be used, along with other inducements, to get journeymen mailers to agree to allow part-timers to work on "their" equipment. However, where additional staff is needed, newspapers will try to have job-guaranteed printers transferred to the mailroom to alleviate composing room overstaffing and handle new mailroom equipment.

Computerization of the newspaper mailroom may also create bargaining issues between mailers and business office workers. As computerization affects the production of subscriber lists, delivery truckload lists, and other items previously done by hand in the mailroom, mailers will seek to do this work by operating computer equipment in other areas of the newspaper plant. Management will attempt to keep the work away from the union. This classic battle for jurisdiction will be further complicated if business office workers have their own union. Such employees are often represented by the Newspaper Guild, which has not been shy to claim work for its members.

19. The agreement between the Idaho Statesman, Boise Idaho and the Boise City Typographical Union No. 271 covering both mailers and printers protects the mailroom employees. "No regular active [employee] . . . shall lose employment with the Company as a direct result of the Publisher's introduction of new processes and technology."


21. In San Francisco Newspapers and San Francisco Mailer's Union, No. 18, 93 American Newspaper Publishers Association, Labor and Personnel Relations Bulletin 164 (July 20, 1979), Arbitrator Sam Kagel upheld the assign by the newspaper of a Guild timekeeper to work in the mailroom to do work previously done by a Mailer supervisor.
III
Pressrooms—Unit Manning

Newspaper press operators have their own union, bearing the formidable name International Printing and Graphics Communications Union (IP&GCU). This union has, for years, warred with newspaper management over "unit manning," which requires a newspaper to hire a certain number of journeymen pressmen depending on the number of printing presses or "units" in operation. In 1978, the pressmen struck the New York Times and Daily News for eighty-eight days over the issue of press-manning. The strike was finally settled when management withdrew most of its proposals for reducing manning.

A majority of newspapers today have eliminated the unit manning concept from their pressmen's contracts through negotiation. Consequently unit manning is less likely to be an issue in the 1980's than it was in the 1970's. However, the largest newspapers still tend to have these agreements and because of intense competition they will continue to attempt to reduce the number of pressmen they must employ by seeking to remove manning requirements from their pressmen's contracts.22

IV
Economic Issues

In the past, printers and pressmen at the same newspaper were normally paid the same wages. Bargaining on economic issues during the 1980's in newspapers will undoubtedly see a final split of this parity relationship. The printers simply are no longer worth as much to the newspaper as they were in the past.23 On the other hand, demand for skilled pressmen will cause their wages to rise at a faster rate than printers' pay.

Although benefits will play a smaller role, as in industry in general, newspapers and the Typographical Union will continue to have concern for the viability of the Typographical


23. In his 1978 Annual Report President Joe Bingel noted that "...demands for less skilled and lowered paying [sic] classifications of workers have been increasing." Typographical J. (March 1979).
Union Negotiated Pension Plan (N.P.P.). As the size of the Typographical Union continues to dwindle, the financial soundness of the plan becomes increasingly bleak. Under the Employee Retirement Income Security Act of 1974 (ERISA) and the Multi-Employer Pension Plan Amendment Act of 1980, newspapers face liability in the millions should this pension plan go bankrupt.24 Every labor negotiator handling a contract, including the ITU N.P.P., must review carefully the newspaper's liability in the event of the plan's failure and must bargain accordingly. Freezing contributions to the plan or pulling out of the plan entirely may reduce ultimate exposure if the plan goes bankrupt. On the other hand, such actions by enough newspapers could hasten the plan's demise to the detriment of all newspapers. Care and thought, therefore, must be exercised in this area before a firm bargaining position is taken.

V

Other Bargaining Issues

The Newspaper Guild represents over 30,000 newspaper employees. These employees mainly work in the editorial, advertising, and circulation departments of the newspaper. One of their primary tools has become the video display terminal (VDT).25 The Guild apparently believes, and has encouraged its members to believe, that video display terminals are a health hazard. The Guild claims that VDTs emit radiation harmful to human health. It also asserts that VDTs cause eye strain, muscle fatigue, and similar symptoms if used over an extended period.

In response to these charges by the Guild, the National Institute for Occupational Safety and Health (NIOSH), part of the United States Department of Health and Human Services Public Health Service, conducted a thorough investigation of these questions at the San Francisco newspapers. The agency's report, issued February 23, 1981 concluded "that the VDT does not present a radiation hazard to employees working at or near a terminal." As to the complaints of worker stress, the agency recommended "that the maximum possible flexibility be

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designed into the work station so that it can be adapted to the individual operator.\textsuperscript{26} It also recommended that the VDT keyboard, screen, and operator's chair be adjustable. The agency stated that lighting levels in areas where VDTs were used should be kept low and glare on the screen should be controlled so that the operator will be able to read the VDT screen without difficulty. In its most controversial recommendation, the agency advised that rest breaks should be instituted after two hours of continuous VDT work for operators under moderate visual demands and after one hour for operators under high visual demands.\textsuperscript{27}

Later studies have concurred in finding no basis for the fear that VDTs produce harmful radiation but support the argument that operators of improperly adjusted VDTs suffer from stress fatigue and eye strain.\textsuperscript{28}

In 1978 the Guild at the New York Times charged that the cataracts of two of its workers were caused by working on the VDTs. Although the arbitrator found that VDTs do emit extremely low levels of radiation, he concluded that they were within "reasonable standards of industrial safety" and denied the grievance.\textsuperscript{29}

The Guild has issued a "VDT-Health Collective Bargaining Kit" for use by its locals. The kit contains proposals and arguments in favor of periodic testing of terminals, rest breaks for workers, and eye examinations for employees working on video display terminals. The Guild has had limited success with this issue to date, but will continue to press it at the bargaining table.

What starts as an issue for collective bargaining often becomes a subject for possible legislation. The use and safety of video display terminals is no exception. Legislation on the subject was offered in the states of Maine and Massachusetts.\textsuperscript{30}

\textsuperscript{26} B.L. JOHNSON, POTENTIAL HEALTH HAZARDS OF VIDEO DISPLAY TERMINALS (SAN FRANCISCO NEWSPAPER AGENCY, CHRONICLE AND EXAMINER), National Institute for Occupational Safety and Health, Cincinnati, Ohio 45226, February 23, 1981.

\textsuperscript{27} Id.

\textsuperscript{28} HY SHAFFER, GROWING CONCERN OVER THE VDT ADMINISTRATIVE MANAGEMENT (1981). NIOSH Associates Headache with VDT's at Sunpapers: Cataract Issue Unresolved, O.S.H. REP. (BNA) 86 (June 24, 1982).

\textsuperscript{29} In re the Arbitration between the Newspaper Guild of New York and the New York Times, VDT Arbitration—Opinion and Award of Arbitrator, Maurice C. Benewitz, Arbitrator (February 9, 1978).

The bills, like the Guild bargaining "Kit", required rest breaks for VDT operators and periodic testing of terminals. Neither bill passed.

The use of video display terminals will continue to increase in newspapers. Concern over their safety and operator complaints of stress will make their use almost as controversial to the Newspaper Guild as their introduction has been to the Typographical Union.

VI
Conclusion

Newspaper union and management representatives in the 1980’s face new collective bargaining issues, related mainly to automation. Computers displace composing room employees; new mailroom equipment creates jobs which management wants to give to part-time non-union workers; and operators of video display terminals are concerned about the safety of these devices. Beyond these automation issues, pressroom staffing or "manning" issues continue for large newspapers, and finally, the entire industry is concerned about the possible insolvency of the Typographical Union's pension plan.