

In the Matter of THE CHICAGO DAILY NEWS, INC. and THE CHICAGO  
NEWSPAPER GUILD, C. I. O.

*Case No. 13-R-2234.—Decided May 4, 1944*

*Bell, Boyd and Marshall, by Mr. David Watts, of Chicago, Ill., for the Company.*

*Isserman, Isserman and Kapelsohn, by Mr. Morris Isserman, of Newark, N. J., for the Guild.*

*Mr. Wallace E. Royster, of counsel to the Board.*

DECISION  
AND  
DIRECTION OF ELECTION

STATEMENT OF THE CASE

Upon a petition duly filed by The Chicago Newspaper Guild, C. I. O., herein called the Guild, alleging that a question affecting commerce had arisen concerning the representation of employees of The Chicago Daily News, Inc., Chicago, Illinois, herein called the Company, the National Labor Relations Board provided for an appropriate hearing upon due notice before John R. Hill, Trial Examiner. Said hearing was held at Chicago, Illinois, on March 9, 10, 11, 13, 14, 15, and 16, 1944. The Company and the Guild appeared, participated, and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The Trial Examiner's rulings made at the hearing are free from prejudicial error and are hereby affirmed. All parties were afforded opportunity to file briefs with the Board.

Upon the entire record in the case, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE COMPANY

The Chicago Daily News, Inc., is an Illinois corporation engaged in Chicago, Illinois, in the publication of a daily newspaper, The Chicago Daily News. The principal raw materials used by the Company are newsprint and ink. During 1943 the Company used 31,847

tons of paper having a value of \$1,719,873, and 1,013,228 pounds of ink having a value of \$35,886. All the paper was shipped to the Company from points outside Illinois. The Company sells its cartoons and serial stories to other newspapers, miscellaneous items to the public, and engraving work to the Chicago Sun, advertisers, and others. The Company uses the news features and photo services of Bell Syndicate, Associated Press, United Press, United Features, Wide World Photos, Washington News Service, Register and Tribune Syndicate, Press Features Syndicate, Publishers' Syndicate, New York Herald Tribune, LaFave and Acme News Pictures. The daily average circulation of The Chicago Daily News for the year 1943 was 413,763, of which approximately 5 percent was sent to points outside Illinois. The Company carried a total of 12,514,312 lines of advertising in its newspaper during 1943, of which approximately 28 percent was national advertising.

The Company concedes, and we find, that it is engaged in commerce within the meaning of the National Labor Relations Act.

## II. THE ORGANIZATION INVOLVED

The Chicago Newspaper Guild is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the Company.

## III. THE QUESTION CONCERNING REPRESENTATION

On November 30, 1943, the Guild advised the Company that it represented a majority of the Company's editorial department employees, and requested recognition as exclusive bargaining agent for those employees. The Company refused to extend recognition until the Guild is certified by the Board as such representative.

A statement of the Field Examiner, introduced in evidence at the hearing, indicates that the Guild represents a substantial number of the Company's employees in the unit hereinafter found appropriate.<sup>1</sup>

We find that a question affecting commerce has arisen concerning the representation of employees of the Company, within the meaning of Section 9 (c) and Section 2 (6) and (7) of the Act.

## IV. THE APPROPRIATE UNIT

The parties agree that the editorial department employees of the Company constitute an appropriate bargaining unit, and further agree that the editor, the managing editor, and the woman's editor are execu-

<sup>1</sup>The Field Examiner stated that the Guild submitted 96 designations dated principally in 1943, of which 66 bore the apparently genuine signatures of persons whose names appear on the Company's pay roll. There are approximately 167 employees in the appropriate unit.

tives of the Company, and as such should be excluded from the bargaining unit.<sup>2</sup> There is a dispute, however, concerning a number of employees in several categories whom the Guild would exclude, and the Company would include.<sup>3</sup> We will set forth in the following paragraphs a brief description of the authorities and duties of the employees to whom the disputes pertain:

*The news editor*, Everett Norlander, is in charge of the composition of the paper and may be described as coordinator of news. He decides the amount of space to be given each day to the news items collected by the various departments of the Company. He participates in regular daily news conferences with the city editor, head make-up man, make-up editor, picture editor, photograph editor, foreign editor, cable editor, and sometimes the managing editor, and editor. He is in charge of the editorial department in the absence of the managing editor and editor, and interviews applicants for employment. His recommendations on hiring are generally approved by the managing editor or the editor. His salary is higher than that of the other department heads.

*The city editor*, Clem Lane, is in charge of the city desk, and of the 40 reporters and rewrite men who collect and write local news. He gives assignments to the reporters, interviews applicants for employment, and makes recommendations to the Company concerning hire, discharge, and salary increases.

*The head make-up man*, Edward Akers, is sometimes called chief make-up editor. He supervises and directs four make-up men in allocating news matters to the various pages of the paper, and the physical assembly of the stories and pictures on the "dummy." The make-up men consult him for decisions on the play of stories and headlines, and are responsible to him for the quality of their work. It is not apparent that Akers has authority to hire or discharge, or effectively to recommend such action. However, we are of the opinion that he functions as a member of the hierarchy of management.

*The financial editor*, Herman G. Seely, is in charge of the financial page over a staff of nine. He interviews applicants for employment, and has authority to make recommendations concerning hire, discharge, and wage increases. His salary is at least 25 percent higher than that of any other employee in his department.

*The sports editor*, John Carmichael, is in charge of the sports department which has a staff of 12. He interviews applicants for em-

<sup>2</sup> Such bargaining units are customary in the newspaper field and have been approved by the Board in a number of decisions. See *Matter of New York Times Company*, 32 N. L. R. B. 928, and *Matter of Seattle Times Company*, 46 N. L. R. B. 1019.

<sup>3</sup> A list of editorial department employees was introduced in evidence as Company's exhibit No 2. Assuming the accuracy of the list, the parties agree that all employee categories named therein, except those as to which specific contention is made, should be included in the bargaining unit.

ployment, and has authority to recommend hire, discharge, transfers, and wage increases. His salary is at least 25 percent greater than that of any other employee in the sports department.

*The assistant sports editor*, Joseph Rein, is in charge of the department during the protracted absences of the sports editor. At all times, Rein gives most of the assignments to the younger reporters, and may make changes in working hours of an individual. While Rein's duties are generally rather mechanical and routine, the sports editor is absent from the department for 4 to 6 months in the year, and during such absences Rein's authority and duties are augmented. Although there is testimony that the managing editor watches the operation of the sports department closely, it is obvious that much of the supervision must rest upon Rein when Carmichael is absent.

*The foreign editor*, Carroll Binder, with the approval of the editor, hires and fixes the salaries of foreign correspondents and the employees of the New York office. In his department he seems to be subject only to the authority of the editor and like the head make-up man, is a member of the executive staff of the Company.

*The State editor*, Guy Housley, is responsible for getting out a post-dated State edition which goes to press in the early evening. He is assisted by three copy readers, and obtains much of the news for this edition from down-State correspondents. While there is no showing that he has authority to recommend hire, transfer, discharge, or wage increases for the employees working under him, it is clear that he has a managerial responsibility by determining the content of the State edition, and his salary is substantially greater than that of the other employees under his direction.

*The head copy reader*, Clifford Hall, is in charge of the copy desk in the city news room. He assigns copy to the six copy readers at the desk with him, and arranges work and vacation schedules. He interviews applicants for employment, and is consulted by the news editor as to the proficiency of the copy readers. He has authority to recommend hire, transfer, discharge, and wage increases.

*The picture editor*, Gilbert Gallaher, passes upon the work of a staff of three to four persons who write captions for pictures, and selects for publication pictures received from various sources. He has frequent discussions with the managing editor and the city editor, and attends news conferences. He makes requests of the photo manager for pictures of current interest. While it is not clear that he has authority to hire, discharge, or to recommend such action, it is certain that he has definite managerial responsibility in determining the picture content of the paper, and his salary is greater than that of any other employee on the picture desk.

*The photo manager*, Andrew Miller, supervises a staff of 14 photographers. As requests for pictures come in, he assigns photographers

and takes some assignments himself. He approves negatives and prints before they are sent to the picture desk. He interviews applicants for employment, and appears to have authority effectively to recommend wage increases.

*The art director*, Bernard Halliday, is in charge of the art department and its staff of nine artists who prepare pictures and maps for publication. His salary is at least 25 percent greater than that of any other employee in the department. He interviews applicants for employment, to determine their aptitude, and his recommendations concerning their hire are given great weight. He has authority to recommend wage increases.

*The copy boy director*, Jack Gullickson, is in charge of 10 copy boys who are the messengers in the editorial department. He himself performs the work of a copy boy, but also interviews applicants for employment, and has authority to recommend hire and discharge.

*The librarian*, Thomas V. Sayers, is in charge of the library staff of six. While the duties of the employees are routine and require little supervision, it appears that Sayers interviews applicants for employment, and can recommend their hire. His salary is at least 25 percent greater than that of anyone on his staff, and his function as librarian is managerial.

*The editorial auditor*, Norman Weisbaum, is in the office of the managing editor, and along with other duties is secretary to the managing editor. He handles the auditing work entailed in salary changes and discusses hiring, discharging, and salary increases with the managing editor. He also interviews those who apply for employment in the library or as copy boy, and his recommendations in respect to the applicants are effective.

We are persuaded that all the employees whose duties and authority we have discussed above should be excluded from the bargaining unit. While it is true that not all of them possess supervisory authority within the usual meaning of the term, it is clear that with the exception of Weisbaum, whose duties appear to be confidential, all have definite managerial duties and responsibilities in connection with the publication of the Company's paper.

*New York City employees, foreign correspondents, and Washington office employees*

The Guild opposes the inclusion of employees other than those working in the Chicago editorial office of the Company. Employees in the New York and Washington offices, and foreign correspondents are geographically separated from the bulk of the unit, and the Guild has made no effort to secure members among them. These circumstances afford valid support to the Guild's position and we shall exclude the

New York City employees, the foreign correspondents, and the Washington office employees from the bargaining unit. *Victor Gordon-Lennox*, one of the foreign correspondents, is a British subject who was employed by the Company in London. He is now working in Chicago on a temporary assignment, and will soon return to work in a foreign field. We are of the opinion that Victor Gordon-Lennox, as a foreign correspondent temporary in the United States, should not be included in the bargaining unit.

*The assistant woman's editor*, Marriott Taylor, occupies a position under the woman's editor similar to that of the assistant news editor whom the Guild would include. It is clear that the management of the department reposes solely in the woman's editor and that Taylor exercises no supervisory or managerial authority. We shall, therefore, include Taylor in the bargaining unit.

*Secretaries.* The Guild opposes the inclusion of *Beatrice Kerlin*, secretary to the editor, *Robert Himley*, secretary to the news editor, and *Marian Avery*, secretary to the foreign editor, but agrees that *Florence Hartman*, secretary to the woman's editor, may be included. Secretaries to executives of an employer are ordinarily excluded from bargaining units upon the practical consideration that such employees by reason of their work are generally entrusted with confidential information pertaining to labor relations. The case before us does not, however, call for the application of this rule. The Company denies that any of the secretaries in question is the recipient of such confidential information and there is no evidence to the contrary. Himley, in particular, does only a little secretarial work of a very informal nature and is occupied principally in editing listings of radio programs. Under these circumstances, we find no reason to exclude the secretaries from the bargaining unit.

In conformance with the conclusions above, and otherwise in accordance with the agreement of the parties, we find that all employees of the Company in the editorial department in Chicago, Illinois, including assistant city editors, assistant to the foreign editor, make-up men, assistant woman's editor, telegraph desk men, special writers, copy readers, rewrite reporters, reporters, caption writers, editorial writers, columnists, market report clerks, secretaries, stenographers, editorial assistants, assistant librarian, library clerks, clerk, receptionist, copy boys and copy girls, cartoonists, artists, apprentice artists, feature photographers, studio printers, and photographers, but excluding the editor, the managing editor, the woman's editor, the news editor, the city editor, the head make-up man, the picture editor, the financial editor, the sports editor, the foreign editor, the State editor, the assistant sports editor, the head copy reader, the editorial auditor, the librarian, the copy boy director, the photo manager, the

art director, the foreign correspondents, the New York Office employees, the Washington office employees, and supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9 (b) of the Act.

#### V. THE DETERMINATION OF REPRESENTATIVES

We shall direct that the question concerning representation which has arisen be resolved by means of an election by secret ballot among the employees within the appropriate unit who were employed during the pay-roll period immediately preceding the date of the Direction of Election herein, subject to the limitations and additions set forth in the Direction.

#### DIRECTION OF ELECTION

By virtue of and pursuant to the power vested in the National Labor Relations Board by Section 9 (c) of the National Labor Relations Act, and pursuant to Article III, Section 9, of National Labor Relations Board Rules and Regulations—Series 3, it is hereby

DIRECTED that, as part of the investigation to ascertain representatives for the purposes of collective bargaining with The Chicago Daily News, Inc., Chicago, Illinois, an election by secret ballot shall be conducted as early as possible, but not later than thirty (30) days from the date of this Direction, under the direction and supervision of the Regional Director for the Thirteenth Region, acting in this matter as agent for the National Labor Relations Board, and subject to Article III, Sections 10 and 11, of said Rules and Regulations, among the employees in the unit found appropriate in Section IV, above, who were employed during the pay-roll period immediately preceding the date of this Direction, including employees who did not work during said pay-roll period because they were ill or on vacation or temporarily laid off, and including employees in the armed forces of the United States who present themselves in person at the polls, but excluding any who have since quit or been discharged for cause, and have not been rehired or reinstated prior to the date of the election, to determine whether or not they desire to be represented by The Chicago Newspaper Guild, affiliated with the Congress of Industrial Organizations, for the purposes of collective bargaining.