

COPY OF CONTRACT

between

NEWSPAPER PUBLISHERS

and

**HEBREW AMERICAN
TYPOGRAPHICAL UNION
LOCAL 83, I. T. U.**

THIS AGREEMENT, made and entered into thisday of.....by and between thethrough its authorized representatives, and the HEBREW-AMERICAN TYPOGRAPHICAL UNION No. 83, by its officers and a committee duly authorized to act in its behalf, hereinafter called THE UNION, shall be effective beginning January 1, 1955 and ending December 31, 1956.

ARTICLE I

SECTION 1. The NEWSPAPER PUBLISHERS hereby recognizes the union as the exclusive bargaining representative of all employees covered by this agreement. The words "employee" and "employees" when used in this contract apply to journeymen only.

CONSIDERATION

SECTION 2. The NEWSPAPER PUBLISHERS agrees to employ or continue in employment only journeymen in the composing room in accordance with the terms of this agreement. The Union offers to furnish as many competent skilled workmen as may be required by the NEWSPAPER PUBLISHERS for the operation of its composing room, such help to be furnished by the Union at the scale of wages and under the conditions set forth in this contract.

JURISDICTION

SECTION 3. The jurisdiction of the Union is defined as all composing room work of the Publisher and includes classifications such as hand compositors, typesetting machine operators, make-up men, bank men, stonehands, proofreaders and operators of all mechanical devices which cast or compose type or slugs and the Publisher shall make no other contract covering such work.

SECTION 4. In the event of the introduction of any process, machinery, or equipment affecting composing room work as herein defined not in use at the date this contract is effective, or any such process, machinery or equipment used as an evolution of or substitute for current process, machinery or equipment, all questions concerned with the method of operation and the complement of men required shall be determined by a commission made up of two representatives of the employer,

and two representatives of the union, the fifth man to be selected by the four in the case of a deadlock. If the four cannot agree upon the fifth he shall be selected by This commission shall have the power to investigate, hear evidence and decide the method of operation and complement of men for any above-mentioned processes or machinery or equipment. It is mutually agreed that in submitting this question to a fifth man he shall be governed by the agreement of the parties that none but journeymen, as defined in Section 6, Article I of this contract, shall be permitted to work on any such process, machinery or equipment.

SECTION 5. The operation, authority, and control of each composing room shall be vested exclusively in the office through its representative, the foreman, who shall be a member of the Union. In the absence of the foreman, the foreman-in-charge shall so function.

EMPLOYMENT

SECTION 6. In view of the agreement in Section 2 hereof that only journeymen are to be employed, and since it is the desire and intent of the parties to assure insofar as possible the continued maintenance of a high degree of skill in the journeyman classification and a corresponding high degree of quality and quantity of production, it is mutually agreed that journeymen are defined as:

1. Persons who prior to the effective date here-

of worked as such in the composing rooms of papers signatory to this contract.

2. Persons who have passed an examination recognized by both parties to this contract and have qualified as journeymen in accordance therewith.

Persons seeking to qualify as journeymen shall be given an examination under non-discriminatory standards and procedures established by the parties hereto by impartial examiners qualified to judge journeyman competency selected by the parties hereto. In the event agreement cannot be reached on the standards or procedures to be followed, or the examiners to conduct such examinations, the dispute shall be submitted to

..... whose decision shall be final and binding on the parties.

PRIORITY

In hiring new journeyman employees the foreman may not exclude as candidates for employment any individuals who have established competency as journeymen, but must recognize priority as follows:

First: Regular situation holders.

Second: Subject to established hiring practices in departmental offices, other journeymen who have worked in the composing room.

Third: Individuals concerning whose competency as journeymen the foreman has no reason for doubt or persons who have registered for

employment after having passed the examination hereinbefore mentioned.

LAWS

SECTION 7. It is understood and agreed that the General Laws of the International Typographical Union, in effect January 1, 1955, not in conflict with law or this contract, shall govern relations between the parties on conditions not specifically enumerated herein.

SECTION 8. Nothing contained herein shall be construed to interfere in any way with the creation or operation of any rules not in conflict with law or this contract by any chapel or by the union for the conduct of its own affairs.

SECTION 9. NEWSPAPER PUBLISHERS agrees not to require its employees to perform composition or other work executed or to be further worked on, wholly or in part by employees working in plants declared unfair by the union.

SECTION 10. No employee covered by this contract shall be required to cross a picket line established because of an authorized strike by any other subordinate union of the International Typographical Union.

ARTICLE II

SCALES OF WAGES AND HOURS OF WORK

DAY SHIFT

SECTION 1. \$109.00 as of January 1, 1955, for

a week of five days (35 hours), \$21.80 for a shift of 7 hours, including a 25-minute lunch period, hourly rate \$3.11.

NIGHT SHIFT

SECTION 2. \$109.00 as of January 1, 1955, for a week of five days (26¼ hours), \$21.80 for a shift of 5 hours and 15 minutes, including a 20-minute lunch period, hourly rate \$4.15.

WORK SCHEDULES

SECTION 3. Schedules shall be for day shifts from 7 a.m. to 2 p.m. and 11 a.m. to 6 p.m. Any shift ending after 6 pm. shall be considered a night shift.

ARTICLE III

OVERTIME

SECTION 1. Overtime shall apply to work done before as well as after hours specified, and shall be paid for at the rate of time and one-half. When an employee is required by the foreman to work on a regular off-day or off-night or a sixth shift in a financial week he shall be paid overtime for such work.

DISTRIBUTION OF OVERTIME

All overtime to be distributed by the foreman equally as far as practicable. In the event of a charge that a foreman is showing discrimination in this connection, this will be considered a grievance

and it will be the duty of the chairman to immediately take same up with the foreman, and on failing to get a satisfactory adjustment with him, shall report the matter to the officers of the Union who shall take the matters up with the management.

SECTION 2. No employees covered by this agreement shall be required or permitted to hold a situation of more than five days or five nights or a combination of days and nights equivalent to five in one financial week.

HOLIDAYS

SECTION 3. All situation holders shall be entitled to observe and be paid for the following thirteen Jewish holidays: 2 days Rosh Hashana, 1 day Yom Kippur, 4 days Succoth, 4 days Pesach and 2 days Shavuoth.

SECTION 4. In no case shall an employee receive pay for less than a full shift except when discharged for cause or if excused at his own request.

VACATIONS

SECTION 5. The following provisions shall govern the granting of vacations with pay during each current calendar year of the terms of this agreement:

(a) Employees who have held situations during an entire calendar year shall be entitled to four weeks' vacation (not exceeding 20 days) with pay during the succeeding calendar year.

(b) Employees who have worked for part of a

calendar year, shall be entitled during the following calendar year to one day's vacation with pay for each twelve days worked. In figuring the number of vacation days, if there is a remainder constituting a major fraction of a twelve day unit, one additional vacation day shall be given, and if the remainder constitutes less than a major fraction it shall be cancelled.

An employee who is inducted into the Armed Forces of the United States, or who retires on pension, or who is admitted as a resident of the Union Printers Home, or whose employment is terminated for any reason, shall be granted the vacation payment due up to the date he ceases to be an employee of the office. In the event of death of an employee the cash value of all vacation credits due up to the date of his death then shall be paid to the estate of such deceased employee.

PENSIONS

SECTION 6. The Publishers agree to contribute into a Pension Fund an amount equal to 4% of the basic pay (\$21.80) for a shift for each composing room employee, but not more than 5 such shifts in any one week; such payments shall commence as of January 1, 1955, and such rate of 4% shall be in force till September 30, 1955. From October 1, 1955, the rate of payment into this Pension Fund shall be 5% and shall continue till June 30, 1956. Thereafter, the rate of payment into this Pension Fund shall be 6%.

This Pension Fund shall be operated jointly by

the representatives of the Union and the Publishers.

The method of operation of this Pension Fund and the uniform weekly pensions to be paid therefrom to the retired newspaper employees, both those who are now on pension and those who may retire in the future, shall be determined by representatives of the Union and the Publisher.

SICK BENEFITS

SECTION 7. The sick benefits now in force, shall remain in effect, namely:

(a) FORWARD—payment to the sick compositor of an amount equal to 50% of the wages for a period of 13 weeks, less the payments received by the sick member from the State.

(b) DAY—\$75.00 per month, payable into a fund, operated jointly by the chapel and the management.

(c) FREIHEIT—\$20.00 per month, payable into a fund, operated jointly by chapel and management.

ARTICLE IV

DISCHARGE

SECTION 1. When it becomes necessary to decrease the force such decrease shall be accomplished by discharging first the person or persons last employed either as regular employees or as extra employees, as the exigencies of the matter may require. Should there be an increase in the force the persons displaced through such cause shall be rein-

stated in reverse order in which they were discharged before other help may be employed. Upon demand, the foreman shall give the reason for discharge in writing. Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and the substitute oldest in continuous service shall have prior right in the filling of the first vacancy. This section shall apply to incoming as well as outgoing foremen. Demand for written reason for discharge shall be made within seventy-two hours after member is informed of his discharge.

SECTION 2. Any employee who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. Either party may appeal from the decision of the chapel to the local union. From the decision of the local union appeal may be made by either party to the Executive Council of the International Union and a convention as provided by I.T.U. law.

ARTICLE V

TAFT-HARTLEY ACT

SECTION 1. Upon repeal or amendment of the Taft-Hartley Act, any clauses contained in this agreement because of the restrictions of the act or court decree rendered thereunder shall automatically become null and void unless kept alive by an applicable state law.

SECTION 2. If any provision or practice prevailing under previous contracts which has been ex-

cluded from this contract solely because of legal restrictions is determined by legislative enactment or by decision of the court to be legal, then such provisions shall upon written request of the union be immediately effective and enforceable hereunder.

SECTION 3. If any provision of this agreement, at any time during its life, is held by a court of competent jurisdiction to be in conflict with Federal or State Law, then such provision shall continue in effect only to the extent permitted. In the event that any provision of this agreement thus becomes inoperative, the remaining provisions of the agreement shall, nevertheless, remain in full force and effect.

SECTION 4. It is agreed that the only parties to this agreement are NEWSPAPER PUBLISHERS and the Hebrew-American Typographical Union No. 83, I.T.U. It is further agreed that the approval of this agreement by the International Typographical Union as complying with its laws does not make it a party hereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this.....day of.....

For the Newspaper Publishers

ARTHUR L. JACOBS, *Day-Journal*

ALEXANDER KAHN, *Forward*

ARTHUR H. STEIN, *F. & D. Ptg. Co.*

For Hebrew American Typographical Union No. 83

HYMAN STEIN, *President*

Witness to Signatures:

ABE LITTMAN, *Vice President*

This agreement is approved as being in compliance with the laws of the International Typographical Union, as limited by the Taft-Hartley-Law, and the undersigned, on behalf of the Executive Council of the International Typographical Union, hereby pledges, as a matter of union policy only, its full authority under its laws to the fulfillment thereof without becoming party thereto and without assuming any liability thereunder.

WOODROFF RANDOLPH, *President*
International Typographical Union

Hebrew American Typographical Union
Local 83, I. T. U.

HYMAN STEIN, *President*
ABE LITTMAN, *Vice President*
JOHN RIBOLOW, *Secretary-Treasurer*
JACOB WAISBORD, *Recording-Secretary*