

In the Matter of MONMOUTH COUNTY PUBLISHING CO., INC. and
AMERICAN NEWSPAPER GUILD

Case No. C-698.—Decided July 29, 1938

Newspaper Publishing Industry—Settlement: agreement to comply with Act—
Order: entered on stipulation.

Mr. Christopher W. Hoey, for the Board,
Mr. Thomas P. McKenna, of Long Branch, N. J., for the respondent.
Isserman, Isserman & Kapelsohn, by *Mr. Morris Isserman*, of New-
ark, N. J., for the Guild.
Mr. Joseph B. Robison, of counsel to the Board.

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by American Newspaper Guild, herein called the Guild, by Morris Watson, its vice president, the National Labor Relations Board, herein called the Board, by the Regional Director for the Second Region (New York City), issued its complaint dated April 8, 1938, against Monmouth County Publishing Co., Inc., Long Branch, New Jersey, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint and notice of hearing were duly served upon the respondent and the Guild.

The respondent filed an answer dated April 14, 1938, in which it denied each of the allegations of the complaint, and alleged certain additional facts concerning its operations. It also filed a demand for a bill of particulars concerning certain of the facts alleged in the complaint.

Prior to the commencement of the hearing, which, pursuant to amended notices of hearing served on all the parties, had been postponed to June 14, 1938, the respondent, the Guild, and representatives of the Board entered into a stipulation, settling the case, which is set

out in full in Section II below. On June 17, 1938, the Board issued an order approving the above stipulation and making it a part of the record in this proceeding and ordering further, in accordance with Article II, Section 37, of National Labor Relations Board Rules and Regulations—Series 1, as amended, that the proceedings be transferred to and continued before it. Thereafter the Board was informed by the Regional Director that the respondent had performed those affirmative acts to which it agreed in the stipulation.

Upon the basis of the stipulation and the entire record in the case the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent is engaged in the business of publishing and circulating a daily newspaper and in job printing in Long Branch, New Jersey. The principal raw materials used by the respondent are newsprint and ink, of which approximately 90 per cent is shipped to the respondent's plant from outside the State of New Jersey. Approximately 50 per cent of the news carried in the columns of the respondent's newspaper is obtained from sources outside the State of New Jersey. There is a constant flow of interstate news edited in Newark, New Jersey, into the respondent's editorial rooms. The mechanical equipment of the respondent's plant and the machinery replacements used in the plant are considered as raw materials, and approximately 75 per cent are shipped from outside the State of New Jersey. Approximately 35 per cent of the advertising carried by the respondent's newspaper in its columns is national advertising shipped to the respondent from outside the State of New Jersey, and advertising products manufactured outside the State of New Jersey. The respondent's advertising representative is Pruden, King & Pruden, Inc., whose offices are located in New York, Colorado, Illinois, and California. The respondent's newspaper carries in its columns daily comic strips, photos, cartoons, editorials, and other syndicated features obtained from outside the State of New Jersey, which features constitute 12½ per cent of the total make-up of the paper.

The respondent's president is a member of the Associated Press, a national and international news-gathering agency. As a member of the Associated Press, he receives Associated Press news from the Newark office of that agency, over a direct wire located in the respondent's plant, which transmits the news to teletype printers installed in the editorial office of the respondent. As a member of the Associated Press, Edwin D. DeWitt, the respondent's president, is responsible to the Associated Press for local news coverage wired to Newark, New

Jersey. The Associated Press is entitled to the exclusive use of the local news published in the columns of the respondent. DeWitt is obliged to transmit much of the local news to the Associated Press for distribution over its wire service system to newspapers outside of the State of New Jersey. DeWitt is an integral part of the Associated Press system and all of the editorial employees are engaged, from time to time, in giving service to the Associated Press system.

The daily circulation of the respondent's paper is approximately 10,987 of which approximately 51 copies are shipped outside the State of New Jersey.

The aforesaid operations of the respondent constitute trade, traffic, and commerce between the several States of the United States.

II. THE BASIS OF THE SETTLEMENT

The above-mentioned stipulation provides as follows:

In settlement of this case, Monmouth County Publishing Co., Inc., the American Newspaper Guild, and the National Labor Relations Board, Second Region, through its Regional Director, agree as follows:

1. The correct corporate title of the respondent is Monmouth County Publishing Co., Inc.

2. Monmouth County Publishing Co., Inc. at 192 Broadway, Long Branch, New Jersey, conducts its newspaper publishing and job printing business.

3. Without in any way admitting the allegations in the Complaint, Monmouth County Publishing Co., Inc. shall cease and desist:

a. From interfering, restraining, or coercing its employees in the exercise of their right to self-organization, to form and join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection;

b. From discouraging membership in the American Newspaper Guild or any other labor organization by discrimination in regard to hire or tenure of employment or any term or condition of employment.

4. Monmouth County Publishing Co., Inc. will take the following affirmative action in order to effectuate the policies of the National Labor Relations Act:

a. Offer to Harry Carlin immediate and full reinstatement to his former position, without prejudice to his seniority or other rights and privileges previously enjoyed but at the presently existing wage rate;

- b. For the purpose of making whole the persons named in paragraph 3 of the Complaint, and each of them for any losses of pay they have suffered by reason of their discharge, and for the purpose of making whole the following three employees:

George M. Fannin, Jr.

Harry Carlin.

George McMillan.

Pay to the Regional Director of the Second Region for distribution to said three employees, the sum of \$1,000. This payment to be made by Monmouth Publishing Co., Inc. is in full settlement of all claims for back pay against Monmouth Publishing Co., Inc. and Edwin D. DeWitt by all employees named in the Complaint.

- c. Post notices in conspicuous places throughout its plant at 192 Broadway, Long Branch, New Jersey, stating:

(1) That the respondent will not interfere as provided above;

(2) That such notices will remain posted for a period of at least 30 days from the date of posting.

5. An order based on the terms of this agreement may be made by the National Labor Relations Board.

6. Monmouth County Publishing Co., Inc. for the purpose of this settlement consents to the jurisdiction of the National Labor Relations Board; and only for the purpose of this settlement concedes that it is engaged in interstate commerce within the meaning of the National Labor Relations Act.

7. Monmouth County Publishing Co., Inc. states the following facts with respect to the nature of its business:

It is engaged in the business of publishing and circulating a daily newspaper and job printing in the City of Long Branch, New Jersey;

The principal raw materials used by the respondent are newsprint and ink, of which approximately 90 percent are shipped to respondent's plant from outside the State of New Jersey;

Approximately 50 percent of the news carried in the columns of the respondent's newspaper is obtained from sources outside the State of New Jersey;

There is a constant flow of interstate news edited in Newark, New Jersey, into the editorial rooms of the respondent's company;

The mechanical equipment of respondent's plant and the machinery replacements used in the plant are considered as raw

materials of the company and approximately 75 percent are shipped from outside the State of New Jersey;

Approximately 35 percent of the advertising carried by respondent's newspaper in its columns is national advertising, shipped to respondent from outside the State of New Jersey, and advertising products manufactured outside the State of New Jersey;

Respondent's advertising representative is Pruden, King & Pruden, Inc., whose offices are located in New York, Colorado, Illinois; and California;

Respondent's newspaper carries in its columns daily comic strips, photos, cartoons, editorials, and other syndicated features obtained from outside the State of New Jersey, which features constitute 12½ percent of the total make-up of the paper;

The President of the respondent company is a member of the Associated Press—a national and international news gathering agency. As a member of the Associated Press, he receives Associated Press news from their Newark office over a direct wire located in the respondent's plant which transmits the news to teletype printers installed in the editorial office of the respondent;

As a member of the Associated Press, Mr. Edwin D. DeWitt, President of the respondent company, is responsible to the Associated Press for local news coverage wired to Newark, New Jersey. The Associated Press is entitled to the exclusive use of the local news published in the columns of the respondent. Mr. Edwin D. DeWitt, President of respondent company, is obliged to transmit much of the local news to the Associated Press for distribution over its wire service system to newspapers outside of the State of New Jersey;

Mr. DeWitt, President of respondent company, is an integral part of the Associated Press system and all of the editorial employees are engaged, from time to time, in giving service to the Associated Press system;

The daily circulation of the respondent's paper is approximately 10,987, of which approximately 51 copies are shipped outside the State of New Jersey.

This stipulation is submitted subject to the approval of the National Labor Relations Board, Washington, D. C.

ORDER

On the basis of the above stipulation and findings of fact, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that Monmouth County

Publishing Co., Inc., Long Branch, New Jersey, its officers, agents, successors, and assigns, shall:

1. Cease and desist:

(a) From interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form and join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection;

(b) From discouraging membership in the American Newspaper Guild or any other labor organization by discrimination in regard to hire or tenure of employment or any term or condition of employment.

2. Take the following affirmative action in order to effectuate the policies of the National Labor Relations Act:

(a) Offer to Harry Carlin immediate and full reinstatement to his former position, without prejudice to his seniority or other rights and privileges previously enjoyed but at the presently existing wage rate;

(b) For the purpose of making whole the persons named in paragraph 3 of the Complaint, and each of them for any losses of pay they have suffered by reason of their discharge, and for the purpose of making whole the following three employees:

George M. Fannin, Jr.

Harry Carlin

George McMillan

pay to the Regional Director of the Second Region for distribution to said three employees, the sum of \$1,000. This payment to be made by Monmouth Publishing Co., Inc., is in full settlement of all claims for back pay against Monmouth Publishing Co., Inc., and Edwin D. DeWitt by all employees named in the Complaint;

(c) Post notices in conspicuous places throughout its plant at 192 Broadway, Long Branch, New Jersey, stating (1) that the respondent will not interfere as provided in paragraph 1 above; (2) that such notices will remain posted for a period of at least thirty (30) days from the date of posting.