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Cooperation, conciliation, and continuity: The evolution of a modern grievance procedure in the Columbus Typographical Union No. 5, 1859–1959

Stanger, Howard Rick, Ph.D.

The Ohio State University, 1994
COOPERATION, CONCILIATION, AND CONTINUITY: THE EVOLUTION OF A MODERN GRIEVANCE PROCEDURE IN THE COLUMBUS TYPOGRAPHICAL UNION NO. 5, 1859-1959

DISSERTATION

Presented in Partial Fulfillment of the Requirements for the Degree Doctor of Philosophy in the Graduate School of The Ohio State University

By

Howard Rick Stanger, B.A., M.A., M.L.H.R.

*****

The Ohio State University

1994

Dissertation Committee:
Stephen L. Mangum
Warren Van Tine
Stephen M. Hills

Approved by

Advisor

Graduate Program in Labor and Human Resources
To My Family and to the Memory of My
Grandfather, Bernardo Ferrantella
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VITA

July 15, 1963 ............................................................... Born, New York City

1985 ........................................................................ B.A., Queens College, Queens, New York

1987 ........................................................................ M.A., Rutgers University, New Brunswick, New Jersey

1987-1988 .................................................................. Labor Research Analyst
City of New York

1988-Present ............................................................. Graduate Teaching Assistant
The Ohio State University
Columbus, OH

1992-1993 ............................................................. Executive Compensation Analyst
Banc One Corporation
Columbus, OH

FIELDS OF STUDY

Major Field: Labor and Human Resources

Minor Field: Industrial Relations, Human Resources, History
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### Vita

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INTRODUCTION

On October 8, 1904, President James M. Lynch of the International Typographical Union (ITU) resolved a rather complex case involving Foreman David McDonald of the Columbus Citizen and members of the Columbus Typographical Union No. 5. The case of McDonald v. Local 5 began in May, 1904, after McDonald hired Albert Huffman ahead of two other recognizably competent men with greater seniority. The foreman's actions caused great confusion and consternation among local union printers, and violated Section 95, ITU General Laws, which governed personnel decisions affecting seniority.¹

At the time he caught on at the Citizen, Huffman, had been employed elsewhere. Besides his alleged violation of seniority rules, McDonald found himself further enmeshed in another dispute involving a discharge for violating a departmental rule. According to the testimony, management posted department rules in a most conspicuous manner.

¹ This section dealt with what the ITU termed "priority." In common industrial relations parlance, priority was the same as seniority. The ITU unilaterally determined its general laws (used synonymously throughout this dissertation with "craft rules" or "laws"). If an employer recognized the union, it also agreed to abide by these laws. When collective bargaining appeared in Columbus's printing trades in 1902, ITU rule-making persisted although the parties jointly established other conditions of employment. ITU General Laws were incorporated into collective agreements and could not be subject to impartial arbitration. After the passage of the 1947 Taft-Hartley Act, typical contracts provided that ITU General Laws, "not in conflict with law or this agreement, shall govern relations between the parties on conditions not specifically enumerated herein." In other words, contracts and ITU laws operated contemporaneously and were not necessarily distinct.
After both the chapel\textsuperscript{2} and the union voted to reinstate the discharged man, McDonald refused to comply, arguing that only the foreman had the right to interpret department rules. As a member of the union, McDonald was subject to both the laws and regulations of the ITU and Local 5. Because of his contemptuous behavior and failure to follow proper procedures, the local union president, Harry Wolfe, fined McDonald $25. Although McDonald felt the fine to be excessive, it was the result of a compromise made by local officers: The union considered Wolfe's initial request for a 15-day suspension too harsh. For President Lynch of the ITU, the penultimate arbiter\textsuperscript{3} in the settlement of internal union disputes, the challenge was to sort through the complex record submitted to him by the local disputants, interpret Section 95, ITU General Laws, and write a fair and impartial decision.\textsuperscript{4}

According to ITU laws at the turn of the century, when a dispute arose between two members of the union over the interpretation of union laws or rules, it was a matter to be decided exclusively within the ITU, the employer having no role in the settlement (see Feller, 1974; Jacoby, 1986; Perlman, 1928). This internal grievance process had defined steps and procedures that had to be followed. Failure to do so by the disputants resulted in the case's dismissal. In the case at hand, McDonald's argument failed to persuade both the chapel and Local 5's three-man Executive Committee. Feeling aggrieved, McDonald then wrote to President Wolfe arguing that "every man accused of a

\textsuperscript{2} Printers referred to their workplace as a chapel. Each printing office had its own chapel. For example, the workplace at the Citizen was called the Citizen chapel; the shop owned by F. J. Heer was called the Heer chapel. The origins of the term are discussed later.

\textsuperscript{3} From the decision of the ITU Executive Council, on which Lynch sat, an aggrieved party could appeal the case to the next convention, provided he or she followed the correct administrative procedures.

\textsuperscript{4} In later years, the secretary-treasurer wrote most of the decisions.
crime or misdemeanor is entitled to his God-given right of a trial by a jury of his peers. This I seem to have been denied. I have no desire whatever to violate the laws of the union nor the orders of the Executive Committee, and do not think for one moment I have done so."

Although the next step in the appeals process would have involved the local union, President Wolfe felt that it was not the proper body to judge the case, "as it resolves itself into the ridiculous situation of a parliamentary body sitting in judgment upon its own actions." After being fined at the union's regular August meeting, McDonald, following ITU law, appealed his case to the ITU Executive Council.

In this case, McDonald found himself at the center of an eternal conflict between labor and management; that is, the foreman's duties in getting out quality work, and the employee's right to justice and fairness on the job. To make matters more difficult for McDonald, he also had to adhere to the union's rules and procedures. By the time the case arrived at ITU's Indianapolis headquarters, the infusion of personalities and discrepancies in testimony made it even more complicated.

In writing the opinion, Lynch argued that the case should be decided solely on the alleged violation of Section 95. In referring to the position that McDonald filled, Lynch argued that it was not an ordinary one that a journeyman printer fills, but a position of great responsibility. As such, Foreman McDonald had the right to fill this position with any member whom he believed competent. Moreover, this position was not one that was covered under ITU priority law. Therefore, because foreman-related positions were exempt, the ITU permitted any printer holding a union card to work at this job: "The necessary competency is a matter solely for the foreman to determine."
Following this reasoning, Lynch concluded that Local 5 was out of line when it required that certain of its members receive positions in the office over which McDonald is foreman. Despite McDonald not following the local's rules and procedures to the letter, Lynch believed that the $25 fine levied against him was excessive.

Thus on October 8, 1904, after almost five months, the local union recorded the first appeal to the ITU Executive Council in a decision that favored the foreman. Apparently, the local accepted the decision because it did not bring the case to the ITU's next annual convention, the final step in the appeals process (Columbus Typographical Union No. 5 Records, MSS 125, Box 20, Folder 5, Ohio Historical Society; herein referred to by date, box, and folder number).

The focus of this study is on the resolution of shop-floor disputes, similar to the one decided by Lynch. The major emphasis is on the process by which the parties attempted to resolve grievances, although the particular issues are also examined. Both are bound inextricably; as such, no attempt is made to ignore one or the other. ITU members adjusted many disputes to their satisfaction and did not require appeals to higher union tribunals; other disputes were resolved jointly by labor and management representatives. Employers

5 Gordon & Fryxell (1993), in summarizing grievance scholarship from an organizational justice perspective, argue that "Many complaints never reach the first formal step in the grievance procedure because they are settled informally" (p. 233). While such resolution is more expedient, less costly, and affords the employee justice, it does not generate a paper trail of paper which can be studied. The authors continue: "As a result, statistics on grievance filings are assumed to present a biased picture of grievance activity because they measure only the number and type of complaints that cannot be resolved informally and, therefore, are put in writing "(p. 233).

This does not pose much of a problem in this dissertation because it is not concerned with using the number of grievances as a variable. Although one can never be certain that written grievances are similar or different to unwritten ones, what matters more are those issues that affected printers the most; these grievances found their way into the union's record.
could settle workplace problems either through association or as a single entity. Bilateral grievance procedures are typical of the way contemporary grievances are handled.

An example of a bilateral approach occurred in a 1950 dispute at the Columbus Citizen, where representatives of Local 5 and the Columbus Newspaper Publishers' Association operated jointly through the Newspaper Joint Standing Committee. In this particular case, the union grieved that the Citizen had violated Section 1, Article IV, of the newspaper labor agreement when it hired a sixth apprentice before it hired the sixty-first journeyman. This action caused the contractually-stipulated ratio of apprentices to journeymen to be upset. The union suggested that the company correct this action by either hiring one more regular journeyman, or by laying-off the last apprentice hired. The company argued that at the time it hired the last apprentice, it employed the required number of journeymen. It also asserted that during the most recent contract negotiations, the union gave them assurances that it would be unnecessary to lay off an apprentice, even though they were admittedly below the required number of journeymen. As a result of failing to arrive at a mutually acceptable settlement, the union, in a meeting on February 5, contacted representatives of the Columbus Citizen, the Ohio State Journal, and the Columbus Dispatch to inform them of its desire to meet collectively as the Joint Standing Committee, as provided in the newspaper agreement, Article I, Section 11.6

6 There were four members on these joint committees in both the newspaper and commercial branches of the industry. Therefore it was possible that a member from the shop at which the dispute originated would not be part of the settlement process at this level in the grievance procedure. However, there was no indication in the union's minutes that this ever presented a problem to any employer.
From 4 to 7 p.m., Wednesday, February 15, 1950, representatives of the local newspaper publishers and the local union conferred in the office of the Citizen's editor. As a result of both sides failing to reach a compromise, a stalemate ensued. At this time, the publishers requested that the dispute be sent to arbitration, as provided in the agreement. However, in order to avoid the expense and time involved, the union offered an alternative: that apprentice Charles E. Thomas, whose term of apprenticeship was sent to expire in May 1950, be upgraded to journeyman status. By upgrading Thomas the number of apprentices in the Citizen composing room would be in line with the required ratio. As part of this compromise, the publishers agreed that the number of apprentices in the Citizen composing room would not again exceed five "unless and until all parties concerned are reasonably assured that the ratio prescribed in the Contract will be fully complied with." At its regular March 5 meeting, the union accepted the compromise and obligated Apprentice Thomas to full journeyman status. In a March 6 letter addressed to the two publisher members of the Joint Standing Committee, the union requested that the contractually-stipulated Joint Apprenticeship Committee be constructed so that apprentice hiring procedures would be in conformity with Section 2a, Article IV, of the contract (Box 37, Folder 5).

In the two cases described above, and the many that preceded and followed them, the parties resolved grievances without recourse to strikes or lockouts; many were also settled informally through cooperative, problem-solving means. This is a major theme in this dissertation. The grievance procedure is now a ubiquitous feature of labor agreements. According to The Bureau of National Affairs' "Basic Patterns in Union Contracts" (1992), which
surveys a cross-section of labor agreements every three years, grievance and arbitration procedures are found to exist in all 400 of the surveyed contracts.

The industrial relations scholars Sumner Slichter, James Healy, and E. Robert Livernash (1960) note that while no reliable figures can be found on the use of grievance arbitration before 1940, probably fewer than 8-10% of the labor agreements in effect in the early 1930s provided for arbitration as the final step in the grievance procedure. By 1944 the Bureau of Labor Statistics estimated that about 73% of the labor agreements had a grievance arbitration clause. The figure rose to 83% in 1949; 89% in 1952; and by 1960, 90-95% of contracts contained such clauses. Slichter et al. (1960) argue that the major change in grievance arbitration came between 1940 and 1960, with the rise of industrial unionism and stable collective bargaining in heavy industry. They also note that prior to this time, voluntary agreements operated in printing, shoes, apparel, and the coal mining industries. The parties in these industries made explicit contractual commitments to settle disputes without strikes.

To date, researchers have not attempted any localized in-depth studies to examine how grievance procedures formed and evolved. Were disputes always handled in a very formal and step-like manner, or did the labor-management relationship take on more structured features over time and, if so, why and when did such formality arise? How did the parent union's actions affect the development of workplace dispute resolution at the local level? Similarly, what external factors affected this process? Did national political, legal, economic, and industrial relations events impinge upon the relationship between the parties? If so, how? Finally, can generalizations from one local's experience be broadened to other unions, both craft and industrial? An attempt to answer these and other questions is made here by examining the Columbus
Typographical Union No. 5's grievance records. Local 5 was a craft union which functioned within the medium-sized, midwestern city of Columbus, Ohio.

The International Typographical Union, until its merger into the Communications Workers of America in 1987, was the oldest, continuous labor organization in America. Founded in 1852 as the National Typographical Union, it changed its name to the International Typographical Union in 1869 after admitting a Canadian local to membership. Much of what scholars have written about the ITU concerns its rise from a collection of local printing societies to a strong national union; the development of its internal government and unique and democratic two-party political system, complete with its own explicit laws and rules governing work relations; how collective bargaining developed; and aspects of its culture and trade union philosophy (see Barnett, 1909; Lipset, Trow, & Coleman, 1956; Loft, 1942; Perlman 1928; Porter, 1954, Tracy, 1913; Ulman, 1952).

While some scholars have attempted to describe the process by which the union settled internal disputes (Feller, 1974; Jacoby, 1986; Perlman, 1928; Porter 1954), they either relied on the ITU's constitution for evidence or focused on large locals like No. 6 in New York City. Moreover, such studies are concerned only with the issues of priority and discharge. Those studies that described the process of grievance arbitration, either told the story of the rise and fall of the International Arbitration Agreements between the ITU and the American Newspaper Publishers Association, during the years 1901-1922, or just described a general framework of the steps necessary for the resolution of grievances (Burns 1942; Lipset et al., 1956; Perlman 1928; Weiss, 1923). In general, the rich scholarship of the ITU and its bargaining relationships,
nationally and locally, fails to incorporate the details of how the parties addressed specific workplace labor disputes over time.

A gap in the industrial relations literature also exists in regard to the development of grievance arbitration in the United States. For example, Lewin and Peterson's book, *The Modern Grievance Procedure in the United States* (1988), discusses the historical development of the grievance procedure in America in about two pages, with a focus mainly on the period since World War Two, and their conclusion about what this history means is rather shallow. They argue: "In sum, substantial changes in grievance procedures have occurred over the last several decades. Chief among these, perhaps, is that the grievance procedure has become largely an adjudicative process whereas it was once largely a problem-solving process" (p.13). While this might be true in general, they provide no specific, local evidence to support their summary statement, especially in the period preceding WW II.

The development of grievance arbitration in anthracite coal mining and in the ladies' and men's clothing industry has been described in a variety of places (see Berman, 1956; Chamberlain, 1951; Jacoby, 1986; Suffern, 1926; Sydenstricker, 1916). In these accounts, labor unrest and violence gave impetus to the formation of dispute resolution machinery, often with the assistance of either the government or other prominent parties. In the Columbus printing trades, no such conflict preceded the rise of formal grievance procedures. Here, national union and political events were more important. Moreover, the literature describing anthracite coal mining and clothing grievance procedures covers only a short historical period, summarizes data at the level of the industry without describing in detail grievance resolution among specific parties, and only outlines the steps in the process. In short, while the
rise of formal grievance procedures in these two industries predates WW II, there still exists a vague understanding of how grievance systems evolved. This dissertation attempts to fill in some of the missing information of early (pre-WW II) grievance procedures.

Traditional grievance procedure scholarship has examined the following aspects: the characteristics of the grievance filers, the effects of union and management leadership patterns on grievance rates, organizational structure and the incidence of grievance activity, and personality traits and grievance behavior. Current research directions include the examination of post-grievance outcomes (Gordon & Fryxell, 1993; Lewin & Peterson, 1988); the existence, shape, use, and outcome of grievance systems in nonunion settings (Feuille & Delaney, 1992); and how grievants perceive the process and outcomes in terms of organizational justice theories (Sheppard, Lewicki, & Minton, 1992). In a recent literature review, Peterson (1992) suggests directions for future research. In addition to longitudinal studies, he encourages researchers to go even further in identifying the environmental and internal forces over the period studied that may have influenced the operation of the union grievance process in firm(s) studied. The grievance process fits into a broad framework of workplace relations at a given point of time in the history of a given society (p.155).

This study will contribute to the contemporary studies on grievance procedures because it will attempt to identify those factors which have affected the process over time.

In summary, while the research directions now being followed are important to the academic and practitioner communities, there remains a gap in the literature, both historical and industrial relations, concerning how these grievance systems evolved over time. And getting closer to filling this void is important for a number of reasons.
First, grievance procedures contribute to affording workers justice in the workplace by bringing into the shop a democratic process that otherwise would not allow workers to have a "voice" on the job. Voice systems, although imperfect, have been shown to provide dissatisfied employees with an alternative to turnover and, consequently, increase job tenure, raise skill levels, and improve productivity. Second, grievance administration affects the way union members view their union, and is perhaps the most important activity of local unions. Third, grievance systems can reduce or eliminate work stoppages during the terms of the written agreement. Such an orderly process is preferred by public policy makers to strikes and lockouts which have negative externalities. Fourth, the public's preference for grievance administration was incorporated into the 1935 Wagner Act. In addition to granting employees the right to form union and bargain collectively, the act provides that "any individual employee or a group of employees shall have the right at any time to present grievances to their employers" (Section 9 (a), quoted in Gordon & Fryxell, 1993, p. 232).

The purpose of this dissertation is to better understand how a modern grievance procedure developed at the level of the workplace. The workplace is the locus of industrial relations. According to David Brody (1993, p. 177), "What happens on the shop floor is not a secondary affair in the lives of working people. On the contrary, it engages their innermost sense of self-worth and honor." This institutional and historical study, the first of its kind, of the development of a local grievance procedure focuses on the unionized printing branch and the typographical union in Columbus, Ohio, from 1859, when the local union was founded, through 1959, its first one hundred years of existence. This was a period of industry and union stability. The reasons for ending the
study in 1959 are tied to the changed environment the union found itself in after that date.\textsuperscript{7}

From the mid-1950s through 1961, culminating in a 1961 Supreme Court case, \textit{International Typographical Union v. National Labor Relations Board} (365 US 705),\textsuperscript{8} a series of National Labor Relations Board and court cases consumed the energies of the ITU's top officers and some of its locals. These cases involved the legality of certain sections of ITU General Laws held sacred to the union. The clauses, contested by employers for many years in different places across the country, were again called into question in the mid-1950s. The questions of legality related to the 1947 Taft-Hartley Act, which amended the 1935 National Labor Relations (Wagner) Act. In the 1961 case, the high court argued that the unions' actions in striking to enforce a union law that foremen must be union members was illegal under Taft-Hartley.

While the Supreme Court's decision did not end the long-standing practice of foremen being union members everywhere, it did, by and large, spell the beginning of its demise. The decision also marked the beginning of the final phase in the ITU's history. That illustrious history came to an end in a merger with the Communications Workers of America that went into effect on January 1, 1987. The effects of labor law, technological change, and the union's failure to

\textsuperscript{7} Since the 1960s, the ITU and its locals, as well as other printing crafts, experienced a tremendous loss of power in the workplace wrought by technological improvements and industry reorganization. Such dramatic changes in the way printing work was performed eventually caused the ITU to seek a merger partner in 1987. The Columbus Typographical Union merged with a Communications Workers of America local in 1992. The story of how the grievance procedure and attitudes of the parties changed after 1960 awaits a follow-up study.

\textsuperscript{8} This case involved two locals from the \textit{Haverhill Gazette} and the \textit{Worcester Telegram}, both of Massachusetts. The NLRB consolidated both cases.
alter its internal administrative and collective bargaining policies to meet these threats were important factors contributing to its downfall.

The primary source of material for this study is the manuscript collection of the Columbus Typographical Union No. 5 (MSS 125) deposited at the Ohio Historical Society in Columbus, Ohio. The total collection, including material not related directly to this study, consists of over 32 cubic feet. Specifically, the union's minutes books of monthly and special meetings, as well as separate grievance files provided the main sources of data. The grievance files documented many of the cases that decided by the local Executive Committee, the ITU Executive Council, and joint bodies. In addition, dues ledgers, correspondence, and other miscellaneous documents proved to be invaluable.

In this study, a grievance is considered to exist when an alleged violation of ITU General Laws or Scale of Prices (labor agreement) is charged by an employee, group of employees, or employer. This is consistent with Peterson's (1992) brief definition of a grievance—"any employee or managerial complaint about the employment relationship." To be included in this study, grievances are unrelated to organizing activities or, in the majority of instances, charges filed by one member against another for conduct unbecoming a union member.

The uniqueness of the ITU led to the formation of a dual grievance procedure. Because the ITU required foremen to be union members, disputes between foremen (or employer directly) and ITU members over ITU laws and

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9 Slichter et al. (1960) argue that grievances can be categorized into five categories not necessarily mutually exclusive: 1. employer violations of the labor agreement; 2. disagreements over facts; 3. differences arising over the meaning and scope of the agreement; 4. disputes involving the application of the agreement; and 5. questions of reasonableness or fairness of management's actions. All of these types were present in Columbus.
other rules, were considered to be an internal union affair. Consequently, these grievances would be processed through the union's internal grievance procedure (Baker, 1951; Soffer, 1961). After 1902, when Local 5 signed collective bargaining agreements with employers, contractual violations could be processed through an external appeals process, one that is typical of labor contracts today. In essence, the union no longer determined work rules and grievance outcomes unilaterally. Yet even after collective took hold, the union's internal grievance procedure continued to adjust the majority of cases. One of the goals of this study is to explain why the employer permitted the union to control the grievance procedure; another goal is to explain why, after 1940, the employer demanded greater input into the process.

The analysis of grievances in this study is informed by historical and industrial relations scholarship. I use traditional historical methods to gather data to support conclusions, but make no attempt to test hypotheses or develop theory. However, I make an attempt to bridge the industrial relations and history literatures.

Writing in 1983, Robert Zieger notes that although labor history and industrial relations have much in common, scholars in both fields rarely pay attention to the other. This problem has become acute since 1950, especially with the passing of Selig Perlman and Sumner Slichter. Before mid-century, Zieger argues, the two groups shared the liberal academic consensus that saw the New Deal and the rise of industrial unions as capping a long history of progressive development. Zieger further contends that while historians today are utilizing the works of industrial relations researchers, the reverse is not true.

In 1989, the historian David Brody issued yet another call for cross-fertilization, asking "What can labor history contribute to an understanding of
industrial relations (and vice-versa)? After tracing how industrial relations and labor history jointly developed, and later separated, Brody optimistically concludes that the two currently disparate fields will again inform each other. This dissertation speaks to these calls for cross-fertilization.

Both Brody's and Zieger's messages must be heeded by researchers in both fields. This study, while employing historical methods, is rooted in traditional industrial relations. The grievance procedure by itself has not been studied by historians; at the same time, industrial relations scholars, in studying grievances, have rarely employed historical methods. In attempting to recombine history and industrial relations it is my hope that others will follow, including researchers studying nonunion industrial relations.

This dissertation contains three parts. Part One reviews the historical and industrial relations literature pertaining to grievances procedures in America before World War II, particularly in the anthracite coal mining and clothing industries. These industries, aside from printing, are two of the most prominent examples of the development of early grievance procedures and, as such, are used for comparison.

The industrial relations literature's focus on grievances begins around the time of World War II, when the exigencies of wartime production necessitated government involvement in the settlement of workplace disputes, through the auspices of the National War Labor Board. From that time forward, and especially after the Supreme Court decided *Textile Workers Union v. Lincoln Mills* (1957) and the Steelworkers' trilogy cases (1960), many

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10 United Steelworkers v. American Mfg. Co., ; United Steelworkers v. Warrior Gulf Navigation Co.; and United Steelworkers v. Enterprise Wheel & Car Corp. These cases were all decided on the same day by the United States Supreme Court. The upshot of the Court's decision was that it encouraged the use of grievance arbitration and insulated many arbitration awards from court
scholars believe the grievance process became rooted firmly in the industrial relations system of workplace relations (Fleming, 1967). However, Nolan & Abrams (1983) and Brody (1993) contend that grievance procedures figured prominently in the industrial relations landscape about 10 years earlier, closer to 1935. This debate is discussed in some detail.

Finally, the current state of industrial relations scholarship related to grievances is touched upon. I argue that in order to progress further in the study of grievances, it is first necessary to understand how these procedures developed and evolved over time, paying close attention to the factors which contributed to the changes. While the case of Local 5 has its own unique features, some of the factors affecting the evolution of Local 5's grievance process, such as economic, political, and legal events could be incorporated in current models testing hypotheses concerning contemporary grievances systems. Moreover, one of the findings to emerge in this dissertation is the longevity and extensiveness of both informal and formal problem-solving techniques. The use of joint problem-solving helped to preserve a long-standing tradition of peaceful and cooperative labor relations that was conspicuously absent in anthracite mining, clothing, in most heavy industry, and in larger, urban typographical locals. This is one outcome that could be of practical use to both scholars and practitioners today.11

Part Two covers the nature and characteristics of the printing industry, the printers' work culture, the growth and development of the ITU, a brief history of review. Perhaps, more importantly, these cases gave grievance arbitration its protected and esteemed status (Katz & Kochan, 1992).  

11 Brett & Goldberg (1979) arrive at a similar conclusion in their study of wildcat strikes in bituminous mines. They find that wildcat strike activity diminished when grievances were settled informally. They conclude that positive attitudes between labor and management, and the ability of foremen to resolve grievances also had positive effects.
both the Columbus Typographical Union No. 5 and the city of Columbus, contextual information related to employer associations, and the origins of work rules and grievances. Historically, the printing industry in the United States consisted of two main branches—newspaper and commercial printing, the latter including periodical, book, and job printing. Most of the industry's international unions had organized shops in both branches. The largest of these union was the ITU. The two sectors differed historically in that in the newspaper branch, the size of the plants and investment required to run a newspaper office was greater than that of most commercial plants. In addition, the market for daily newspapers was more local and less competitive; and the perishability of the newspaper itself placed a premium on uninterrupted production and stable labor relations. In the commercial branch, the size of each shop was smaller, the requirements for start-up were less, and, as a result, intense competition pervaded the industry (Brown, 1942; Burns, 1942, 1949; Loft, 1944).

The literature on the ITU and the various organizations preceding its birth, is rather extensive. George Barnett (1909), George Tracy (1913), Selig Perlman (1928), Jacob Loft (1944), Lloyd Ulman (1952), and Lipset et al. (1956) have all written in detail on the union's development, the structure of internal government, and on various facets of industrial relations matters. These works focused primarily on the ITU itself, although they did discuss early printing societies that eventually grew into the ITU. Although there have been studies of the local level (see, for example, Fagan, 1930; Kelber & Schlesinger, 1967; Maradie, 1984; Zerker, 1982), they have focused on global industrial relations issues, technology, union administration and policy, and standards of living among printers between branches of the trade. This dissertation, narrow in its
focus but covering about five generations, makes use of the extant historical literature on the ITU to provide a background in which to view the changing nature of the grievance process in Columbus's unionized printing trades.

Scant published material is available on the Columbus Typographical Union. However, the union printed three souvenir anniversary volumes celebrating its history in 1909 (50th year), 1934 (75th year), and 1959 (100th year) (Box 40, Folders 11-13). Unfortunately the 1959 edition, documenting the local's first 100 years, did not extend the informal history beyond 1909. Fortunately, the union's minutes and other records provide additional historical understanding of how the union developed in the twentieth century. In other sections of this study, important historical events involving the local are discussed, especially as they pertain to workplace disputes. A brief discussion of the city of Columbus and its relation to the printing trades is also presented. It too is not a complete history; none such study exists. However, understanding the city's development helps to explain both change and continuity in the grievance procedure. The development of employers associations, nationally and locally, is also discussed. Such associations were important because collective bargaining and grievance handling was conducted frequently through their offices. Finally, the ITU's famous system of job controls is traced from its origins in the nineteenth century. And to help place many of the topics of grievances in a larger context of the ITU, the major categories of disputed issues are presented in this and subsequent parts of the study.

Part Three comprises the heart of the study. In these chapters, the actual grievances and their relation to the development of the process are discussed and analyzed. The first chapter in this section documents the grievance procedure's rise from 1859 to the signing of the first newspaper contract in
Columbus in 1902. This period is considered to be different from the latter ones for three major reasons: First, the union determined work rules without employer input. As a result, in most cases, union members comprised the parties to the dispute. Where employers became involved in the process, the parties quite often made often informal arrangements to settle problems. Finally, it was during this period that the local Executive Committee, perhaps the most important body in the settlement of grievances, became a permanent fixture on the scene. Before its creation in 1885, there existed a variety of temporary bodies. The establishment of the Executive Committee at the local level coincided with the bureaucratization of the ITU nationally.

The second period discussed dates from around 1903 to 1939. In this period, continuous collective bargaining operated on a fairly smooth basis. Major industrial relations events taking place primarily between the ITU and newspaper and commercial employer associations affected the Columbus local. The nature of these events and their impact on the local's grievance procedure are discussed in some detail. During this time, although contractual language stipulated that disputes over the interpretation of the contract could be settled jointly between union and management representatives, the parties adjusted the majority of disputes as they had done before 1903 — through the union's internal appeals procedure. However, in 1941, after a routine discharge case turned into a major dispute over proper procedures a third phase in the historical development of the process emerged. During this new era of industrial relations, the employer became more involved in the process.

The period from 1940 through 1959 illustrates this change. While the parties continued to practice collective bargaining in both branches, the settlement of disputes increasingly became a matter of joint involvement and
negotiation. For example, while the Joint Standing Committee formed on a few occasions before 1940, its involvement increased after 1940. Moreover, while the parties invoked grievance arbitration procedures before the 1920s, they did not employ a neutral arbitrator until 1957; instead they resorted to cooperative and conciliatory methods. Strikes continued to be rare events, but when they occurred, they did so in the smaller commercial shops. In general, after 1940, the tenor of industrial relations shifted away from the more cooperative system to one that was becoming increasingly more formal and distant. It was also during this period that portions of ITU General Laws eroded.

In explaining the changes that affected the grievance procedure during the local's first one hundred years, factors external to the local relationship are discussed where appropriate. For each of the periods under investigation, we are concerned with not only changes in the process, but also the issues causing grievances, the shops from which they emerged, and those cases that proceeded all the way to the ITU Executive Council. The analysis also focuses on the larger trends and patterns that emerge. Such trends and patterns better enrich the understanding of the development of the grievance procedure. However, many of these patterns can only be detected over long periods of time.

In the epilogue, the story of the ITU and Local 5 is brought up to date, albeit in a cursory manner. Technological and structural change after 1960 are the foci of this section. In the concluding chapter, the answers to these questions, the main findings, significance, and implications of the study are discussed. The results of this study can contribute not only to an understanding of how early grievance procedures developed and changed over time, but also to the improvement of contemporary grievance systems. For example, the ITU's
relatively unique system of peer review of grievances may be adopted by organizations functioning by teams and/or with reduced layers of supervision. Cobble (1991) shows the viability of peer review in waitress unions. Second, the long tradition of cooperation and problem-solving found in Columbus might provide a useful lesson for unions and management interested in formal cooperative programs.

Finally, while no variables are specified in this study, factors found to influence Local 5's grievance procedure, may, in the future, be operationalized and tested. The time period of one hundred years allows one to locate potential factors that affect grievance procedures but could not have otherwise been discovered using either cross-sectional or shorter longitudinal studies, commonly employed in contemporary research designs.
CHAPTER I

THE GROWTH OF GRIEVANCE ARBITRATION IN THE UNITED STATES, WITH SPECIAL REFERENCE TO THE ANTHRACITE COAL AND CLOTHING INDUSTRIES

To provide the context for understanding the rise of the grievance procedure in the Columbus Typographical Union No. 5, the history of grievance arbitration in the United States must be explored. After describing how arbitration developed in the United States, our focus will then shift to specific cases of anthracite coal mining and both ladies' and men's clothing. These two industries, along with printing, provide "early" examples of the rise of grievance and arbitration procedures. Because much of what historians and industrial relations researchers know of grievance procedures focuses on the period beginning with World War II, it is necessary to fill the void of knowledge about this earlier period.

In examining the experiences of the three industries mentioned above, it is important to note that in the cases of mining, clothing and, to a lesser degree, in printing, conflict preceded the rise of formal grievance arbitration procedures. However, the Columbus printing industry exhibited little conflict in the early years, despite a contractual clause stipulating arbitration as the final step in the

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1 As will be discussed below, early uses of arbitration included both interest and rights issues, the former related to disputes over the establishment of contract terms; the latter related to disagreements over contractual interpretations and rights under the contract in general. The major focus of this dissertation will be on the rise of grievance arbitration procedures.
settlement of workplace disputes. The existence of the local's arbitration clause can be attributed to industrial relations events at a higher level in the industry. Specifically, the International Typographical Union and the American Newspaper Publishers' Association signed an international arbitration agreement in 1901 in response to problematic labor relations in larger cities such as Chicago and New York. This chapter will conclude with a discussion of the major research streams in the study of contemporary grievance procedures, drawing from the work of industrial relations and, to a lesser extent, psychology.

The History of Labor Arbitration in the United States

The three most significant reviews of the history of labor arbitration in the United States by Witte (1952), Fleming (1967) and Nolan & Abrams (1983) illustrate that while there is much similarity in earlier experiments with arbitration in general, and grievance arbitration in particular, there is disagreement as to when the practice of grievance arbitration became established firmly in American labor relations.

The term "arbitration" has assumed many meanings in industrial relations. Its early usage referred to what is commonly known as collective bargaining and mediation. Today, arbitration is most closely associated with the use of neutral third parties to settle disputes. Neutrals may be single persons, a board, the odd number on a board comprised of an equal number of labor and management representatives, or any number of other combinations. Arbitration may also be divided into compulsory (government decreed) and voluntary (set up privately by the parties). Moreover, arbitration can apply to the determination of contract terms, called "interest" arbitration, as well as the settlement of disputes over the meaning and application of the provisions in
collective agreements, often referred to "rights" arbitration (Fleming, 1967; Nolan & Abrams, 1983; Witte, 1952). This study is concerned primarily with rights arbitration, although for some time, the two forms were inextricably linked.²

Witte's (1952) wrote the first historical overview of the development of labor arbitration.³ He traces the beginnings of American arbitration, as generally defined, to the period after the Civil War, but indicates that only a few labor arbitration cases occurred before the turn of the century. The reason for this is that arbitration is closely related to collective bargaining, and before 1900 widespread collective bargaining did not exist. Nonetheless, while the 1829 constitution of the Journeymen Cabinet-Makers of Philadelphia mentioned the term arbitration, the earliest recorded arbitration involved the iron puddlers of Pittsburgh in 1865. Other arbitrations without outside parties were reported in the early 1870s in the Pittsburgh iron trade, in Massachusetts's boot and shoe industry, and in the anthracite coal fields of eastern Pennsylvania. These bipartite boards of arbitration were based upon British practice and dealt primarily with wage rates.

In 1871, the Anthracite Board of Trade and the Committee of the Workingman's Benevolent Association selected a Pennsylvania judge, William Elwell, to act as the first known outside labor arbitrator. He reconciled differences between the parties over questions on interference with the works,

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² Because the International Typographical Union (ITU) and its locals created their own private system of work rules and laws, disagreements over their meanings and/or interpretations will also be classified as rights disputes. Arbitration proceedings over new contract terms, or disputes pertaining either to membership claims or between union members over proper conduct, will be excluded.
³ Fleming and Nolan & Abrams make extensive use of Witte in their reviews.
and discharging men for their connection with the union. The second recorded case of arbitration involved the Tuscarawas Valley (Ohio) Coal Operators and the Miners' National Association, in which Arbitrator Judge Edwards of Cleveland adjudicated a wage dispute.

Throughout the 1880s and 1890s, state and local boards of arbitration and outside neutrals presided over an unspecified number of arbitrations. The most active state boards included those in Massachusetts, New York, Illinois, Missouri, and Ohio. Apart from arbitrations these state boards, prior to 1900 very few outside neutrals resolved outstanding labor disputes. But with the rise of organized labor around 1898 came an increase in the number of structured labor disputes and proposals to settle them short of strikes and lockouts. Around 1898, however, the nature of labor relations in America changed. According to political economist George Barnett (1912, p. 425):

> The year 1898 marks the opening of what is in many ways a distinct period in American trade-union history. The rapid increase in the number of unionists which began in that year was accompanied, not only by important changes in the structure and aims of American trade unionism, as has always been the case in similar periods of expansion, but also by changes in the relations of the unions to employers. The establishment of a large number of national and district systems of collective bargaining has been one of the most characteristic features of the period.

The beginning of the new century ushered in a renewed interest in labor arbitration. The National Civic Federation's active promotion of conciliation and arbitration, President Theodore Roosevelt's creation of the Anthracite Coal Strike Commission in 1902 (to be discussed below), the report of the United States Industrial Commission, and the endurance of arbitration boards created

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4 Marc Hanna was the chairman of the coal operators' association. He later became the first president of the National Civic Federation and United States Senator.
a public awareness of labor arbitration. In addition, progressive politics and a favorable public opinion toward unions created a friendly environment in which to promote arbitration. Among the widely publicized agreements providing for the use of neutrals when bipartisan boards failed to reach agreements were the national agreements between the American Newspaper Publishers' Association and the International Typographical Union in 1901, between the publishers' association and the Pressmen's Union in 1902, between the Employing Lithographers and the Lithographers and Allied Unions in 1904, and between the United Typothetae and the Printing Pressmen, also in 1904. The development of rights arbitration clauses found in agreements between the Amalgamated Association of Street Railway Employees and the street railway companies were also significant (Witte, 1952).

Labor conflict on the railroads was a ubiquitous feature of the late nineteenth century. Railroad labor disputes often conflagrated into violent outbursts damaging property and lives. As a result of this and because the industry was an integral component of the nation's economic well-being, the federal government legislated a series of acts designed to bring peace and stability to the industry. Beginning with the Arbitration Act of 1888, followed by the Erdman Act of 1898, the Newlands Act of 1913, the Transportation Act of 1920, and finally the Railway Labor Act of 1926, amended in 1934, the federal government attempted to promote peaceful labor relations and the smooth operations of commerce on the lines.

The Railway Labor Act, which still governs the conduct of labor relations in the railroad and airline industries, improved significantly upon the prior acts because it provided for the enforcement of awards in district courts. It also distinguished sharply between interest and rights grievance arbitration. Until
1934, loopholes in the procedures for resolving rights disputes produced less than intended results. In 1934, government officials altered the process by establishing the National Railroad Adjustment Board, a single organization divided into four divisions each composed of labor and management representatives, to process and adjudicate grievances. Today grievances are usually referred by the parties' mutual consent to the appropriate division and settled there by majority vote. The 1934 amendment made strikes over certain grievances illegal. The railroad experience with grievance arbitration provides a few lessons: that the most effective procedures are those that, one, exist within a lasting structure rather than being invented anew with each dispute and, two, when such procedures are used at the parties' expense after serious efforts at negotiation have failed (Nolan & Abrams, 1983).

The dispute resolution procedures used in the railroad, coal mining, clothing, and printing industries (the latter three to be discussed below) set the pattern for the later spread of grievance arbitration in many other industries. However, Nolan & Abrams (1983, p.397) write:

> The impact of those experiments was increased by the ideological movements which supported labor arbitration in the years before the First World War. The National Civic Federation is particularly important because it widely publicized the arbitration concept in the early twentieth century, thereby adding impetus to governmental attempts to encourage and sometimes compel peaceful settlements of labor disputes... Thus by the beginning of the First World War, arbitration was no longer a novelty. It had emerged from infancy but still had a long way to go before reaching maturity.

Formed in 1900, the National Civic Federation (NCF) brought together an unlikely group of business moguls, labor leaders, and progressive reformers.5

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5 Prominent business leaders included utilities magnate Samuel Insull, reformer Charles Francis Adams, steelmaster Andrew Carnegie, several partners in J.P. Morgan and Company, and others. Organized labor was
While not always in agreement on the variety of issues raised, they all desired to substitute collective bargaining and labor arbitration for strikes and lockouts. Ralph Easley was the promoter of the NCF and its executive head for forty years. In addition to being connected to the Civic Federation of Chicago, he was also a former school teacher and journalist whose experience with Kansas Populists and Chicago Socialists converted him into a crusader for better relations between capital and labor (Weinstein, 1968). Marcus Hanna, then US Senator and Chairman of the Republican National Committee, was the NCF's leading public figure and served as its president from 1900 until his death in 1904 (Nolan & Abrams, 1983; Witte, 1952).

By 1903 there were representatives in the NCF of close to one third of nearly 370 corporations capitalized at over $10,000,000 and representatives of sixteen of the sixty seven largest railroads in the United States. As its first major activity, the NCF sponsored a National Conference on Industrial Conciliation in 1900. The NCF championed the importance of voluntary conciliation, not compulsory arbitration, in order to achieve true labor-management harmony. In 1901, at the second conference, the NCF created an Industrial Department directed by a thirty-six member Executive Committee comprised of prominent figures from industry, labor and the public, twelve from each group. The Industrial Department concentrated primarily on the conciliation of interest disputes. The parties could select a four-member – with a fifth member representing the public – Arbitration Board to resolve all unsettled disputes.

represented by its top leaders, including Samuel Gompers, President of the American Federation of Labor; John Mitchell, President of the United Mine Workers; the heads of the major railroad craft unions; and others. Among those representing the public at one time or another were Grover Cleveland, William H. Taft, and Harvard President Charles W. Eliot (Weinstein, 1968).
Nolan & Abrams (1983) note the Industrial Department's contribution to the lineage of modern labor arbitration. While the Committee of Conciliation was active in several major disputes, the Arbitration Board was seldom used and had more symbolic value than practical effect (Nolan & Abrams, 1983; Witte, 1952).

Unfortunately, in 1904, along with the death of Hanna came a resurgence of national anti-union animus, and the inevitability of labor-management conflict. Employer suspicion of unions increased and union fears of compulsory arbitration limited the NCF to conciliatory activities. In addition, employers promoted an open-shop movement that affected federation members. Not immune to this sentiment, the NCF, by 1916, lost much of its energy. It did receive an enormous amount of publicity before WW I, although its impact in the field of arbitration is difficult to judge. It continued to preach the gospel of conciliation and arbitration long after most of its business members lost their sympathy for unions. And while the number of collective agreements increased rapidly during the early part of this century, owing mostly to the growth of unionism (Barnett, 1912), the expanding number of arbitration provisions could be partly attributed to NCF activities. In addition, distinctions began to emerge between interest and grievance arbitration (Nolan & Abrams, 1983; Witte, 1952).

During America's involvement in World War I from April 6, 1917 to November 11, 1918, the government tried three methods to minimize labor conflict that might otherwise interfere with the production of war-related goods. In Phase One the government attempted to co-opt organized labor by appointing important labor figures to various war-time agencies, although it failed to prevent strikes. During Phase Two, the government created a variety of
labor adjustment agencies for specific industries. By the end of the war, nineteen such bodies existed, five of which handled only railroad disputes. While the awards were usually accepted by the parties, they were rendered with little uniformity. Finally, in August, 1917, President Woodrow Wilson created a centralized agency to handle disputes in all trades throughout the nation. The establishment of the Mediation Commission marked the start of Phase Three. After close to five months in operation, the federal government replaced this commission with the National War Labor Board (NWLB).

Established in January 1918, the NWLB was initially composed of five employer representatives selected by the National Industrial Conference Board, five labor persons selected by the American Federation of Labor, and two public representatives, one chosen by employers and the other by labor. In addition, from a list of ten umpires appointed by the President, the NWLB could select randomly an arbitrator when the Board deadlocked. This period of government involvement differed from the previous two phases in that it emphasized centralized jurisdiction, uniformity, and more government coercion of the parties. However, the Board's decisions were only binding when the parties made joint submissions to it. Of the 1245 cases heard by the board, only a little more than 15% were submitted jointly. In general, however, the NWLB had no enforcement powers, and with Armistice came its demise in August 1919 (Nolan & Abrams, 1983; Witte, 1952).

According to Nolan & Abrams (1983), the legacy of the wartime experience was mixed. First, the NWLB resolved more interest than rights disputes. Second, while the Board preferred mediation to arbitration, it was only nominally voluntary. Third, the Board's quasi-arbitration practices were not
particularly successful. However, the NWLB did represent an important step in the development of labor arbitration. The authors comment (p. 406):

For the first time, management and labor in many industries were exposed to arbitration, and not all of the participants found the experience distasteful. Public representatives gained respect from the parties with which they dealt and some of them continued their work as labor relations neutrals after the War...Government activity had once again nudged labor arbitration further along its path of development.

In addition, Edwin Witte (1952, p. 37) observed that the successful experience of grievance arbitration in the men's clothing industry, combined with the wartime experimentation in arbitration, "resulted in considerable enthusiasm on the part of lawyers and college professors, in the years immediately following World War I, (especially) about the possibilities for the development of 'industrial law'." Unfortunately, the supporters' high hopes of labor arbitration, as representing the development of industrial law, ended during the early 1920s, when the "American Plan's" open-shop drives forestalled both the spread of arbitration and organized labor in general (Nolan & Abrams, 1983; Witte, 1952).

Between 1919 and the passage of the Wagner Act in 1935, the growth of arbitration was limited. The major reason for this was the relatively small size of the labor movement. Just before the onset of the Great Depression in 1929, union membership stood at approximately 3.4 million. This number represented a decline of more than 1.5 million since World War I. For the first time, unions had failed to grow during a period of prosperity. Moreover, unions were concentrated in only a small number of industries and settings — anthracite coal mines of eastern Pennsylvania; the clothing markets of New York, Chicago, and some other large cities; the shoe towns of Massachusetts; the major
railroad centers; in building construction; and in printing. In the mass-production industries, unionism was only a thought (Fleming, 1967).

Nonetheless, Nolan & Abrams (1983) argue that the years between the First and Second World Wars witnessed the emergence of labor arbitration in virtual modern form; that is grievance arbitration. During this time arbitration became a profession rather than an avocation. Leaders in important segments of the economy, most notably heavy industry, agreed to establish permanent arbitration machinery.

In the period from the Wagner Act of 1935 to WW II, the growth of unionism accelerated: standing at 3 million members just prior to the Wagner Act, organized labor's ranks swelled to approximately 9 million members in 1939; by 1945 the figures had increased to about 14 million; and in 1955, labor unions represented between 16 and 17 million workers (Fleming, 1967). Witte (1952) notes that the increase in labor agreements is basic to explaining the tremendous growth of labor arbitration since the 1930s. He argues (p. 49) that "It was only in the nineteen-thirties that labor arbitration predominantly came to mean arbitration in grievance cases, and in the nineteen-forties when this type of arbitration was experiencing its most rapid growth." The War Labor Board fostered the development of grievance arbitration by incorporating language in many contracts when disputants referred cases to it during WW II.

Nolan & Abrams (1983) argue that the period of the 1930s was more crucial. To some extent Lichtenstein (1993) agrees by illustrating the example of General Motors and the United Automobile Workers as representing a major spur giving rise to the spread of grievance arbitration in heavy industry during and after WWII. Brody (1993) contends that in the mass-production centers, rudiments of grievance arbitration procedures preceded the Congree of
Industrial Organizations.\(^6\) Witte (1952), Fleming (1967), Derber (1970), and Feller (1973), on the other hand, contend that the activities of the WLB during WWII played a more important role in the evolution of grievance arbitration.

In Fleming's (1967) account, which is similar to that of Witte's (1952) and the standard account of the importance of WW II in the general acceptance of grievance arbitration, he divides the historical development of labor arbitration into three distinct periods. The first runs from 1865 to WW II; the second from about 1941 through 1957, the year of the Lincoln Mills case; and, the third going from 1957 to 1964. While he indicates that the 1935 Wagner Act contributed to the widespread use of arbitration, especially after the first GM-UAW contract in 1937 included a grievance procedure ending with a decision of an impartial umpire, the activity of the WLB and the concomitant resurgence of organized labor had a greater impact. Fleming (1967, p. 19) argues that

> In retrospect it is clear that World War II did three things insofar as voluntary arbitration is concerned. First of all, it encouraged widespread adoption of arbitration techniques. Second, it sharpened the distinction between arbitration over 'rights' and 'interests.' Henceforth, it would be clear that the commitment of the parties was to grievance arbitration, not to arbitration of the terms of the new agreement or to substantive issues not covered by the contract. Finally, the War Labor Board served as a training ground for the men who subsequently served as arbitrators... After 1945 grievance arbitration was firmly established.

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\(^6\) In a recent book on the rise and fall of militant unionism at Allis-Chalmers in Wisconsin between 1900 and 1950, Stephen Meyer (1992) discusses the United Automobile Workers (UAW) Local 248's establishment of a dense network of plant-wide stewards and committeemen. A formal grievance procedure arose with the signing of the first labor contract in 1937. However, it was not until after a strike in 1941 that an impartial referee arbitrated unsettled grievances. This change to formal arbitration preceded the National War Labor Board, established in 1942, and was part of the larger plan formulated by New Deal labor technocrats to establish a system of "industrial jurisprudence" designed to reshape labor relations and channel conflict into bureaucratic procedures (For a more thorough treatment on this issue, see Slichter (1941) and Lichtenstein (1982)).
Citing figures reported by Jacoby & Mitchell (1982), Nolan & Abrams (1983) argue that as early as 1920, 55% of all labor agreements had arbitration clauses. By 1934 the figure rose to 66% and, by 1942, coverage expand to 76% of all contracts. In contrast, Fleming (1967) gives estimates of 8-10% in the 1930s and 62% in 1941. Despite questions of reliability, both estimates, according to Nolan & Abrams (1983), point to increasing inclusion of arbitration clauses prior to WW II. In fact, they argue that by the late 1930s our definition of arbitration involved the final settlement of rights cases. The development of the labor agreement not only made the distinction between interest and rights arbitration meaningful, but also made rights arbitration a necessity. And as contracts came to include more items, making for the greater potential for misinterpretation or outright violation, usually by management, the process became more legal. As a result, new levels of professionalism were required of arbitrators, who came to prefer the "judicial" model of arbitration to the "mediator" model, especially for grievance disputes.

In short, Nolan & Abrams (1983) distinguish their account of the rise of grievance arbitration from other accounts in terms of a critical point in history. They argue (p. 421) that

American labor relations practitioners and scholars almost universally attribute labor arbitration's existence, widespread acceptance, and present form to the War Labor Board of World War II, although with differing emphasis... (However), well before the start of World War II labor and management were largely convinced that grievance arbitration could be mutually advantageous... American labor arbitration had come of age by 1941. At this point, the early history of American labor arbitration ends and its modern history begins.

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7 Under a judicial model of arbitration, arbitrators rendered decisions based solely on the language of the contract and according to an increasingly complex set of case law precedents. This system first developed under the auspices of the War Labor Board during WWII (Lichtenstein, 1982).
Just what did the WLB do that was so important to the future conduct of industrial relations? The 12-member WLB, created by President Roosevelt's Executive Order 9017 on 12 January 1942, was part of a federal policy to prevent labor unrest during wartime (Atelson, 1993). In return for a no-strike or lockout pledge, labor and management were expected to settle disputes under the auspices of the Board. Throughout the war, the WLB supported the utilization of existing voluntary arbitration procedures and promoted the inclusion of arbitration in those contracts which did not already contain it (Fleming, 1967). In general, the WLB was responsible for resolving labor disputes and stabilizing wages. Its objective was to base its decisions on the best of existing practices, "on a case by case basis, in the tradition of the common law, (in which) the tripartite body forged a set of rules for industrial government" (Derber, 1970, p.383). The major legacy of the board, then, was its advocacy of the use of grievance procedures to resolve workplace disputes.8

According to Fleming (1967), the period after 1957 witnessed another change in the development of arbitration. The passage of the Taft-Hartley Act in 1947, particularly Section 301 which allowed labor and management to sue each other in U. S. district court for violations of the labor contract, changed the nature of labor relations. While the specific changes are not important to this

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8 The WLB developed a three-stage process of labor dispute resolution. First, labor and management would bargain collectively to establish terms and conditions of work. Second, if the parties became deadlocked over any issue(s), mediation would be provided by the United States Conciliation Service. Finally, if the issue(s) remained outstanding, the WLB would make a formal resolution (Meyer, 1992).

The WLB was also instrumental in shaping American industrial relations. According to Lichtenstein (1982), the board established industry-wide wage patterns, shaped the internal structures of the new CIO unions, and advocated industrial jurisprudence on the shopfloor.
discussion, a series of legal cases dealing with the role of arbitration and the meaning of Section 301 are.

In June of 1957, the United States Supreme Court resolved the dispute over the meaning of Section 301 in the Lincoln Mills case (353 US 448). In that case the union sought to enforce a contractual provision to arbitrate unresolved disputes. A majority of the court ruled in favor of the union and agreed that Section 301 was both a substantive section and a source of federal law from which it could be determined that agreements to arbitrate were meant to be enforced. The court declared that "the agreement to arbitrate grievance disputes is the quid pro quo for an agreement not to strike" (Fleming, 1967 p.22). Three years later, the Steelworkers Trilogy, a series of cases heard on the same day by the Supreme Court, enhanced further the power and prestige of the arbitration process. In Steelworkers v. American Manufacturing (363 US 564 (1960)), the Supreme Court decided that courts should only determine arbitrability, or whether the issue is covered by the contract. The merits of the case should not be decided by a court. Any doubts about arbitrability should be decided in favor of sending the case to arbitration. In Steelworkers v. Warrior Gulf & Navigation Co. (363 US 574 (1960)), the Court declared that disputes over contract terms are assumed to be arbitrable unless they are specifically excluded. Finally, in Steelworkers v. Enterprise Wheel and Car Corp. (363 US 593 (1960)), the Supreme Court ruled that courts should not review the substantive merits of the arbitrator's decision as long as the award is based on the content of the agreement (Katz & Kochan, 1992).

Although some modifications to these rulings occurred in the 1970s, their basic principles still apply today; that is, judicial deference toward private
arbitration is the most preferable manner in which to handle grievances over terms of the labor contract.\(^9\)

The discussion above traced the rise of grievance arbitration in general. The next two sections investigate the development of grievance procedures in to industries—anthracite coal and clothing—in the period before WWII.\(^10\)

Unlike the cases of anthracite coal mining and clothing (both men's and women's), the rise of grievance arbitration in printing did not come about with the assistance of the federal government or prominent progressive thinkers. The level of hostility between the parties in printing, in many cases, was not as severe as they were in the other two industries. Intense competitive conditions, the attitudes of the employers, and the largely immigrant work force, combined to create poor labor relations in mining and clothing. In the printing trades, the printers' high level of skill and importance to the production process, the small component of total labor costs in the newspaper sector, the union's ability to stabilize the commercial sector, and craft traditions created a better labor relations climate and an early acceptance of permanent unionism. \(^11\)

\(^9\) In 1985 the US Supreme Court heard the case of Allis-Chalmers v. Lueck (105 US 1904) which dealt with an employee (and member of UAW Local 248) who sought recovery for alleged bad faith in handling a claim against the company which administered (and also acted as insurer) a nonoccupational disability plan included in the collective labor agreement. Justice Blackmon, writing opinion for the high court, ruled that the complaint should have been dismissed by the Wisconsin Supreme Court for failure to utilize the grievance procedure or dismissed as preempted by Section 301, Taft-Hartley. The agreement established a disability grievance procedure that culminated in arbitration. This case illustrates the persistence of public policy's preference for arbitration in the resolution of labor disputes.

\(^10\) These cases are the most visible and most famous. The discussion of arbitration in the printing industry will be covered in a later chapter that discusses the rise of the ITU.

\(^11\) Union recognition was not universally granted in the commercial branch of the printing trade. In that sector, competitive conditions were more intense than they were in newspaper businesses. Consequently, union wages and work rules could cause already low profit margins to disappear, along with the
The Formation of Grievance Arbitration Procedures in Anthracite Coal

In most cases in American industrial relations, the development of dispute resolution procedures grew out of the need to resolve labor conflict. Anthracite (hard) coal is no exception. Throughout most of its history, coal was sold in highly competitive markets, and the industry, comprised mainly of the anthracite and bituminous (soft) branches, was characterized by instability derived from the intense competition (Miernyk, 1980). Labor conflicts were often severe as operators sought to drive down costs, including labor, while coal miners countered with demands for living wages, safer and more equitable working conditions, and independence from domination by coal barons.

Beginning in the 1870s, anthracite coal operators and union leaders attempted to settle interest disputes by voluntary arbitration. However, it was not until 1902, with President Theodore Roosevelt's influence and involvement, that shops themselves. However, the union also brought stability to the industry, but not all employers could see this. In anthracite mining and garments, union recognition disputes led to industrial warfare that was settled only with the institution of dispute resolution structures.

12 Although grievance procedures emerged from the early years of the Central Competitive Field Agreement (1898-1927) in bituminous coal mining, the use of arbitration, as the final step in the grievance procedure, came about in 1906 with the Central Pennsylvania Wage Agreement. According to Gerald Somers (1956, p. 3), "Experience in the bituminous districts was undoubledly influenced by the historic award of the Anthracite Coal Commission of 1903, in which provision was made for a board of conciliation and an impartial umpire to pass upon grievance disputes." As Somers makes clear, because anthracite coal mining was more influential in terms of the rise of grievance arbitration in mining, only the case of anthracite coal will be discussed in detail in this chapter.

13 The anthracite coal industry was confined to three fields in ten counties in eastern Pennsylvania. Throughout the 19th century the industry was very competitive and unstable. After 1900, railroad companies consolidated both railroad and mining properties and restructured the industry into a virtual monopoly. After a failed strike in 1875, coal operators ran the industry unencumbered by union interference (Fisher, 1942).
permanent grievance arbitration machinery became institutionalized in anthracite coal.

After achieving collective bargaining rights in the Central Competitive bituminous coal fields of the midwest in 1898, made possible by operator recognition of the union, the UMW sought recognition and bargaining privileges in the anthracite fields. However, the anthracite operators refused to deal with the UMW, preferring instead to discuss grievances with individual employees. Failing to make progress on his own, UMW President John Mitchell sought the assistance of Ralph Easley, secretary of the National Civic Federation, Senator Hanna, and even J.P. Morgan (Cornell, 1957). From January to May 1902, miners became impatient with not only the operators refusal to deal seriously with their selected committees but also with Mitchell's conciliatory manners. The major impediments to the resolution of disputes revolved around a rational wage structure across collieries in the same mining district, hours of labor, the equitable weighing of coal and, most of all, union recognition (Cornell, 1957; Ramirez, 1978; Wiebe, 1961). On May 12, after discussions, telegrams, telephone calls, and other means of communications between Mitchell, the coal operators, and various NCF mediators failed to achieve a joint conference or voluntary arbitration, one hundred and fifty thousand miners laid down their tools and declared a strike against the coal barons of eastern Pennsylvania.

At the outset of the strike, UMW leaders exhorted their men to abstain from all acts of violence. Union leaders believed correctly that a peaceful strike would curry favorable public opinion (Cornell, 1957). Friends and sympathizers of Mitchell painted a public picture of him as the essence of morality and moderation. On the other side, the public showed disdain for the coal barons, notably because of George Baer's belief in the "divine right" of management.
While the operators alienated the public by refusing to arbitrate, and by conspiring to drive up artificially the price of coal by withholding surplus, widespread hostility toward the operators had a more profound source: the prevalent public fear and hatred of big business, especially any association with Wall Street speculators (Wiebe, 1961).

With both winter and an election coming on, local public officials cried out for help. President Theodore Roosevelt, who could no longer ignore the damage a coal shortage might inflict upon the Republican party in either the fall elections and his own reelection prospects in 1904, answered the call. Roosevelt, fresh from his breakup of the Northern Securities Company, saw this strike as an opportunity to gain another victory in the battle against big business over who would hold primary power in national affairs. And while the coal barons posed a personal threat to his authority, Roosevelt looked favorably upon Mitchell's conciliatory stance during this conflict (Wiebe, 1961).

On October 3, Roosevelt invited both operators and union officials to the White House for a conference. The coal operators were reluctant to attend the meeting for fear of being co-opted by the President. They also were unwilling to recognize the UMW. After making no progress during the meeting and imbued with a renewed feeling of hostility toward the coal operators, Roosevelt called on the House of Morgan for a quick settlement, lest Roosevelt be forced to seize the mines. The Morgan interests were receptive to the president for two reasons: the anthracite strike had become a serious embarrassment and; second, Morgan was ready to implement a peace plan in one of his steel companies which he did not want to jeopardize by contradictory actions taken in the anthracite battle (Cornell, 1957; Wiebe, 1961).
While sailing on Morgan's yacht, Morgan and Roosevelt's emissary, Secretary of War Elihu Root, agreed to establish an arbitration board to settle the strike. The coal magnates were victorious in excluding the UMW from the upcoming arbitration hearings. Consequently, the Anthracite Coal Strike Commission's arbitrators were to treat Mitchell not as the UMW's president, but as the miners' spokesman. In fact, the UMW did not gain official recognition until 1920. As a small concession to the miner's, Roosevelt placed Edgar Clark, Grand Chief Conductor of the Order of Railway Conductors, on the arbitration board as a "sociologist." The miners, after voting to accept arbitration, returned to work on October 23, 1902 (Cornell, 1957; Wiebe, 1961).

After hearing almost 660 witnesses and recording thousands of pages of evidence, the Anthracite Coal Strike Commission made public its findings on March 21, 1903. The award included a 10% wage increase, reduced hours with no reduction in pay, a check-weighman, and the establishment of a joint mine worker-operator Board of Conciliation to settle grievances. Not only did the UMW fail to achieve recognition, Ramirez (1978) argues, the Commission supported the open shop. The award was put into effect April 1, 1903, to last for three years (Cornell, 1957; Gowaskie, 1985; Wiebe, 1961).

Gowaskie (1985) argues that while the Commission's award has generally been viewed by scholars as a victory for the miners, the miners' reactions were less than enthusiastic. Mine workers were not only galled by the lack of union recognition, they were also perturbed because the award did not alter working conditions or the wage inequalities (Fisher, 1942). Soon after the award went into effect, several anthracite communities experienced wildcat strikes over management's' interpretation of the pact. Mitchell ordered the men back to work, and placed his faith in the Conciliation Board to have these
grievances adjusted. The operators delayed meeting in joint session to discuss the miners' concerns. When they finally agreed to discuss these matters, they refused to do so with union representatives, stating that would imply recognition of the union. However, they were willing to meet with employee representatives instead (Gowaskie, 1985).

Even when disputes were heard by the Board, miners complained of the long delays in grievance processing. Moreover, the operators argued that the Board had to address only those issues covered by the original Strike Commission: all other issues, beyond the Board's scope, were could be settled by economic force. Frustrated with this outcome, miners protested by engaging in strikes and withdrawing from the UMW in significant numbers. According to Gowaskie (1985, p.70)

> Once it was clear that the United Mine Workers would not initiate or sanction action to protect and extend the mine workers' interests, the anthracite workers ceased paying union dues and participating in union activities.

After taking a five-week strike to improve upon the original award when it expired in 1906, Mitchell and the union accepted the Commission's settlement, which represented no additional benefits to the original award of 1903. By 1907, union membership in the anthracite fields fell to its lowest point in five years. The operators, ever ready to pounce on a weakened union, violated the strike settlement (Fisher, 1942; Gowaskie, 1985). An opportunity for anthracite miners to conduct a sympathy strike with over 200,000 Central Competitive Field bituminous miners passed when Mitchell decided to conduct negotiations separately. Mitchell and the UMW hierarchy never considered seriously the benefits of a general coal strike. As a result, the UMW collapsed in the
anthracite fields (Gowaskie, 1985), and in 1908, unable to also satisfy bituminous miners, Mitchell was voted out of union office (Wiebe, 1961).

Grievance Resolution in Anthracite Coal after the 1902 Strike:

From 1903 to WW I, there were at least two important tendencies in the adjustment of grievances in the UMW. First, the parties created additional machinery for the conciliation of local disputes, designed to lessen the case load of the Board of Conciliation at the industry level. Second, the parties worked toward the settlement of unforeseen important matters by conciliation and arbitration beyond the scope of the original award.\textsuperscript{14}

The Coal Commission set up a three-step grievance procedure, as part of the original plan for the settlement of disputes short of arbitration—that is, by conciliation. The first step required the aggrieved worker(s) to consult with the superintendent or manager of the mine. If the matter remained unadjusted, the dispute would be heard by a permanent industry-wide joint Board of Conciliation, consisting of six persons. Three employee representatives, one per district, selected by a majority of the miners in each of the three mining districts, sat on the board with three operator representatives. Majority decisions were final and binding. If, however, the board deadlocked, a circuit court judge appointed a neutral umpire.\textsuperscript{15} The umpire's decision was final and binding.

\textsuperscript{14} According to Sydenstricker (1916, p. 255), "This development has been due not only to the fact that new and unforeseen questions arose, such as the introduction of new coal cutting machines, but also to the facts that increasing emphasis has been given to matters that were within the jurisdiction of the conciliation and arbitration system, and to the greater confidence in the efficacy of such a system to settle disputes has been felt."

\textsuperscript{15} After 1939 the Board of Conciliation selected the umpire (Fisher, 1942).
binding. No strikes or lockouts were permitted to take place while outstanding disputes were being heard on appeal (Sydenstricker, 1916).

No specific provisions were made for the adjustment of local disputes until 1909. Until 1909, no machinery for formal methods yet existed. At step one, miners' grievances were taken up directly with management, without a union representative. This system resembled grievance adjudication within employee representation plans before the passage of the Wagner Act. The 1909 change incorporated the following language:

Any dispute arising at a colliery under the terms of this agreement must first be taken up with the mine foreman and superintendent by the employee, or committee of employees directly interested, before it can be taken up with the Conciliation Board for final adjustment (quoted in Sydenstricker, 1916, p. 257).

Despite this change, local machinery preempted any role for the UMW; they still were not recognized by the coal operators.

A part of a four-year industry-wide agreement in 1912, the miners received improvements in wages and in the grievance procedure. The agreement provided for a three-man grievance committee at each mine. This body became activated after the employee and mine foreman or superintendent failed to adjust the matter. A common concern for these committees was the structure of wage rates. Should the dispute still remain unresolved, a district board of conciliation, a new structure comprised of one worker representative and one operator representative, would entertain the case. Precedents established by the industry-wide Board were more important than the merits of each case. The industry-wide Board of Conciliation adjusted cases unsolved by the district bodies. At the fifth and last step, the disputants were bound to the impartial umpire's decision. After 1912, unofficial "general grievance
committees," composed of representatives of local communities formed, especially where companies operated more than one mine. Their origins lay with the work of local grievance committees in formulating pay rates. However, both the operators and union officials opposed them because these unauthorized assemblies acted on their own responsibility and impaired established procedures. By 1940, the parties suppressed their operations and they were brought under union control (Fisher, 1942; Suffern, 1926; Sydenstricker, 1916).

During and immediately following WW I, UMW leaders became more aggressive and advocated work stoppages to arbitration. Anthracite coal labor market shortages, inflationary conditions, and the militancy of the labor movement gave the UMW new-found power. Militancy paid off in 1920 when coal operators finally recognized the UMW in the anthracite fields, the first time since the 1870s. In 1922, during an economic depression, anthracite miners took a strike for higher wages and a dues check off. The union denied both arbitration and President Harding’s inquiry. In 1923, Pennsylvania Governor Gifford Pinchot settled the strike. As part of the settlement, the parties agreed to speed the handling of grievances. The next round of negotiations in 1925-1926 witnessed the longest strike in the industry’s history. The UMW agreed to end the 170-day walkout only after the federal government threatened to intervene. Once again the union refused arbitration (Fisher, 1942).

After 1927, the anthracite industry experienced a permanent decline in good fortune. Substitute fuel sources, work stoppages during the 1920s, the relative price of hard coal, and the Great Depression were major causal agents. The parties set up a permanent joint committee of twelve to deal with problems of cooperation and efficiency. Through the early 1940s, the UMW won
improvements in wages, hours, and the long sought-after union shop. In return, district and international UMW representatives agreed to curb local militancy in violation of agreements made after 1936 (Fisher, 1942).

The Conciliation and Arbitration Plans in Practice

Commenting on the process through the mid-1910s, Edgar Sydenstricker (1916, p.261) writes that,

the entire series of references up to the umpire is a series of attempts by representatives of both sides to a dispute to settle out of court rather than in court, and it is taken for granted in all of the steps in this series and expressly provided in one that when a settlement is made it is final because it is a real settlement of the dispute...The entire plan... is so constructed as to eliminate, as far as possible, the element of arbitration, or of judicial review, by any kind of a body than a strictly equipartisan one, except as a last resort. The appellate principle is strikingly absent, so far as the form of reference of disputes is concerned.

At the same time, it must be remembered that the average individual mine worker naturally looks upon the entire process of settling disputes as a series of appeals from the decisions of his employer or of his employer's representatives.

While there are no statistics prior to 1903, there is some evidence that prior to the general strikes of 1900 and 1902, disputes were few and far between and grievances rarely aired (Sydenstricker, 1916). This did not mean that relations between the parties were amicable. It is more likely that given the structure and ownership of the industry, operators held a severely imbalanced power advantage over the miners, who were divided by language, nationality, and skill (Cornell, 1957; Ramirez, 1978; Wiebe, 1961).

However, a large number of grievances were registered with the industry board immediately after the original award went into effect, and especially after amendments were made to the award in 1910 and 1913 (Sydenstricker, 1916). Unfortunately, the grievance records reported by the Board did not include
those that were settled short of the Board of Conciliation. After 1912, Sydenstricker (1916) reports that officials close to the process reported an increase in usage by aggrieved employees.\textsuperscript{16} In general, the parties settled a greater number of disputes at levels below the Board between 1909 and 1912 than between 1903-1909.

While grievance resolution delays had posed a problem for the miners before 1912, the addition of district representatives at step three aided in the prompt settlement of disputes. Beginning in 1916, industry-wide agreements included time limits to expedite grievance handling. For example, unless extended by mutual consent, the Board of Conciliation had 60 days to decide a case. If the Board took longer, the case proceeded automatically to the umpire. Further changes were made in 1923. In that year, the Board had 15 days to answer an appeal, 30 days from the time of filing to hear the case, and another 30 days to make a final decision. All appeals forwarded to the umpire were to be concluded within 30 days (Fisher, 1942). Delays occur because of the character of the cases and/or the parties' personalities. In mines where better labor relations were practiced, personality conflicts were less likely to occur. The personality factor became more important the longer the process of conciliation continued. Personality factors even contributed to the initiation of grievances (Boal, 1990; Sydenstricker, 1916).

Unlike the conciliation portion of the process, the arbitration portion went unchanged from 1903 through 1916. The Board assumed new duties after

\begin{footnotesize}
\footnote{16 Both a recent literature review of grievance initiation (Labig & Greer, 1988), and a recent empirical study of a fact-finding intervention added to the established steps of the grievance procedure (Mesch & Dalton, 1992) found evidence that the novelty of such procedures spark higher initial use. The same phenomenon was found to occur in the Columbus printing trades after the ITU and the American Newspaper Publishers' Association signed an international arbitration agreement.}
\end{footnotesize}
1916. Most of these new duties related to the establishment of equitable wage scales. In 1936, disputes over the equalization of work time between mines of the same company could be referred directly to the Board of Conciliation. Similarly, in 1939, by majority vote of the committee of twelve, disputes over the terms of the agreement which could not be settled otherwise, could be forwarded to the Board (Fisher, 1942). Disputes over the umpires selected to handle cases were minimal: From 1903 to 1957, only US Commissioners of Labor Carroll D. Wright (1903-05) and Charles P. Neil (1905-1928); James Gorman (1928-1936); and Dr. Thomas Larkin (since 1937) served as umpires (Young, 1957). And while the arbitration procedure was designed to prevent work stoppages, some occurred between 1912 and 1915, mostly over petty grievances or organizing campaigns (Sydenstricker, 1916).

The Report of Board of Conciliation from 1903-1913, as reported in Sydenstricker (1916) offered a breakdown of the cases according to the nature of grievance, level of settlement, and the final decision. The great majority of the settlements were interpretive. Wage issues—advances, reductions, sliding scales, etc.—made up a little over 50% of the total cases (123 of 242). Discrimination against employees for union membership comprised 28% (67 of 242), the next highest total. Cases involving conditions of employment and "strike of employees," each made up only 5% of the total (12 of 242). Fifty-two cases sustained the employee, while 32 sustained the employer. An umpire decided cases only 18% of the time (43 of 242). In 27 of these 43 cases, umpires favored employers. Eighty-seven of the 242 cases were withdrawn. In assessing the universe of grievances, Sydenstricker (1916) believes that the subject matter of cases did not differ across levels.
In summarizing the first ten years of the Board's existence, Sydenstricker (1916, p. 283) writes:

The trend is thus toward clothing the system of conciliation and arbitration with more definite and greater authority to settle fundamental questions of wages and conditions of labor... It is now proposed to get farther away from the 1903 award as the constitution of industrial relations, to make the agreement the real constitution, and to transform the conciliation machinery into a more responsible and more legislative body.

Arthur Suffern (1926), analyzes data provided by the Anthracite Board of Conciliation from April 1, 1913, to March 31, 1922. A total of 566 cases was included in his analysis. Eliminating 277 cases (or 47.7%) of the cases known to be withdrawn between April 1, 1913 and March 31, 1919, there remain a little under 300 which permit comparisons as to method of settlement. Of these cases, over 58% were decided in favor of the operators, 32.4% in favor of the miners, about 7% were listed as compromise decisions, and under 1% were indeterminate. There were 80 cases listed in which decisions were made by arbitrators between April 1, 1919, and March 31, 1922. Almost 70% of the awards favored the operators, 20% favored the miners, and about 11% provided for a compromise decision.

Matters affecting wage payment comprised 84% of the cases between 1913 and 1926. This figure is not only greater than the 51% compiled for the period 1903-1913 (Sydenstricker, 1916), but is also higher than in the larger bituminous field which Suffern also examines. However, the percentage of cases (16%) involving issues of discharge and discipline was lower than in the bituminous fields. Also less than in the bituminous fields were the 8% of the cases pertaining to discrimination of miners. Questions related to the direction of work and the authority of union officials were 7% and 2.5%, respectively.
That the numbers total greater than 100% may be explained by the complexity of the cases, making it difficult to untangle grievance that dealt with more than one issue.

Suffern also analyzes the interval of time between complaint and answer of grievances before the Anthracite Board of Conciliation, from March 31, 1913, to March 31, 1922. He also compares time intervals of umpire decisions. Of the 566 cases before the Board between 1913 and 1922, 292 were answered within 3 months; 63 between 3 and 6 months; 17 between 6 and 9 months; 8 from 9 months to over 1 year; and in 186 cases, no time interval was given. Of the 36 cases decided by an umpire, 28 took between 1 and 2 1/2 years to complete. The modal amount of cases in this group took between one and a half and two years to resolve. As indicated above, excessive delays, moderated slightly by the local grievance committees, led the parties to establish time limits in 1923.

Stanley Young's (1957) review of 50 years of grievance arbitration in the anthracite industry, "the oldest, permanent industry-wide grievance arbitration machinery in the country," shows how the parties altered a system of adjudication and made it fit their particular collective bargaining relationship. His conclusion that "the grievance arbitration machinery reflects the philosophy, principles, attitudes and prejudices of the parties' collective bargaining relationship" (p.706), also holds true in many other relationships, including that of ITU Local 5 and its unionized employers in Columbus, Ohio.

One of the consequences of the arms-length, often combative, relationship in anthracite coal was that as late as the 1950s, each industry-wide labor agreement added to or modified the original 1903 award. This is a most unusual procedure, however. Since the award of 1903, the employers have
argued that the sole purpose of the Board of Conciliation was to interpret and apply the awards and determine the controversies which arose thereunder; "it was not the purpose of the board or the umpire to write additional terms of employment. They further contended that working conditions not covered specifically by the awards were to continue as they were unless changed by mutual consent of the parties" (Young, 1957, p.709)— usually by economic action, for which both parties accept the consequences.

In general, Young (1957) argues that a "spirit of litigation" permeated the arbitration procedure. There was no attempt at mutual accommodation on an industry-wide basis. This reflected the parties' arms-length relationship. And much like a court proceeding, with the exception of discipline cases, the umpire had to decide for one party or the other. These decisions became precedents that were rigidly adhered to in future cases.\(^{17}\) Concomitant with this philosophy of grievance adjudication, in which the umpire was required to offer a literal interpretation of the labor agreement, the umpire was excluded from the actual hearing and did not meet with the parties. Instead he reviewed the evidence collected by the Board and the briefs submitted to him by the parties and then based his decision on the evidence.

Despite the parties' alteration of the Anthracite Coal Commission's 1903 award which advocated industry-wide dispute resolution and accepted economic force as a tool for local adjustment, the machinery which the parties created without intervention had been relatively stable and acceptable for 50 years (Young, 1957).

\(^{17}\) The Amalgamated Clothing Workers union felt a strong aversion to strict precedents. As we will show below, the union and its employers preferred to be guided by principles that proved to be more flexible. Union recognition and mutual trust proved to be the difference between grievance systems in men's clothing and printing and that of anthracite coal.
As in the case of modern day grievance settlement, the great majority of disputes were settled locally and never became a matter of record. Of those cases that were appealed, the great majority were settled in the early stages of the procedure. However, Suffern (1926, p. 267) points out that while arbitration has frequently been used to settle disputes, the emphasis in the bituminous field has been upon conciliation and compromise. In the anthracite field a system of arbitration has been in effect since 1903; but even there the great majority of cases has been settled by conciliation before being submitted to the umpire.

In short, the climate of the industrial relations environment is an important factor in grievance settlement (Boal, 1990; Young, 1957. See also Mishel & Voos, 1992 for a summary of empirical finding on industrial relations climate on firm performance).

The next section focuses on the rise of grievance arbitration in the clothing industry, both ladies' and men's. Similar to anthracite coal, conflict over poor working conditions and union recognition preceded the installation of dispute resolution procedures. However, there was one major difference between the two cases: There were some liberal employers in the clothing industry who advocated a system that maintained industrial harmony and cooperative labor relations. As such union recognition was an important precondition. In fact, given the more competitive nature of both branches of the clothing industry, the ladies' and men's garment unions provided a stabilizing force in an otherwise chaotic industry.

**The Clothing Industry:**

Sanford Jacoby (1986, p. 226) writes
Most of our knowledge of early union grievance procedures is based on practices in the clothing industry. The industry's model for grievance resolution was the unsuccessful yet influential Protocol of Peace devised in 1910 by Louis Brandeis and others to settle a strike in the women's garment industry. The Protocol was imitated in the 1911 agreement between Hart, Schaffner and Marx (HSM) and the Amalgamated Clothing Workers.

There is no question, according to Nelson Lichtenstein (1993), that the system of shop-floor dispute resolution which developed in the clothing industry had a major impact upon the dispersion of like procedures across industrial America. Because of its impact, the story of what gave rise to these procedures and how labor relations was conducted before 1940 must be told. Together with the case of anthracite coal, and later the printing industry, a more solid foundation of knowledge of early grievance procedures will be available. However, there remains much more work to be done by scholars before any firm conclusions can be made.

The Ladies' Clothing Industry

The impetus for the rise of procedures to settle shop-floor disputes in the ladies' garment industry, similar to the case of anthracite coal, grew out of labor unrest, specifically a nine-week strike in New York City's cloak and suit trade. This strike was just one of the many that affected thousands of semiskilled and unskilled workers between 1909 and 1916 in New York City (Dubofsky, 1968). By 1900 the basic characteristics of the needle trades had become apparent: small-scale ownership and ease of entry, a system of contracting, seasonal and style fluctuations, an elastic demand for the many products, intense market competition which put downward pressure on wages, and a largely immigrant workforce (Dubofsky, 1968: Myers & Bloch, 1942).
Steven Fraser's (1991, p.41) describes the conditions of work in the garment trades:

Long before there were unions of garment workers there were strikes. Since before the turn of the century life in the average sweatshop or factory resembled nothing so much as an intermittent state of civil war, the hostile if intimidated ranks of abused workers massed on one side, the arsenal of the foreman's arbitrary tyrannies deployed on the other. Overexertion, endless hours, the personal brutalities of overseers and contractors, sudden cuts in the rates or unannounced changes in production quotas and work rules unleashed flashflood of rebellion. Between 1880 and 1920, the needle trades were the third most strike-prone industry after mining and the building trades.

Against these conditions, then, the system of grievance arbitration that arose was nothing short of a miracle for not only garment workers, but for other workers who would later benefit from the procedures that formed in the needle trades and elsewhere during the Progressive era.

A three month strike engulfed the shirtwaist sector of the ladies' clothing industry of New York City in 1910 over union recognition and control over work. Suffering from cold, hunger, and police brutality, the girls, despite being able to secure sympathy from both the public as well as middle-and upper-class women's clubs, abandoned their strike and returned to work beaten. However, the lessons of the strike—the need of union-provided assistance, worker solidarity, and an alliance with socially-respectable citizens—were heeded in July 1910 when over sixty thousand male cloak and suit workers struck their employers for union recognition.

In circumstances similar to that of the anthracite coal strike eight years before, public intervention ended the dispute. In this case, it was not the federal government that intervened, but Boston department store owner and liberal workplace reformer, A. Lincoln Filene. Filene's suggestion to employ Louis
Brandeis as a special labor relations advisor to settle the dispute led to the famous settlement known as the "Protocol of Peace" (Berman, 1956; Dubofsky, 1968; Fraser, 1991; Witte, 1952).

Signed on September 2, 1910 and entered into between the Cloak Manufacturers Protective Association and the International Ladies' Garment Workers Union (ILGWU), the Protocol provided tangible benefits to union members in the industry, their employers, and the public. The settlement granted workers higher wages and better working conditions; union recognition via a preferential shop and coverage for all shops comprising the employer association; no strikes or lockouts, with the understanding that all outstanding disputes would be heard by a tri-partite Board of Arbitration and Board of Sanitary Control; and a recognition that the public's welfare was affected not only by the health of the industry, but also by labor unrest. Unlike traditional labor agreements, with the hope that permanent peaceful relations be maintained, the Protocol did not have a termination date (Derber, 1970; Dubofsky, 1968; Seidman, 1942).

Although other branches of the ladies' garment industry in New York (1912 & 1913), Philadelphia and Boston (1914), and in the men's clothing industries of Chicago and New York (1915) copied the essence of the Protocol—arbitration (Witte, 1952), the original Protocol remained on shaky ground throughout its short existence (Berman, 1956; Cohen, 1917; Witte, 1952). Some scholars argue that, despite the benefits which accrued to the immediate parties, the Protocol failed to bring peace to the industry (Seidman, 1942). Rather, it created an armed truce, and delicate one at that (Dubofsky, 1968).

Disputes over management's right to hire and fire and the determination of piece-rates were the fuel that kept the fires of discontent burning within the
industry. By 1915, the accumulated acrimonious relations between the union and employers resulted in wildcat strikes, arbitrary work policies, unjustified discharges and, finally, the first termination of the Protocol (Dubofsky, 1968). Upon the manufacturers' abrogation of the Protocol, Mayor Mitchel of New York appointed a Council of Conciliation to establish industrial peace. After a wage dispute precipitated a lockout in March 1916, employers terminated this second Protocol. The second agreement emphasized the scientific determination of piece-rates. To prevent subcontracting of work by these employers, the ILGWU declared a general strike on April 28. With the assistance of local and federal intervention, the 14-week strike ended along with the Protocol.

The new labor accord, signed by the parties on August 7, 1916, gave employers the absolute right to hire and fire, and workers the right to strike over issues that could not otherwise be redressed by conciliation. Workers won a modest increase in wages and reduced hours. The parties agreed to dismantle the Board of Arbitration, although the Board of Sanitary Control remained in tact. Finally, labor and management agreed to employ expert price adjusters to check the work of the shop price committees.

The upshot of this agreement was that the first important and significant "essay in industrial democracy" ceased to be (Berman, 1956). The ILGWU, which felt organizationally secure by 1916, sought a more voluntaristic approach to industrial relations and a desire to free itself from an over dependence on social superiors. The union believed that what the community gave, it could also take away (Dubofsky, 1968). Employers were also skeptical of the prevailing attitude among progressive reformers and intellectuals that educated neutrals could mitigate industrial conflict, in part by displacing the employer's traditional authority in the shop (Jacoby, 1986). Moreover,
employers also complained "the arbitrators are uplifters. They always sympathize with the men" (Cohen, 1917, p.188). As Jacoby (1986, p. 228) suggests, perhaps both parties were partially correct: "Like other Progressives, these early arbitrators were sympathetic to the immigrant working classes and to unionism. Nevertheless, they were also fundamentally conservative, deeply concerned with the maintenance of the existing social order and institutions."

Although there were many unsettled issues that haunted the parties to the Protocol, Berman's (1956) summary of the major reasons for the Protocol's failure should be mentioned. First, the cumbersome arbitration and mediation machinery was faulty owing to delays in grievance processing. Second, the economics of the industry was such that the initial improvements in wages and working conditions were difficult to sustain after 1912 when intense competition, industry depression, limited management skills, and the constant haggling over piece-rates exacerbated conditions. Third, parts of the trade agreement remained vague and lent themselves to varying interpretations. In the end, the Board of Arbitration failed to rule conclusively on much of the contested language. Finally, both employers and the union were plagued by internal dissension. Employers were divided between factions advocating joint industry regulation and those favoring strict management rights; the union was torn between younger, militant, radicals at the local level and older, more conservative, national leaders in favor of a more conciliatory approach to labor relations.

But Berman (1956, p.2) argues that "although protocolism failed, its elements became deeply embedded in the industry and they are the very principles which guide the actions of both the organized employees and the organized employers in the ladies' garment industry today." Perhaps more
importantly, aspects of this short-lived experiment were copied in other branches of the industry as well as by other industries in later years. As such, it is necessary to examine the institutions designed and built to mitigate labor problems at the workplace.

The grievance procedure that developed in the cloak and suit branch of the ladies' garment industry consisted of five steps, culminating in a hearing by a three-member Board of Arbitration. Serving on the original board were Morris Hillquit, representing the union; Hamilton Holt, of the employers' association; and Louis Brandeis, future distinguished justice of the United States Supreme Court. Brandeis served as the part-time, unpaid, neutral party for four years (Witte, 1952). This body acted as the Supreme Court of the trade. Although it was one of the first agencies to be organized after the cloak strike, it was the last to begin functioning (Berman, 1956).

When either an employee or a management representative filed a grievance, the person presented the complaint to the proper officer of his organization. This person then filed copies of the complaint with the manager of the protocol division, for the union, and manager of the labor department, for the association, respectively. The latter two officials served dual functions: as managers of their respective departments, and as clerks of the Board of Grievances.

Two deputy clerks, one from each party to the Protocol, were assigned complaints. The deputy clerks conducted investigations on the premises and, if settled, the agents then recorded the outcomes. Both Chamberlain (1951) and Berman (1956), borrowing data compiled by Winslow (1914), report that for the first 2 1/2 years of the Protocol, 90% of the 7,656 cases were resolved at this second level.
If the dispute remained outstanding, two chief clerks, one from each side, would take up the complaint and could order a reinvestigation. As in step two, the chief clerks made a written record of the case. Eight percent of the cases filed in the first 2 1/2 years were settled at this stage in the process.

The fourth step in the procedure involved the ten-member (five members representing each party) Board of Grievances, which was enlarged as a result of the Board of Arbitration's first decision in March 1911. The Board of Grievances was also referred to as a "Court of Conciliation" (Winslow, 1914). If this body felt that the case warranted, it would order a reinvestigation and trial. Chamberlain (1951) reports that the Board of Grievances succeeded in settling 90% of the cases on its docket. The remaining cases, only .1% of the more than 7,500, were passed up to the supreme body. During the period for which the data were extracted, a total of 179 cases were handled at this level.

The Board of Arbitration, the last step in the grievance procedure, heard only 20 of the more than 7,500 cases filed. And because the Protocol was a continuous agreement, it also heard interest disputes (Witte, 1952). However, as mentioned above, the Protocol ended shortly after these figures were tabulated. Despite the adaptation of this grievance system to other branches of the ladies' garment industry, including the dress and waist branch (Berman, 1956; Chamberlain, 1951), battles over piece-rates subverted the peaceful process of dispute resolution. The rapidly changing fashion styles in the ladies' garment industry exacerbated the tensions and prevented the working out of mutually agreed upon piece-rates.

As the events in NYC's ladies' garment industry were unfolding in 1910, labor battles were raging in Chicago's men's clothing industry. Copying many features from the Protocol of Peace, the Amalgamated Clothing Workers, under
the leadership of Sidney Hillman and others, and the firm of Hart, Schaffner & Marx (HSM), a large, stable manufacturer, negotiated a fixed labor contract that proved to be more enduring. It is to Chicago's men's clothing industry, and to HSM in particular, that attention needs to be focused in order to illustrate how the idea of the Protocol blossomed under a different circumstances.

**Men's Clothing: The Case of Hart, Schaffner and Marx**

Writing in 1942, Myers & Block (p. 381) made this observation of the industry:

> Labor relations in few American industries have commanded more public interest than those in the production of men's clothing. Once notorious for sweatshops and frequent, bitter strikes, this industry has won during the past quarter-century wide recognition for its effective welfare programs and peaceful cooperation between its workers and employers. In recent years it has provided one of the best known examples of industrial democracy.

The origin of collective bargaining in the men's clothing industry grew out of the Chicago garment strike of 1910 (Myers & Bloch, 1942). For some contemporaries, "(t)he Chicago Garment Strike of 1910 was the first great landmark in the long struggle of the clothing workers for emancipation... It was a struggle to excite the keenest interest not only of the world of labor, but of all public-minded citizens. No one could be non-partisan in such a fight, and no one was" (Wolman et al., 1922, p.17). What originally began as a spontaneous revolt, resulting from pent up grievances affecting a group of young girls in the HSM pants shop, spread to include over 38,000 workers. This strike was marked by ill feelings and violence, and lasted for over four months (Howard, 1920; Seidman, 1942; Wolman et al., 1922). In the end, however, the workers at HSM fared much better than those at other shops owing to the concern and
intervention of HSM's secretary-treasurer, Joseph Schaffner (Myers & Bloch, 1942).

Steven Fraser (1983) notes that in contrast to the mass of protean firms engaged daily in a constant struggle for survival, there were some clothing firms in Chicago, Rochester, and Baltimore that were larger, more capital-intensive, producing standardized items for the medium and high-priced end of the market. These larger firms exerted a higher degree of market control than their smaller counterparts. In the midst of the 1910 strike, HSM management "sensed that its own as well as the industry's future depended on developing a lawful, constitutional framework of labor relations. Although they were initially alone in this position, the HSM perspective was gradually adopted by many elite firms during the ensuing decade" (p.217).

Out of the HSM collective bargaining system came both the recognition of the union and an understanding of the role it could play in the maintenance of the industry's well-being. More importantly, for the first time, the company recognized its workers' grievances and established procedures for resolving them without recourse to production stoppages. Despite shrinking profits in the two years following the HSM strike, Joseph Schaffner, testified before the Commission on Industrial Relations in 1914, that:

In our business, employing thousands of persons, some of them newly arrived immigrants, many of them in opposition to the wage system and hostile to employers as a class, we have observed astonishing changes in their attitudes during the four years under in the influence of our labor agreement (quoted in Fraser, 1983, p.217).18

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18 As late as 1930, about 60% of the industry's workers were foreign-born, the highest in any industry. Most immigrants were Italians and Jews; most workers were specialists (Myers & Bloch, 1942).
Both parties gained from this new cooperative labor relationship in the decades following the agreement. Workers won a higher standard of living, the institutionalization of the union\textsuperscript{19} and, most of all, security and respect at work. For the participating firms, gains included the freedom from strikes, an orderly control of wages, no restrictions of output, the introduction of improved technology, a decline in labor turnover and, not least, stability in the industry (Myers & Bloch, 1942; Fraser, 1983).

The HSM settlement was effected on January 14, 1911. Workers were permitted to return to their old jobs within ten days, free of discrimination, although an open shop still prevailed. It was not until a second agreement where the union achieved a preferential shop, similar to the ILGWU's in New York City. Finally, management assured workers that outstanding grievances would be adjusted by a three-man Board of Arbitration, which had final jurisdiction over all matters arising under the agreement, and whose decisions were to be binding on the parties. Striking men's clothing workers welcomed the opportunity to return to their jobs. They, like the ladies' garment strikers, had suffered the privations of a long, cold, winter (Howard, 1920; Myers & Bloch, 1942; Wolman et al., 1922).

The Board of Arbitration was, perhaps, the most famous aspect of the settlement, and portended the conduct of industrial relations in the post-WWII period. But like all human creations, it was not made to work in some ideal fashion. Instead, "the plan is a form of representative government, neither an

\textsuperscript{19} The Amalgamated Clothing Workers (ACW) formed in 1914 after a split with the conservative, AFL, United Garment Workers. From 38,000 members, primarily from New York, Baltimore, Boston, and smaller eastern markets, the ACW grew to include over 177,000 by 1920. After dropping to 70,000 at the depths of the Great Depression, ACW ranks swelled to 275,000 in the early 1940s (Myers & Bloch, 1942).
autocracy nor a pure democracy; it avoids the domination either of a monarch or a mob" (Howard, 1917, p.198). William Leiserson, chairman of the Board of Arbitration in the 1920s, strongly supported grievance arbitration. He argued (1922, p. 63):

In all cases, therefore, which involve merely judicial interpretation of the agreement or the rules made under it, arbitration by a third party is not only a sound policy, it is well nigh inevitable. It is the lack of a properly developed judicial department that constitutional government established by trade union agreements shows its greatest weakness.

Called by Neil Chamberlain (1951, p. 102) the first successful experience in working out a "comprehensive plan for the adjustment of labor disputes in an individual basis concern," the system of resolving workplace disputes at HSM soon expanded to the rest of the Chicago market and to other men's clothing centers, such as Rochester, New York, in 1919 (Morehouse, 1922; Myers & Bloch, 1942). Similar to the short-lived Protocol of New York City, the HSM system was best known for its standing boards of arbitration and salaried chairmen (Millis & Montgomery, 1945).

The three-man Board of Arbitration, constructed as part of the original agreement, initially consisted of only two members because the parties could not agree on the third member; when they suggested a third person, he declined to join the Board. Of the two members, Clarence Darrow represented the workers and Carl Meyer the firm. The Board made its first decision on March 13, 1911. The decision, which remained in effect for two years, improved

20 This dissertation argues against the inevitability of grievance arbitration. The Columbus Typographical Union No. 5 and its employers had cooperated to work under a system of industrial relations without recourse to grievance arbitration. And even when the ITU compelled the local to incorporate an international arbitration clause in its contracts in 1902, it was not used until 1957.
wages and conditions of work, required the firm to establish a suitable method for handling workers' grievances, and continued the Board of Arbitration as a permanent appeals board for workers whose grievances were not adjusted satisfactorily. The firm, in conformity with the agreement, set up a Labor Complaint Department, headed by Earl Dean Howard, to handle grievances (Howard, 1920; Myers & Bloch, 1942; Seidman, 1942). However, there was an important distinction between the machinery set up under the Protocol and this one: The HSM agreement was of a limited duration, and the Board of Arbitration never had anything to do with the determination of contract terms (Witte, 1952). In other words, it was purely a rights or grievance arbitration mechanism.

Within the first year of the signing of the original agreement, the Labor Complaint Department heard over 800 cases, mostly concerned with inequitable piece-rates, work quality, unjust discharge, and the lack of a practical grievance procedure. In some cases, small, inopportune sectional strikes flared up and halted production. Both parties realized that many of these disputes required an "intimate and technical knowledge of the industry in all its parts" (Myers & Bloch, 1942; Seidman, 1942; Wolman et al., 1922) and so, early in 1912, they created an eleven-member Trade Board, representing the variety of departments in the shop. The Trade Board was subordinated to the Board of Arbitration. Five representatives of the firm, five representatives of the workers, and an impartial chairman comprised the Trade Board. The decisions of the Trade Board were recorded in writing. Where possible, employee and employer "deputies," settled as many problems below this level as within their power. The chief deputies for each side, the most famous being the future president of the Amalgamated Clothing Workers union, Sidney Hillman, were responsible for placing cases on the Trade Board's docket. And while it was
probably true that the more difficult problems tended to be resolved at higher levels in the process, the Trade Board dealt with issues relating more to facts, while the Board of Arbitration handled the more problematic ones related to principles (Howard, 1920; Myers & Bloch, 1942; Wolman et al., 1922).

The steps through which grievances passed were as follows: (1) With "reasonable promptness," the complainant reported the grievance to his shop representative, who then discussed the matter with the shop foreman. (2) If the matter went unresolved, union and management deputies attended to the case. The shop chairman had to provide the deputy with enough information so that he might deal advisedly with the case. Those not in compliance with this procedure could be disciplined by the Trade Board. The deputies assigned to the case could either visit the workplace, take testimony, or do both. Decisions arrived at jointly were considered binding on the parties, unless either party made an appeal to the next step. This appeal had to be written within three days. (3) The Trade Board then heard written cases placed on its docket. Unwritten appeals to this level were considered settled and not heard. Direct complaints to the Trade Board, without the intervention of shop representatives, were permissible so long as they were in written form. Trade Board representative wrote decisions distributed copies to the union and the firm. Within ten days of the written decision, either party could appeal the Trade Board's decision to the last step in the procedure. (4) All appeals to the Board of Arbitration began with a meeting of the parties to the dispute. The parties prepared their cases in advance and provided testimony, evidence, and all pertinent facts. At the hearing, the parties were granted ample time to present their cases. At the conclusion of the hearings, the Board of Arbitration rendered a decision in writing and furnished copies to the chief deputies of each party.
and to the chairman of the Trade Board. A majority vote of the Board bound the parties to the outcome. However, the Board of Arbitration could order a rehearing if any misconduct occurred during the trial (Howard, 1920; Myer & Bloch, 1942; Wolman et al., 1922).

Describing the early experience with the HSM arbitration system, Myer & Bloch (1942, p.410) write:

> Operating in many markets, under highly dissimilar conditions, the industry's collective bargaining system soon proved flexible and efficient. Chicago continued to set the standard. The successful background of the Hart, Schaffner and Marx system, the size and permanence of the Chicago firms, the strength of the union's joint board and the high caliber of the impartial chairmen made the market a logical proving ground for fundamental policy.

While some contemporary scholars (Howard, 1917; Wolman et al., 1922) believed that many chairmen rulings became part of an industrial common law of not only at HSM, but in the industry as well, some later observers disagree. For example, Myer & Bloch (1942, p. 418) argue that because of the rapidly changing men's clothing market,

> The decisions of the impartial chairman continue to point the way to informal settlement in thousands of cases that never reach arbitration. That these accumulated decisions should develop into a body of common law, however, and establish binding precedents for all like cases is now considered undesirable.

Figures are available for the disputes handled by the Trade Board from April 1912, through June 1914. Of the little more than 1,400 cases filed during this period, 1,178 (84.1%) were settled by deputies; 206 (14.7%) were adjusted by the Trade Board; and only 17 (1.2%) were adjusted by arbitration (Wolman et al., 1922). From these numbers it is hard to specify what type of issues were most commonly dealt with by the parties. However, other sources indicate that
discharges for just cause and wage inequities were numerous (Jacoby, 1986; Morehouse, 1922; Wolman et al., 1922).

The most recent analysis of the principles used by arbitrators in constructing their industrial law of the workplace in the clothing industry, comes from Jacoby (1986). He argues (p. 227) that many of these principles had been borrowed from other sources. For example, "disciplinary procedures and notions of property rights were taken from the craft unions' (including the typographical union) internal disciplinary systems, which conceived of employment as a permanent relation between the union ...and a set of jobs that spanned establishment boundaries." Second, due process and other legal standards were borrowed from the common law. This led to the working out a private system of progressive discipline and a system of private industrial law. Finally, the relations in the industry did not operate in a vacuum. The prevailing attitudes of those serving as neutrals were borrowed heavily from the Progressive movement. These educated persons believed in solving problems, including the often-discussed "labor problem," with the aid of scientific principles and rational administration. The idea that the educated neutral could mitigate industrial conflict was practiced locally in the industry in the setting of piece-rates, and at the national level by the National Civic Federation, and by reformers such as John R. Commons of the University of Wisconsin—the "father of industrial relations." Other working principles noted by others included the practice of good management, responsible unionism, stable wages, no strikes and lockouts, work-sharing, and a variety of management rights to hire and implement technology (Myer & Bloch, 1942; Morehouse, 1922; Wolman et al., 1922).
Despite the lack of concrete evidence, the system that developed at HSM and spread to other centers could be considered successful. Through the first nine years, writer and reformer Ray Stannard Baker (cited in Howard, 1920, p.83) commented: "In the shops of Hart, Schaffner and Marx of Chicago, with 7,000 workmen, since the nine-year testing out of the new idea, lasting through the strain of war and through epidemics of labor disturbances in neighboring factories, there has not been a strike." This was quite an accomplishment given the strike wave of 1919, the threat of the Bolshevism in America, and the largely undisciplined, immigrant work force. As Steven Fraser (1983) makes clear, with the assistance of Sidney Hillman's and leadership, shop floor battles were subordinated to the larger goals of business efficiency and industrial and social democracy.

The development and working of grievance arbitration in the clothing industry provided a model for New Deal labor technocrats in formulating industrial relations policies in the large, mass-production sector of the economy. The case of anthracite coal was similar to the grievance procedures in the clothing industry in that it contained a series of steps, aspired to localized grievance resolution, and provided for a neutral person to resolve unsettled disputes. However, for the first 17 years in operation, it operated more like an employee representation plan because until 1920, coal operators did not recognize the UMW. Even after union recognition, the parties tended to be adversarial. Precedents more than principles guided both arbitrated and locally-derived rulings. In contrast, the relationship in the men's clothing industry proved more cooperative. Although it is difficult to know for certain, personality and philosophical differences between George Baer and Joseph Schaffner determined the proper role that unions were to play in the industry's affairs.
Elements of both the coal and clothing industries disseminated across the industrial landscape after 1940. However, scholars sought to model grievance systems after the case of men's clothing.

Once grievance arbitration became entrenched in the framework of industrial relations by 1940, industrial relations scholars began to study it more closely. Their assessment of grievance arbitration is the subject of the next section. After an introduction to the essence of the modern grievance procedure, the major research streams in the area of grievances will be explored. While contemporary industrial relations and industrial/organizational researchers have made major advances in better understanding the many aspects of the grievance procedure, what remains conspicuously absent is knowledge of the evolution of grievance procedures.

The Modern Grievance Procedure

Through a grievance procedure, management and union establish a system of industrial jurisprudence by which they can carry on continuous collective bargaining and flexibly apply the general provisions of an agreement to specific daily incidents in the shop. A system of 'laws' replaces the arbitrary decisions of individuals, and an orderly appeal to reason replaces the disruptive use of force and coercion in disputes" (Kuhn, 1961, p.1).

William Foote Whyte (1956, p.11) describes the grievance procedure as "a social invention of the greatest importance for our democratic society. Nothing quite like it exists in most countries of the world." Jack Stieber (quoted in Lewin & Peterson, 1988, p.21) adds that "the essence of the grievance procedure is to provide a means by which an employee, without jeopardizing his job, can express a complaint about his work or working conditions and obtain a fair hearing through progressively higher levels of management."
Lewin & Peterson (1988) describe the multi-functional nature of grievance procedures. They argue that its first function is that of compliance with the collective bargaining agreement. Both craft and industrial union representatives serve as contract "policemen," making sure both workers and managers lived up to the labor agreement. The second function of the grievance procedure is adjudicative in nature. This originated out of the experiences of the War Labor Board and the early post-WWII period when binding arbitration of unresolved grievances emerged. (The adjudication of typographical union grievances, and perhaps other unions, antedate the War Labor Board's experience.) A third function of the grievance procedure is administrative. Both labor and management representatives act as expert problem-solvers and members of administrative bodies established under collective bargaining agreements. Finally, the grievance procedure may function in a political manner in which pressure is placed upon management to obtain concessions for one or more groups of workers. James Kuhn (1961) refers to these work-group pressures as "fractional bargaining." In conclusion, Lewin & Peterson (1988, p.26) write: "What all of this suggests is that a thorough understanding of the grievance procedure requires recognition of both the formal and informal nature of the process."

These liberal pluralist views expressed by the authors mentioned above, and others, have dominated most of the early and contemporary scholarship on grievance procedures. One notable exception to an early pluralist view is that of Sidney Lens (1948). Writing in the Harvard Business Review, Lens argues that "class warfare" exists as one of the inevitable results of our complex industrial economy. In the context of this struggle, the grievance procedure is used as a weapon in that battle or, "perhaps more accurately, as a way to
muster strength for it." Lens continues: "Grievance machinery, then, is not a deterrent to class war. It is merely an attempt to organize the conflicts between unions and employers and to contain them within certain specific bounds" (p. 713). A more contemporary criticism of the modern system of industrial relations, codified by statutes and court decisions from the mid-1930s through 1960 and including the process of dispute resolution, comes from a group of critical legal scholars.

These scholars argue that the postwar system of industrial relations, which was architected by many of the men acting as impartial in a variety of industries and governmental agencies during WWII, some of them serving on industry arbitration boards preceding WWII, is premised on an equal balance of power shared by labor and management. In their view, such a balance of power between labor and management is fictional. The architects of the postwar industrial relations system, known as "industrial pluralists," sought peaceful dispute resolution mechanisms, most notably grievance arbitration, with a strong reluctance to discuss existing imbalances in power or issues of class.

The views of the industrial pluralists were not, however, formed during the period of the New Deal and WWII but were largely borrowed from John R. Commons and his associates at the University of Wisconsin. This group helped to institute many private and public policies designed to contend with the "labor problem" during the Progressive era (Atelson, 1993; Stone, 1981).

Whatever point of view is argued, there is no denying the centrality and importance of the grievance procedure in contemporary labor-management relations. And this system of workplace dispute resolution became rooted firmly between 1940 and 1960. This transformation was no better documented than by Sumner Slichter and his associates. In his 1941 book, Union Policies and
Industrial Management, Slichter focused on an emerging "industrial jurisprudence." He argued that collective bargaining was an important method of "introducing civil rights into industry, that is, of requiring that management be conducted by rule rather by arbitrary decision" (p.1). Different unions applied the concept of industrial jurisprudence differently. As David Brody (1993, p. 199) comments, "in coal mining, union agreements did not regulate layoffs; in the needle trades, work sharing prevailed; in printing and on the railroads, it was seniority; a few unions gave job preferences to members; and elsewhere various combinations existed." When the newer industrial unions rose to prominence during the 1940s, they borrowed from the craft unions' ideas of industrial jurisprudence and tailored it to their own experiences. For example, the 1940 UAW-GM established a permanent umpire who ruled on disputes unsettled after the first four steps. The idea for this type of arbitration system came about after several discussions between the UAW's Reuther and the ACW's Hillman. The clothing industry's influence on the UAW-GM agreement also included the first two permanent UAW-GM umpires, Harry Millis (Chicago cloak and suit) and George Taylor (hosiery). Despite garment industry roots, the UAW-GM agreement was unique because it represented the first of its kind in heavy industry. The main difference between the clothing and auto industries' umpire system was "Contrary to the traditions common in the clothing industry, the umpire (in auto) was to refrain from asserting his own ideas on good labor relations policy" (Lichtenstein, 1993, p. 131). In short, he just interpreted the agreement.

While Slichter's 1941 book did not even reference arbitration, his co-authored book in 1960, The Impact of Collective Bargaining on Management, contained three chapters on grievance procedures and arbitration and the case
law that emerged out of the near universal deployment of arbitration systems in heavy industry. The almost 200 pages devoted to industrial self-government and labor-management cooperation in 1941, dwindled to much less by 1960. Most importantly, the 1960 book was written from a managerial perspective in which industrial relations represented a problem to be solved rather than a process of self-government.

As Nelson Lichtenstein (1993, p.114) remarks: "Most striking, the 1960 edition contains no mention of the term 'industrial jurisprudence' nor any section devoted to the implementation of civil rights or a constitutional governance in industry." Maintaining a stable system of industrial relations, one whose goal was uninterrupted production made possible by an orderly process of workplace disputes, came to predominate the thinking of industrial relations scholars. The older craft system of industrial relations, where the union introduced rules to establish certain democratic norms in industry, gave way to a more immediate goal of establishing certain mechanisms that could maintain industrial discipline and resolve economic conflict between big unions and their employers. As this study will illustrate later, the typographical unions were caught up in these changes, but they occurred at a later date. However, through the grievance procedure and arbitration, workers did find protection from management's contractual transgressions, albeit in a somewhat limited manner.

While Lichtenstein (1993) sides with those who critique liberal pluralism on the grounds that the industrial union movement of the 1930s and 1940s could have been more radical, Brody (1993) argues to the contrary and against Lichtenstein's historical contingency explanation for trade union moderation. According to Brody, contractually-stipulated shop-floor rights of workers,
enforced through a grievance arbitration procedure, was part of a system of "workplace contractualism" that emerged prior to the growth of the CIO, the passage of the Wagner Act, and the influence of the WLB. The technology of mass-production and the political-legal system played a greater role in defining the contours of "workplace contractualism."

**The Empirical Findings**

In this section, the major contours of grievance procedure research are discussed. The intent of this review is not to provide an in-depth literature review, but rather to document the nature and findings of research focusing on the grievance procedure since the late 1940s.

Perhaps the most thorough review of the grievance literature from an industrial relations point of view is that by Lewin & Peterson (1988). Their review surveyed the literature from 1949 through 1987. The authors identified key studies that can be classified in five groups: 1. studies that deal with demographic differences between grievants and non-grievants; 2. studies that attempt to document the effects of union and management leadership patterns on grievance rates; 3. studies that examine the effects of organizational structure on the incidence of grievance activity; 4. personality traits and grievance behaviors; and 5. studies that investigate the effects of grievance activity on personal and organizational outcomes.

The authors are very critical of earlier grievance studies. They argue that most of the studies are largely a theoretical; few have tested general models of collective bargaining and industrial relations; few have tested and specified a priori hypotheses; most have concentrated almost exclusively on factory workers, or only a limited group of public sector and white-collar workers; most
employ modest research designs and a small number of variables; and many make limited use of a variety of data collection methods, and employ only basic descriptive and inferential statistics.

Lewin & Peterson (1988) followed their literature review with a study of their own. In order to compensate for the shortcomings of prior research, and to extend the work of Slichter, Healy, & Livernash (1960), they: used a multistage field study which covered four industries and a wide range of employers, unions, and occupations; employed multiple measures of grievance procedure effectiveness, including behavioral and attitudinal measures; incorporated over fifteen independent variables; created a more sound research design; tested hypotheses with more sophisticated statistical techniques; and looked at the consequences of grievance filing.

Richard Peterson's (1992) review is wider in scope because it also incorporated the scant empirical research investigating nonunion grievance procedures. He argues that while still no theory of the process exists, grievance research in the 1980s improved upon those of the early postwar period in that the latter research developed conceptual models, and made greater use of testable hypotheses. In addition, current research concerned itself more with the procedure's effectiveness and less on whether or not the grievant won or lost the case.

He classifies studies in the following manner: 1. grievance rates and the propensity to file a grievance; 2. personal outcomes of grieving; 3. grievance filing and organizational outcomes; and 4. miscellaneous studies (which will not be discussed). Despite much attention devoted by scholars in the early postwar period to the first class of studies, inconclusive evidence exists in terms of demographic and organizational factors that relate significantly to the rate of
grievances. In the area of personal outcomes of filing a grievance, Lewin & Peterson (1988) and others find, compared to those not filing grievances, negative consequences of grievance filing for both workers and supervisors in terms of performance ratings, promotion rates, poor work attendance, and higher turnover. In fact, these studies illustrate that the negative effects are greater for those who pursue their grievances to higher steps of the procedure and for those who win their grievances. Not only do these findings raise important questions about due-process and workplace justice, they also seem to have eroded the once-powerful "exit-voice" hypothesis used in explaining some of the benefits to belonging to a union (Freeman & Medoff, 1984).21

The research of the 1980s has also contributed to the understanding of the effects of grievance behavior on organizational outcomes.22 This stream of "union effects" research may be one of the most important areas being studied in recent years. As a result of these studies, scholars and practitioners are beginning to see how unions impact the performance of firms, and may even contribute to our understanding of why managers in the United States have become more anti-union in the past few decades. However, economics alone cannot explain all of this animus towards unions (see Jacoby (1991) for an historical perspective on managerial attitudes toward unions).

Peterson (1992) comments on these studies related to the grievance procedure and organization outcomes: "The most useful conclusion is that

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21 Instead of quitting, union members settle complaints through the grievance system which, in effect, provides the employee with a voice on the job. In addition to providing employees with certain job rights, employers accrue benefits in the form of reduced absenteeism and higher productivity.

22 Some studies show improved organizational performance measures as a result of improved organizational climates. See Mishel & Voos (1992) for a review on this burgeoning area of research.
heavy grievance activity is associated with a number of unfavorable outcomes for management including poor labor productivity, poor firm performance, absenteeism, and so forth. Heavy grievance activity also seems to be symptomatic of troubled employee and union-management relations" (p.143). If the studies continue to show adverse outcomes for grievance filers, union efficacy in providing workplace justice may be called into question. Perhaps just as important are the implications for global competitiveness. If future studies corroborate the findings past ones, then labor and management officials, if they desire to work in a cooperative manner, must explore ways to make the grievance procedure more efficient. In the conclusion to this dissertation, lessons for contemporary practitioners may be gleaned from the experiences of the Columbus Typographical Union's grievance procedure.

From the studies published during the 1980s, Peterson (1992) draws some general conclusions. First, while the number of studies seeking to differentiate grievants from non-grievants declined, the number of studies investigating personal outcomes of grievance behavior increased. Second, more conceptual models and a priori testing of hypotheses were and continue to be used. In addition, there has been a move in the direction of employing more than one method of collecting data for any given study. Third, some of the past decade's research focused on the views of union members and non members rather than limiting the focus to labor and management officials. Moreover, some studies have placed their studies in the broader context of workplace justice, employing theories of social psychology. Studies of nonunion grievance procedures are one example of this type of research. Fourth, while Lewin & Peterson's (1988) study has gone the furthest in determining the effectiveness of grievance procedures by employing multiple
measures, other researchers have caught on to this approach (see, for example, Mesch & Dalton, 1992). Fifth, more sophisticated statistical techniques have been used to analyze data. However, whether or not conclusive findings result will be determined at a later date.

According to Peterson (1992), future studies should make use of model building; employ multiple measures of effectiveness; be longitudinal in design; investigate post-settlement outcomes; be cross-national in focus; include public and professional occupational groups; and, because of the relatively low union density figures in the United States, should investigate more fully nonunion grievance procedures. No doubt these research ideas will require more than one study.

One more review of the grievance literature should be noted. Gordon & Miller's (1984) review of grievance research and practice, from a psychometric perspective, identify a number of problem areas with the state of grievance research. Most of the shortcomings noted by the authors are related to problems of measurement. For example, they argue that researchers have neither used common formulas for measuring the grievance rate nor common standards for what constitutes excessive, average, or scant grievance activity. In addition, because researchers have not developed a common method of classifying grievances across studies, the reliability of grievance data collected over time is very suspect. Problems of internal and external validity are also prominent, owing to weaknesses in research designs and methods of data collection. Finally, the authors echo a concern of the other major reviewers—the lack of theory in the field. However, it should be noted that the lack of theory is endemic to the entire field of industrial relations. Because the grievance
procedure is a major part of industrial relations, it is no surprise that a lack of theory exists in grievance scholarship.

Grievance research in the 1990s has continued to improve upon the extant literature base. While this progress is important and necessary, neither industrial relations nor industrial/organizational psychologists have explored grievance systems historically. This dissertation can enhance the research being done in the area of grievances by uncovering important factors that affect the process. As will be discussed in later chapters, internal union and employer characteristics, external shocks (e.g., wars, labor laws, etc.), and other factors contributed to shifts in the evolution of the grievance procedure in Columbus's unionized printing trades. Moreover, the persistence of certain issues over time might give hints to the philosophy of American labor.

However, before the case of Columbus is explored, it is first necessary to provide the necessary context for its investigation. Part II discusses the nature of the printing industry, the long craft traditions of printers, the history of the ITU and its unique features, the city of Columbus and, finally, ITU Local 5. Understanding the institutions that affected the local grievance procedure is most important. Some of these institutions operated at the national level (e.g., the ITU and employers associations), some functioned at the local (e.g., Local 5 and local employer associations), and others were rooted at the workplace (e.g., the chapel).
CHAPTER II
EARLY PRINTING SOCIETIES AND THE RISE OF A CRAFT CULTURE

This chapter provides an overview of the compositor's job and the printing industry, divided into newspaper and commercial branches; describes the nature of the work performed by compositors; and explores the nature of early printers' societies and the printers' work culture.

Understanding the characteristics of the industry and the history of printers' associations and their work culture, will help in better comprehending the study of grievance handling in a local setting. To some extent, all of the above factors affected the way in which printers formed, processed, and resolved grievances, although not in the same manner. Industry characteristics, the printers' work culture, and pre-ITU associations alone cannot fully explain how the parties adjusted grievances. The nature of the ITU, in combination with larger economic, social, political events, as well as distinguishing personalities played important roles. While it may be impossible to sort out each factor's independent contribution, together they are important. Only when researchers conduct similar historical investigations of the grievance procedure in other settings can more confident generalizations be made.

The Compositor's Job

Prior to Ottmar Mergenthaler's invention of the linotype machine in the 1880s, typesetting was the same as it had been during the 16th century.
Before the linotype the compositor did all of his work by hand. The linotype revolutionized the art of composition, changing forever the process by which type is set.\(^1\)

The production process included labor inputs from other skilled and lesser-skilled craftsmen. These other crafts were part of the International Typographical Union (ITU) until about 1889. After that year, individual crafts such as pressmen, bookbinders, photo-engravers, stereotypers, and lithographers began organizing into their own independent unions. This dissertation will not discuss these trades once they declared independence from the ITU.

Prior to the 1890s, hand compositors were responsible for the total preparation of the matter\(^2\) before it was passed on to the pressman (Maradie, 1984). However, changes in the printing process were beginning as early as the 1820s, as described by Wallock (1984, p. 23):

... to achieve greater productivity and profitability, typographical employers introduced an increasingly elaborate division of labor, a succession of steam-powered presses, and a system of supervision in their firms. Though fully trained in the arts and mysteries of their craft, urban printers of the early nineteenth century began to specialize in either composition or presswork and, as time went on, to concentrate in either the newspaper, book, or job branch of the trade. Typesetters were further divided into 'piece hands' (doing composition and distribution) and 'weekly hands' (responsible for make-up and imposition). Yet despite these changes in their labor process, through the mid-

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\(^1\) According to Gregory Giebel (1979), the first major technological innovation in the industry involved cylinder presses invented by Robert Hoe during the mid-nineteenth century. Together with the introduction of the linotype machine in the late nineteenth century, "(t)he introduction of mechanized production into the industry printing centers was largely completed by the beginning of the twentieth century" (p. 229).

\(^2\) Matter was pieces of type—the printer's raw material. Before employers introduced linotypes, compositors received piece-rates, measured, for the most part, by the width of the letter "m." (See Barnett (1909) for a discussion of the problems associated with the measurement of matter).
1880s those who set type retained their essential handicraft skills and continued to command the highest average wages received in any trade.

There was a finer division of labor in the larger shops. In addition, printers need to undertake different preparatory depending on whether they worked in commercial or newspaper offices (Clark, 1932). However, once the compositor received his copy, his job differed little across shops.

The printer stood in front of a high, sloping table or desk, on the top of which rested a divided tray containing the various types called the "case." After glancing at the text, which was situated atop the desk, the printer, with his right hand, removed the appropriate metal or wood characters individually and placed them side by side in the composing stick he held in his left hand. He then would space or justify the characters using blank spaces. If he worked in a commercial shop, he also had to divide the matter uniformly into pages, called make-up. The printer had to be able to read the letters upside down and backwards, the way they were laid in the case. He also had to prove his skills and literacy in other ways. Working at rapid speed, work demands required the compositor to decipher illegible handwriting, poor spelling, and defective punctuation (Maradie, 1984; Wallock, 1984).

After the compositor filled his stick with ten to fifteen rows of type, he dexterously lifted the lines, tied the work with string, and transferred it to a "galley" where he took a proof. When the galley contained forty or fifty lines of matter, the printer secure the type with pieces of tapered wood called "quoins." Once completed, the compositor transferred the work to the pressman for an initial proof. However, the compositor's job was not finished (Pretzer, 1986; Wallock, 1984).
After the printer completed text composition and galley make-up, and after the proofreader verified the correct galleys, the printer removed the contents of the galleys and placed the pages on a marble slab called the "imposing stone." Together with a series of related tasks, the compositor ordered and secured the pages so that they could be lifted onto a bed of the press without falling apart. And once the pressman accomplished his job, the compositor disassembled each page and returned the characters to their appropriate box. For refilling his cases the journeyman received no pay. Moreover, it was not prudent for the compositor to throw the characters back into the box in a haphazard fashion because it only added to the amount of unpaid work when he began the process over. Until the 1890s, compositors were paid by the piece, not by the hour (Barnett, 1909; Maradie, 1984; Wallock, 1984). The introduction of the linotype and related machines contributed to the change in wage payment. These machines could out produce a hand compositor. Given such dramatic changes in output and the nature of work, employers and the ITU agreed to do away with piece-rates, although they did so for different reasons: employers were concerned with rising labor costs, and the union wanted to control the pace of work and sought to prevent speed contests.

Describing the effects of mechanical typesetting machines such as the linotype on the work process, Loft (1944, p. 43) writes:

The implications of the Mergenthaler linotype were truly revolutionary in the printing field. The handicraft of typesetting was shaken to its roots by the installation of these mechanical, compact type foundries in the composing rooms. In place of laborious work... building words letter by letter and carefully redistributing the used type, the pressure of a finger on the keys of the linotype assembled type matrices and the shift of a lever caused a justified line of type to be freshly cast from the matrices.
The matrices were then redistributed mechanically and the type slugs were melted down after use.

While the printer would still have to redo an entire line if he hit one or more of the ninety keys mistake (Maradie, 1984), the major difference between the two methods was in speed. Estimates vary on how much faster machine typesetting was in comparison with hand composition. For example, while machine manufacturers rated output to be ten times faster than that of the traditional hand method, a government study conducted around the turn of the century concluded that "machines were from three and a half to ten times more productive than manual compositors, depending on the nature of the job to be set, the type size, and the skill of the printer; as a general average, they were six and a half times faster" (Kelber & Schlesinger, 1967, p.7). Newspaper publishers invested in typesetting equipment more heavily than did commercial printers. Two reasons account for this: 1. savings in production time were of paramount importance to daily papers, and 2. newspapers had larger labor forces and more capital to invest than the average book and job shop (Kelber & Schlesinger, 1967).³

As revolutionary as machines were to the production of printed matter, it has been more difficult to estimate the displacement effects wrought by the linotype's introduction. The ravages of the depression of the middle 1890s confounded accurate displacement estimates. George Barnett (1905) estimated the potential displacement effects to be much greater than the actual effects for the following reasons. 1. employers hired practical printers, already employed, to operate the machines; 2. An operator could achieve high

³ In 1901, there were over 4,000 linotype machine in use in newspaper offices nationally compared to a little over 830 in commercial offices. By 1904, the gap was still very significant: newspapers employed almost 5,500 machines, while commercial shops only 1,638 (Kelber & Schlesinger, 1967).
productivity only with a few year's experience; and 3. the cheapening cost of
composition acted as an immediate stimulus to the demand for newspapers.
To these reasons may be added another: ITU policy required that only
"practical printers" could operate machines. ITU rules permitted apprentices to
operate typesetting machines only after four years. In general, the ITU did not
oppose the machine's introduction, but instead guarded jealously its use in
union shops (Kelber & Schlesinger, 1967).4

As mentioned in the introduction of this chapter, the printing industry
was divided into two main branches, newspaper and commercial. The
objective of the next section is to compare and contrast these two branches of
the trade.

The Printing Industry

According to Gregory Giebel (1980, p. 48), "people make the mistake of
believing that printing begins with Gutenberg in the middle of the fifteenth
century." Instead, Giebel argues, the origins of printing may be traced to the
ancient Egyptian's use of pictography sometime between 1085 and 950 BC.
Moreover, scholars believe the Chinese invented paper around 200 BC.
Paper, in combination with stone and wooden blocks of ink, developed about
400 AD, produced printing in the form as it is known today.

Johann Gutenberg contributed to the evolution of printing by combining
successfully the necessary components of typecasting, ink manufacturing,
punch cutting, composing, press and paper into a single workable system
which resulted in the production of his famous bible in 1455 AD. For the next

4 See Barnett (1905) for a more detailed discussion of the internal union
debates concerning the introduction of linotypes across ITU jurisdiction.
three hundred years, the industry used Gutenberg's system until the steam
engine revolutionized presswork (Giebel, 1980).

In the larger cities, before the 1880s, newspaper and job printing were
part of the same establishment, which usually emphasized newspaper
production (Loft, 1944). By 1880, however, job printing\(^5\) became a distinct
industry which employed over 58,000 workers in close to 3,500 shops. By
1937 this branch employed over 192,000 employees in close to 14,000 shops
(Brown, 1942). The newspaper industry experienced a period of rapid growth
after the Civil War. Daily papers increased from about 900 in 1880 to a peak of
2,461 in 1916, owing to an expansion of the evening press. By 1939, however,
the numbers declined to about 2,150 dailies. The declining trend in the number
of papers published occurred despite the fact that between 1910 and 1930 the
total population in the United States increased by more than a third, urban
population by almost two thirds, and the number of urban centers by over fifty
percent. Total circulation, however, increased during this period, following
closely the trends in population growth. The growth of one-newspaper cities
developed along with the decline in the number of newspapers and their
relative concentration in larger cities (Burns, 1942).

In contrast to the concentration taking place in newspapers, the
commercial branch experienced more variability. According to Emily Clark
Brown (1942, p.119), a keen observer of the commercial branch,

\begin{quote}
This industry ranges all the way from the tiny old-fashioned
'bedroom shop' to the huge plant with two or three thousand
employees, producing mail-order catalogues, telephone
directories, or popular periodicals and books, by methods
approaching mass production. A large part of the products are
\end{quote}

\(^5\) The use of the terms "job," "book and job," and "commercial" all refer to the
more competitive and non-newspaper segment of the industry. Throughout
this dissertation, they will be used interchangeably.
the unstandardized, made-to-order, small-run jobs needed by local businesses. The typical printer is small.

Big commercial plants competed more often on a national basis, although most local printers fulfilled the needs of local customers.

Historically, New York and Chicago were the largest printing centers, each having employed about 15 percent of all commercial wage earners in 1937. No other city employed as much as 5 percent of the total. But with the growth of wider competition, came a move away from the larger cities. From the standpoint of the larger cities, the trend had been toward decentralization. On the other hand Brown (1942) notes that "substantial amounts of work gathered from a wide geographic area are being centralized in large plants in the country or in small towns. The market has widened under the influence of improved transportation and communication" (p.121). Wages, postal rates, and distribution factors contributed to this shift from large cities and from the East, to the newer centers where large plants competed successfully with plants in older areas. This trend accelerated after 1960.

Unlike most consumer goods, the daily newspaper is perishable. Consequently, newspaper publication has unusual and rigorous production requirements. Speed, timeliness and regularity of issue are essential to the gathering and dissemination of news and, to a lesser degree, of advertising (Burns, 1942). Robert Burns's (1942, p. 33) description of the nature of newspaper production is worth quoting:

Daily and periodic changes are much more important in the newspaper industry than the relatively small seasonal variations in production. The volume of news and advertising may vary considerably; a sudden decrease may create surplus men on a shift, while an increase in either or both may involve extra work and overtime. A newspaper cannot stagger its requirements uniformly throughout a twenty-four-hour period; it must have the required labor forces available on call to meet production needs
within single shifts. These factors, in addition to the costliness and complexity of machines used, have in part determined the type of labor employed and the need for an elastic labor supply.

In newspaper mechanical departments, where compositors were found, wages were only a minor part of total production costs. In 1936, wages comprised about 23 of total expenditures. Newspapers generated most of their revenues from the relatively inelastic news circulation (1/3), and from a more cyclical advertising component (2/3). Income in this branch had been relatively stable during depressions compared to commercial printing and manufacturing in general; but it has lagged somewhat in recovery (Burns, 1942).

In general, decreasing unit costs and economies of scale production characterized newspaper production. Man-hour requirements did not rise proportionately with increases in circulation. Consistent with neoclassical economic theory, such economies of scale were inconsistent with competitive conditions (Burns, 1942). In the commercial branch, more intense conditions prevailed.

Commercial employers were often better craftsmen than businessmen, products were usually unstandardized and made to order, and the life-span of a small shop was short. Excessive price cutting, including wages, usually took place in slack times. Although trade associations had attempted to educate shop owners in the economics of the industry, most owners were ignorant of their cost schedules. For them labor costs became the target during cost-slashing campaigns. More so than in the newspaper branch, commercial printing followed more closely, and was more sensitive to, swings in the business cycle (Loft, 1944). Brown (1942, p. 123) sums up the nature of the commercial branch:
In short, the industry is one in which many small plants come and go, making poor livings if any for their proprietors, but in which the successful firms make good profits. In general, the average profit ratios rise, according to (a trade association's) records, from groups of the smaller plants to the larger ones.

Jacob Loft's *The Printing Trades*, published in 1944, analyzes the industry from 1899 to 1939. Some of the topics he covers include the nature of the business, labor conditions, and industrial relations. The sub theme that he develops with respect to the industry in general is that of "forty years' growth." He argues that in the first forty years of the twentieth century, while American manufacturing was burgeoning, printing and publishing grew at a swifter than average pace. In addition to rising real wages over this period, he highlights the relatively stable cyclical fluctuations in printing as compared to manufacturing in general, when measured in dollar value of products. But as mentioned above, compared to commercial printing, newspaper production was more immune to the vagaries of economic cycles.

Loft summarizes this period in the following manner:

In brief, the value of printing and publishing products increased at a much greater pace in the years following 1899 than was true of manufacturing industry in general. The contribution of both newspaper and commercial printing to the total value of products of all manufacturing industries was appreciably larger in the closing years of the 1930's than in 1899. The output of the book and job shops mounted more swiftly than that of newspaper and periodical plants during most of the four decades following the turn of the century. Nevertheless, the latter branch... continued to account for the bulk of printing activity during the twentieth century. In addition, although both branches of printing exhibited steadier behavior in the course of cyclical fluctuations than manufacturing industry as a whole, newspaper and periodical printing reacted less sensitively to depression factors than did book and job printing" (p.7).

From the linotype's introduction in the 1880s through 1960, gradual innovations and refinements characterized the newspaper branch (and to
some extent the commercial branch). As a result, industry stability and prosperity did not upset the industry's social organization. Unions, especially the ITU, were able to maintain their relative power to control work through an elaborate system of work rules and contractual language which prevented small shops from introducing competition into the labor market (Giebel, 1980).

At mid-century, Giebel (1980) argues that four industry characteristics made possible the ITU's strong control over labor. First, the speed and control of technological innovations were gradual. And those changes which did occur between 1910 and 1960 were introduced on a relatively even and universal basis. Union training schools handled changes that demanded new skills, while the union varied the number of apprentices in response to changes in labor demand. Second, the nature of the industry meant that a labor dispute, even for a short duration, could disrupt production schedules and/or persuade customers to take their business elsewhere. As a consequence, local union leverage increased during both the negotiations and administration of contracts.

The size and structure of the industry was a third industry characteristic which provided strong union control over the labor market. "What began in 1638 in a tiny printing shop in Cambridge, Massachusetts, grew to 30,000 printing and publishing establishments in the United States. More than eleven percent of all manufacturing units, or one unit in every nine is in the printing category" (p.59). Most of these shops were small, averaging around 25 printers per shop as late as 1955. As a result, the great majority of these privately-owned, small, single-shop operations were no match for the relatively strong, ITU-backed locals.
Finally, a significant portion of the industry became concentrated in the large, traditional printing centers. These centers contained commercial districts in which the majority of the printing establishments were located. Many of these smaller firms contributed their specialized services to the larger, more integrated producers. Union halls, restaurants, and tap rooms were just as concentrated in these centers. These institutions provided printers and employers with a strong occupational community which became characteristic of the printing trades (see Lipset et al. (1956) for a more in-depth discussion on printers' occupational communities).

The concentration of firms facilitated union organization and administration of the most important segments of the industry. According to Giebel (1980, p. 61):

Printing unions have never had a relatively high percentage of printers within their organizations. What has traditionally given them strength has been the high degree of printers organized within large and important centers of production. This degree of strength has been further enhanced by the degree to which these centers operated autonomously from one another...Competition between centers was a relatively small portion of a center's business therefore labor settlements were not greatly influenced by lower wages or looser working conditions which might exist in other centers.6

In summary, these four characteristics permitted ITU locals to control not only the labor market but also working conditions. For many years the ITU epitomized Selig Perlman's (1928) concept of "business unionism" or, as others would describe it, "job consciousness." These conditions provided the context in which printers, and those who wrote about them, would develop

6 Since the early 1960s, new technology, the reorganization of both firms and the industry, and the outmigration from traditional printing centerss combined to create a more hostile environment for the ITU. These changes will be explored in more detail in the epilogue.
such a philosophy of trade unionism. Even the subject matter of grievances and the manner in which they were handled could be explained, to some extent, by this philosophy. However, as the next section illustrates, printers' unions were not born with such business union ideals.

**Early Printer Societies**

Much of what has been written of early printer societies has focused upon the institutions and the various programs that journeymen printers developed to protect their interests at the workplace and in the community. The works of George Barnett (1909) and George Tracy (1913) are typical of this type of scholarship. However, along with the new labor historiography that developed in the 1960s came a fresh way of looking at early printer societies. In addition to the traditional focus on institutions and the economic forces that led to the rise of printers' societies and later more stable unions, these historians, aligned with the New Left, have also explored the world of printers by focusing on their customs, cultures, and other activities beyond the realm of the workplace and unions. In this section, both styles of historical writing are used to sketch what it was like to be a printer in America during the late eighteenth and most of the nineteenth century. The goals of providing this overview are to understand better how typographical unions formed, and to gain insight into their various principles later incorporated into union laws and labor contracts. More importantly, for purposes of this dissertation, many of these principles were the source of grievances that endured well into the twentieth century.

Although the local typographical unions upheld the standards of the more centralized ITU, especially after the 1890s, the industry's geographical
dispersion gave locals some degree of freedom from the ITU. However, there was a glue that kept these locals in close contact with each other. That glue was the peripatetic or "tramp" printer, who traveled about the country in search of work. Tramps carried with them the learned culture and customs of the trade. The dissemination of culture through tramping may make the Columbus experience case similar to other jurisdictions.

William Pretzer (1986), in his study of the printers of Washington D.C., 1800-1880, is also concerned about the generalizability and the larger significance of his investigation. He argues:

What was immediately clear was that Washington's printers drew upon a heritage common to all printers in the United States. Not only the republican component of the printers' ideology but the craft customs, rituals, language, and social relations at the workplace were common to printers everywhere. The craft culture emanated from the work, not the locale. While there were local differences and while some customs and controls might be more influential in one place than in another, there was a broad consistency in the forms and values of the craft culture (p.5).

With the concern for generalizability addressed, next is a discussion on the rise of printers' labor organizations.

Barnett (1909, p. 3) notes that "(t)he history of association among American journeymen printers begins with the last quarter of the eighteenth century." Journeymen printers held mass meetings for the purpose of discussing trade questions in New York in 1776 and in Philadelphia in 1786. Prior to around 1795, printers often called secret meetings to formulate a statement of demands to be presented to the master printers. Through a committee, journeymen printers presented the newly framed price list to master printers. If the masters did not meet their demands, the association disbanded until the next time masters cut prices (Barnett, 1909; Tracy, 1913). Scholars
consider the 1786 "turnout" in Philadelphia by 26 journeymen as the first walkout conducted by printers in America (Lause, 1991).

Journeymen printers formed continuous organizations, called societies or associations, in New York, Philadelphia, Baltimore, and Boston around the beginning of the nineteenth century (Barnett, 1909). Many of these societies disbanded after only a few years in existence only to reconstitute themselves at a later date, sometimes under a different name. Examples of this can be found for New York, Baltimore, Boston, Philadelphia, and Washington (Tracy, 1913).

The societies which formed between 1802 and 1815 were of a uniform type. All of them, according to Barnett (1909), organized to establish and raise prices. While they concerned themselves with price regulation, they all had beneficiary functions, which provided financial assistance to members and their families in times of sickness, death, and poverty. Between 1815 and 1830, few new societies formed; some older ones such as those in Baltimore, Boston, Albany, and New Orleans collapsed owing to the War of 1812 and the Panic of 1819 (Lause, 1991). Most of the existing organizations transformed themselves into purely beneficial organizations. For example, Pretzer (1986, p. 161) writes: "In following the Philadelphia (established in 1802) society's example, the Washington journeymen were adopting practical measures designed for first Benevolence, and second, the establishment of a regular system of prices." Of all the societies known to be in existence at the time, only the Columbia Typographical Society of Washington survived to 1830 without relinquishing its wage regulation function (Barnett, 1909; Lause, 1991). The Washington society became very interested in controlling the local supply of labor through a four-year apprenticeship regulation. Many northern locals worried about "half-way" or "two-third" journeymen, improperly trained and
willing to work for wages at less than scale. Between 1815 and 1830, societies began communicating to each other by announcing their price lists with the expectation that journeymen would refuse to work below scale and maintain living wages (Pretzer, 1986).

In the twenty years prior to 1850, "associations," revived (Lause, 1991; Tracy, 1913). The organizational revival in printing was part of a more general interest in labor organization during this time (Barnett, 1909). From 1830 to 1836, printers' associations formed in New York, New Orleans, Baltimore, Cincinnati, Philadelphia, Richmond, Natchez, Charleston, Harrisburg, Nashville, Mobile, Augusta, and Columbia. Between 1836 and 1840, associations sprang up in Boston, Lexington, St. Louis, Louisville, Vicksburg, Detroit, Rochester, Tallahassee, Jackson, and Columbus (in either 1832 or 1839). Many of these unions, including Columbus's, died after only a short time in existence (Barnett, 1909; Tracy, 1913). According to Barnett (1909, p. 13), "By 1840 the movement had subsided and it is probable that by that time very few of the associations were left in existence." Journeymen unwillingness to support a continuous association after the members realized their objectives, contributed to their decline in the 1830s.

From 1848 through the 1850s, the organization of new locals proceeded rapidly, as locals sprouted in Boston, New York, Philadelphia, New Orleans, Indianapolis, San Francisco, Trenton, and Pittsburgh. In general, into the twentieth century, while membership fluctuated because of industrial recession or depression, individual associations proved more resilient (Barnett, 1909; Tracy, 1913).
The Printers' Work Culture(s)

Selig Perlman, in *A Theory of the Labor Movement* (1928) uses the example of the ITU to support his thesis that the American working class was pragmatic in its approach to its relations with employers and with respect to its larger mission. Uninfluenced by intellectuals, the ITU exuded what he calls "job control" unionism. This philosophy's roots grew from the manual laborers' "scarcity consciousness." Perlman describes this outlook as follows: "The manual worker is convinced by experience that he is living in a world of limited opportunity...The business man, on the contrary, is an eternal optimist. To him the world is brimful of opportunities that are only waiting to be made his own" (p.239). As a result, most American workers, but especially unionized printers, developed a system of job controls that established collective ownership over opportunity and parceled it out to members. By the late nineteenth century, the ITU's ownership of job opportunities developed into union rules governing hiring, firing, seniority (priority), work-sharing, and others. To Perlman, the ITU's work rules, for many years determined unilaterally, were the "most far reaching system of 'job control' yet devised by any union" (p.272). But prior to the late nineteenth century, printers did not always typify a conservative "business unionist" philosophy. To understand what caused this change in philosophy, it is necessary to return to the late colonial and early national periods in American history for a discussion of the culture and customs of American printers.

The Printers' Customs

Two specific studies are useful in helping to paint a picture of what it was like to be a printer during the nineteenth century in the United States. Both
Leonard Wallock's (1984) *Chapel, Custom, Craft: the transformation of the struggle to control the labor process among the journeymen printers of Philadelphia, 1850-1886*, and William Pretzer's (1986) *The Printers of Washington, D.C., 1800-1880: work culture, technology, and trade unionism* place their studies within the newer historiography of American labor history. Focusing primarily on what the printers thought about their place in American political economy and society, their perspective is from the "bottom up," as opposed to the works of traditional labor historians such as John R. Commons, Selig Perlman, and George Barnett, which are more institutional, or "top down" in approach.

According to Pretzer (1986, p. 98),

> The specific content of a craft culture involves the meaning and defense of skill, the transmission of values and knowledge through apprenticeship, and the explicit use of traditions to maintain privilege in the workplace. The culture is specifically derived from the notion that workers should maintain the trade as a community trust.

The printers built their work culture around notions of respectability, independence, mutuality, and the right of a man to control his work. In general, for most printers, employers and employees shared similar interests. This collective culture allowed workers to control the labor process, maintain independence at work, and heighten their sense of stewardship over the trade. According to Pretzer (1986), the culture's origins lay in early modern Anglo-European practice. By the nineteenth century, the work cultures of printers throughout Europe and the English-speaking world were very similar. However, American printers formed a culture tailored to their specific circumstances.

One workplace institution which printers used to regulate the trade, adjudicate disputes among men, and imbue apprentices with the values of the
craft was, and still is, known as the "chapel." Beginning in America in the 1830s, this form of workplace governance became common among journeymen printers. Wallock (1984, p. 63) notes: "Through the agency of chapels, journeymen introduced their own governing institution into the workplace which gave them considerable authority over daily affairs at the point of production and which provided them with a strong foundation for the establishment of unions." And as will be discussed later, the chapel played an integral role in the resolution of grievances not only between union members but also between union members and employers. Unlike other unions, chapel members voted on each other's grievance case as part of the normal appeals process. Beyond the chapel, members from other chapels also helped to adjudicate grievances at the local union level.

There is some evidence that the term chapel originated from the introduction of printing into England by William Caxton, who executed work in a chapel attached to Westminster Abbey during the Middle Ages (Wallock, 1984). There are stories told that during the days when laws forbade workers to band together in unions, printers discussed union affairs in religious chapels to evade the law. The perpetuation of the term in colonial and modern America reflects the printers' belief that their craft was the "art preservative of all others," an essential force in the shift of western civilization from a world centered on the church to a secular world grounded in science and reason embodied in the printed word (Lause, 1991).

The rules of the chapel concerned both personal and professional conduct. The union outlawed fighting, swearing, drunkenness, and being careless with office property. The union also conducted trials, with fellow printers serving as jurors, if a printer violated any of chapel rules. A majority
vote settled the issue although, after 1900, local members could appeal local disputes to the ITU. The oldest, probably the most senior, printer in the shop presided over the trial. Union members referred to this person as the "Father of the Chapel." In later years, the union called him the "Chapel Chairman." Union printers invested in this person the authority to interpret and to enforce the scale of prices and the customary rules of the trade (Wallock, 1984). When locals bargained collectively, the ITU enhanced the chairman's role to include the policing of labor contracts to ensure both employer and member compliance. Industry conditions, including the decentralized structure of bargaining, permitted the chapel to operate in virtual autonomy from the ITU (Lipset et al., 1956).

Although it is not clear exactly how much of the dues, fines, and other monies collected by the chapel went to "Chapel Drink," not an insignificant amount went toward celebrating with drink (Wallock, 1984). According to Pretzer, 1986, p. 128):

Drink had always been intimately associated with the printing trade. To be blunt, printers were notorious drinkers. There were traditions of drink in printing offices in Europe, England and America. Early in the nineteenth century there were routine breaks in the workday for refreshments and special occasions, such as when an apprentice finished his term, when food and drink were supplied... Nearly every artisan trade had customs relating to drink...

Despite the prevalence of drink in printing establishments, employers, typographical societies, and later unions worked during the nineteenth century to keep alcohol out of the workplace. Each party had its own reasons for doing so. For the employer, alcohol disrupted the flow of work; for unions,

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7 It is difficult to determine whether the term "Father" had religious connotations or, because he was the oldest in the shop, paternal ones. In either case, the father of the chapel was a very important person in the union.
drunkenness posed an affront to the craftsman's respectability. Try as the parties did, as Pretzer (1986) indicates, drink and work were not two distinct practices. Rather,

(D)rinking continued to be an established element of the printer's culture. Not only was it continually offered at celebration, but a nightly visit to a tavern was a fixed part of the routine of a compositor on a morning newspaper. There was a tradition that alcohol helped prevent the respiratory diseases to which printers were especially prone. Compositors often attributed their propensity to drink to the debilitating work routine which required them to concentrate for long hours in ill-lit and poorly ventilated rooms. Drink was a part of masculine culture and working-class culture, and it was a symbol of the worker's independence and conviviality" (p.129).

Problems with drunken printers factored prominently into Columbus Typographical Union No. 5's grievance procedure. As will be illustrated later, employers posted office rules prohibiting drinking at work, while foremen acted swiftly to discharge those caught sipping from the bottle, especially where productivity suffered. Despite alcohol's prevalence in printers' lives, drink was not necessarily the major element of the printer's work culture.

Institutions such as the trade union, the beneficial society, and the building and loan association, as well as a host of activities such as the annual supper, fancy ball, theater, picnics, athletic events, and funerals, all contributed to the shared loyalties of those in the printing trade. Participating in many of these events were not only local printers but also printers invited from other locations, employing printers, local dignitaries, and the relatives and friends of the host organization (Wallock, 1984). Nineteenth-century typographical associations participated in civic celebrations of Washington's birthday, the Fourth of July, the 1830 French Revolution, and Presidential inaugurations. Marching in these parades, local printers prominently flew their union flag and
gave exhibitions of their printing skills. In addition, unlike their European counterparts who had religious patrons to whom they showed their devotion, American printers paid homage to Benjamin Franklin. As early as 1786, master printers banded together in celebration of Franklin's birthday. In 1787, journeymen printers and masters celebrated the man who was the symbol of the republican mechanic who struggled for his country's independence. Franklin was the model artisan who worked hard and lived frugally, rioted against the Stamp Act, fought the Revolution, and helped establish the republican principles of the Constitution (Pretzer, 1986).

Columbus printers were no different from other printers in their annual celebrations of Franklin's birthday, their participation in civic celebrations, their beautiful eulogies to deceased fellow printers, their financial assistance to widowed wives of printers, their union's purchase of burial plots for deceased members, their athletic contests, and their support of fellow workers on strike in Columbus or other parts of the country. Other features of the trade contributed to this sense of occupational community.

The nature of the work process—being paid for those periods in the day when copy was scarce, working late afternoon to the early morning hours to produce morning papers—not only afforded printers the opportunity to socialize in or out of work, but also set them apart from their friends and families (Lipset et al., 1956). Owing to the geographical dispersion of the industry, and the frequent fluctuations in both the economy and demand for printed goods, printers often moved about from one location to another. "Tramping" as it was called, was part economic and part cultural. Many printers were imbued with a strong sense of independence and mutual aid. Tramps were often used as "subs" for one or more evenings for the more
sedentary compositors. Their casual work habits and migratory propensities matched the irregular and shifting employment patterns in the newspaper branch. Tramping was most extensive between 1860 and 1890 (Pretzer, 1986), a period that also witnessed tremendous huge growth in newspaper production.

The deployment of substitutes caused much consternation within the ITU and its subordinate locals. The ITU worked out a priority law in 1890 to deal with this issue. In Columbus, the issue of subs and the rights of journeymen to control their "situation" led to many grievances spanning the course of many decades.

Tramping and related issues caused problems for many typographical unions because tramps, at times, broke strikes, exhibited a disdain for authority, were fond of drink, and thinned the ITU's unemployment chest. Tramping was not completely deleterious to the ITU. For example, Wallock (1984, p. 99) argues that,

(while tramping endowed printers with a rich occupational folklore, it had the still greater significance of furnishing journeymen with a vision that was national in scope, a mobility that proved essential to organization, and to a network of locals that gradually encompassed the largest cities and towns from the Northeast to the far West of the United States and Canada. From an organization which in 1853 had but 12 locals and 2,112 members the International Typographical Union grew into a powerful institution which in 1887 boasted 187 locals and 19,190 members.

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8 Compared to printers working as substitutes, sedentary printers held "situations," or steady jobs protected by seniority rights. Situation holders, according to ITU law, chose their own replacements either when they wanted a day or evening off or when union overtime rules required them to do so. Situation holder had to hire subs in priority order. Job rights as property rights, discussed later in the text, involved employers in the more stable newspaper branch more than in the commercial branch.
By 1920 tramping was virtually dead, victim to changes in the industry as well as a narrowing of the printer's work culture, which focused on individual job security as opposed to craft cohesion. During its heyday, the more sedentary printers struggled with the practice of tramping. Pretzer (1986, pp. 139-140) argues:

In truth, the opposition to tramps in the last quarter of the (nineteenth) century was based on the fact that they epitomized the values of independence, respectability and reciprocity which appeared to describe fewer and fewer printers...More than the economic threat they posed, tramps represented a condemnation of those journeymen who allowed themselves to become specialized, dependent workers, even as they claimed allegiance to the old craft culture.

A Variety of Cultures but also a Dominant One

In his study of Washington, D.C. printers, Pretzer (1986) defines work culture as the "beliefs, values, and practices that combined with the technical

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9 This is the prevailing argument. However, Maradie's (1984) study of the Columbus Typographical Union argues otherwise. She shows evidence that during the 1920s the local classified about one-third of its membership as "miscellaneous." These printers did not experience stability on the job the way printers in the large newspaper offices did. And while the printing industry grew nationally, especially in the newspaper branch, stable jobs became more scarce in the commercial branch. Priority and apprentice regulations helped entrench these lucky newspaper compositors. Throughout the 1920s the local union continued to accept traveling cards. She takes issue with labor historians who have interpreted the success of the ITU as success in establishing job controls. According to her, these historians "have over-emphasized the union's organization of the newspaper field at the expense of the unstable conditions that existed in the commercial field. Furthermore, they have based their conclusions on the studies of large locals because most of printing's output took place in the larger cities. However, most of printing labor resided in small and medium-size cities... where the number of job situations were limited" (p. 101).

Maradie's argument is supported by long-time Columbus ITU member and officer, Gus Gassman, who said that the local stopped taking in travelers only during the 1970s, when automation in newspaper offices led management to lay off compositors. During the late 1960s and early 1970s, however, Gassman, as the local's secretary, took in between 10 to 15 travelers per month, mostly in the newspaper offices (telephone conversation 10/28/93).
demands of production to define the journeymen's workday world" (i). Derived from Anglo-European antecedents, the printers' work culture embodied the values of mutuality, respectability and independence. The culture promoted solidarity as well as work control, and formed during the late eighteenth and early nineteenth centuries corresponding closely with the values of artisan republicanism espoused by urban craftsmen.10

Wallock (1984, p. 105) describes the dominant printers' culture in much more detail. A composite sketch of this culture included, in addition to the labor theory of value,

codes of knighthood and gentlemanliness, the moral precepts of Benjamin Franklin, the ideals of brotherhood found in religious and fraternal organizations, the 'mutualistic ethical code' found among craftsmen,...the political writings of Tom Paine, the 'notions of right' embedded in Protestant and Enlightenment thought, the English concept of the 'Trade,' and the paternalistic attitudes of master craftsmen.

10 Artisan republicanism, rooted in politics, is difficult to define; to different people it had different meanings. However, Sean Wilentz (1990) provides a broad characterization. Americans who had just fought against monarchy and aristocracy during the American Revolution formulated a radical, nearly utopian vision of republicanism. There were five interlocking concepts that comprised it:

first, the ultimate goal of any political society should be the protection of the common good, or commonwealth; second, that in order to maintain this commonwealth, citizens had to exercise virtue, the ability to subordinate private ends to the public good when the two conflicted; third, that to be virtuous, citizens had to be independent of the political will of other men; fourth, that to guard against the rise of tyranny, citizens had to exercise their citizenship and be active in political life; fifth, that all citizens were entitled to equality under a representative democratic system of laws (p. 59).

Derived from the larger concept of republicanism, a distinct form of artisan or working-class republicanism developed in response to the dramatic changes taking place in market relations during the early nineteenth century. Workers feared that undemocratic power blocs—banks and corporations—would threaten republican values and create a permanent wage-earning class.
At times some of these elements conflicted with others. And to make matters more complicated, there existed competing subcultures which tugged and pulled at printers for their allegiance. By the late nineteenth century, as a consequence of industrial, political, and work cultural changes, printers came to resemble Selig Perlman's classic definition of "job conscious" workers.¹¹

Because describing the dominant culture in detail would be too time consuming, only its essence will be discussed here (see Wallock (1984) for an in-depth treatment). In general, the dominant culture stressed collectivity over individual advancement. Collective advancement was the path which journeyman printers felt would most tend to elevate the printer in the social scale of life. Yet some elements of this culture stressed individualism. Perhaps these elements help to explain the ambiguities of this culture.

Borrowing from labor historian David Montgomery's (1976) essay on workers' control over machine production by increasingly anachronistic craft workers in the nineteenth century, Wallock (1984) describes the printers' version of this "mutualistic ethical code."

These precepts regarding devotion to unionism, limitation of output by stints, manly bearing towards the boss, obedience to

¹¹ Ron Mendel (1991) takes issue with the traditional scholarship depicting the ITU as the epitome of a triumphant business unionism which expressed members' job consciousness. Studying the printing trades of New York City between 1886 and 1898, and by focusing on the means as well as the outcome of collective activity, he argues that ITU Local 6 led the way in developing a "cooperative unionism" which, in response to the technological and market changes affecting the industry at the time, "moved to amalgamate parallel organizations, develop a union label and support each other's strikes and boycotts" (p. 356). In order to accomplish this goal, the various printing trades had to overcome internecine conflicts and develop closer relationships with different crafts which often competed over jurisdiction. The outcomes of this type of unionism, according to Mendel, were curtailed rivalries among crafts, control over the labor market and work rules, the development of proper union conduct, and mutual aid. These outcomes were no different from those described by scholars such as Barnett (1909), Perlman (1928), Loft (1944), et al.; the differences seem to be in the means sought.
work rules, and mutual support among trades, strengthened printers' vows of solidarity and provided them with a moral critique of the individualism, competitiveness, and upward mobility associated with industrial capitalism (p.131).

By manly bearing Montgomery (1976) meant the "dignity, respectability, defiant egalitarianism, and patriarchal supremacy" (p.13), which printers associated with the staunch union man. Nothing was less manly and more reviled than a "rat"— any union man who, for whatever reason, elected not to uphold the standards of the trade, including accepting wages at less than scale and strike breaking. Typographical societies and later unions exchanged "rat lists" to prevent suspected transgressors from seeking employment in other cities and towns. Tracy (1913) indicates that the Albany Society circulated the first rat list in 1821, while Lause (1991) antedates the first list to 1809 when the New York and Philadelphia societies exchanged names of unworthy printers.

Another ingredient of the dominant culture which needs elaboration is the "notion of right." Derived in large part from the labor theory of value, artisans believed that producers of wealth were entitled to the fruits of their labor. These natural rights were also, in part, derived from Tom Paine and the Enlightenment. However, most members of the dominant culture were more conservative in their interpretation of the notion of right. Most often they desired nothing more than a just and respectable competence (wage). They also believed, however, that employers were entitled to a fair return on their business.

Cooperative relations between journeymen and employers were part of the dominant culture known as the concept of the "Trade." These printers were willing to work with employers to promote the best interests of the trade. For them, there existed no class conflict or separate interests between employers and journeymen. However, stirrings of class consciousness arose at times
when competition between firms forced employers to cut wages and worsen working conditions. For most American journeymen the concept of the trade played a smaller role after 1830; for printers, like those in Philadelphia, the concept endured longer owing to their ideology, their industry, and their locale. In 1859, the National Typographical Union resolved that membership should be open to both masters and journeymen (Wallock, 1984).

The dominant culture fell exclusively in the realm of native, white males. Females and blacks, for different reasons, were not admitted to the very selective brotherhood of journeymen printers. Pretzer (1986) argues that employing printers never advocated the use of blacks to the extent they did for females. Employing printers preferred females because "(t)he popular image of work required of compositors on straight matter was comparable to the cultural image of nineteenth-century women: steady, delicate, limited. Conversely, blacks were seen as intellectually deficient, brutish, volatile" (p.120). Women, more than blacks, posed more of a threat to union standards. In general, blacks found employment in shops owned and operated by other blacks. Although the ITU permitted women to hold membership cards in 1869, local unions determinated black membership policies (Wallock, 1984). The union's exclusion of females and blacks was not surprising in the context of the prevailing 19th century attitudes toward them. "Neither blacks nor women could display the cultural values which skilled artisans demanded of their fellow-workers...By definition, neither blacks nor women met the standards of 'manliness' as they applied to skilled workers" (Wallock, 1984, p.123). If

Christina Burr (1993) argues that along with the segmentation of the printing industry during the latter part of the nineteenth century came a gender division of labor, where women occupied positions socially defined as unskilled, namely, press feeding, and folding, collating, and stitching in bindery. The union response to women workers differed: the bindery union supported organization, whereas the pressmen and the typographers
journeymen printers were of a homogeneous make-up on the surface, within
the brotherhood there were divisions in ideology and culture that led, by the
late nineteenth century, to a transformed union philosophy.

Wallock (1984) classifies printer cultures into five categories. The largest
and most significant group were known as "conservatives." These workers saw
a "community of interest" between workers and employers which, they hoped
would obliterate any class distinctions. They preferred to use moral suasion to
gain their demands as opposed to strikes. While they would use strikes only
as a last resort, through conciliation, conference, and compromise their use of
the strike weapon would be reduced. This conservative philosophy typified the
Columbus local. My analysis of grievances over a 100 year period shows
numerous examples of cooperation, conciliation, and a repudiation of both
strikes and arbitrations.

"Radicals" were more militant than the conservatives. They reviled class
differences and inequality of wealth wrought by the capitalist system. Adhering
to a producer-orientation, they believed that they owned the fruits of their labor.

effectively excluded women. For example, at the ITU's Buffalo Convention in
1854, the union resolved not to encourage the employment of female
compositors. In 1867, the ITU decided that the matter was one of local
discretion. And after a short-lived experiment with an all-female local in New
York City, the ITU, in 1873, resolved not to grant anymore of these charters;
instead, the union allowed women to join extant locals.

In her conclusion, tainted strongly with feminist and conspiratorial
overtones, Burr (pp. 72-73) argues that

Analysis of CLASS AND GENDER relations in the North American
printing trades between 1850 and 1914 reveals that male
unionists implemented exclusionary strategies in defence of
masculine craft status which contributed to the perpetuation of
the gender division of labour...and restricted women to jobs of
press feeding and forwarding in the bindery—all jobs which
were socially designated as unskilled by men... (T)he
ITU...organized along masculine craft lines and effectively
defended their status in the workplace against industrial
capitalist incursions and the increasing mechanization of the
production process.
In general, they were less responsive to the concept of trade and reciprocal relations with employers.

The third group, "Traditionalists," were keepers of older, preindustrial customs. Most engaged in casual labor or outwork, and received lower rates of compensation than the other groups. Many in this group were migratory and worked as substitutes on daily newspapers. Although skilled, they tended toward drink, tall tales, and panhandling. Some traditionalists identified more with their craft than with the union, but most saw blacks and social reformers as their enemies. Blacks competed with them for jobs, while social reformers sought to change their neighborhood institutions and social activities.

Members belonging to perhaps the smallest subculture were known as "Revivalists." Usually they were in conflict with the above groups because they viewed themselves as the bearers of the new "industrial morality." They believed in the promise of unlimited salvation and its encouragement of individual achievement, and advocated a morality of honest industry. Revivalists condemned idleness, intemperance, improvidence, and licentiousness. Trade unions, in their opinion, usurped individual freedoms and the independence of individual workingmen. Union activists were scorned for being self-serving.

The final subculture, "country printers," constituted less a distinct group of specific beliefs, traditions, and institutions than a source of supply for the main subcultures within the trade. These printers spent time in tiny rural news offices, often did not complete their apprentices, spent time on the road sometimes as strikebreakers, and were often willing to work below scale. The revivalists absorbed many of the country printers, although conservatives and radicals co-opted some. However, the urban-bred, highly skilled, and well-
educated members of the dominant culture showed disdain for all things
country, including fellow printers.

Wallock (1984, p. 225) argues that: "(t)he existence of typographical
subcultures not only hampered the spread of trade unionism but also checked
the growth of class consciousness among the workmen." However, as he
shows by the experience of Washington, D.C., printers, changes in the product
market and the trade in the post-Civil War era altered their philosophy. This
change manifested itself in the printers' narrowing of long-held visions of
republicanism and strong sense of solidarity (Pretzer, 1986).

Moreover, while other tradesmen's skills became diluted as a result of
changes in the labor process, printers maintained their skills, despite the
linotype. Consequently, journeymen printers achieved more job control,
received better wages, found steadier employment, and worked shorter hours
than most tradesmen. For printers, shop-floor battles promoted a craft as
opposed to a class solidarity. Skills and job control alone, however, cannot
explain the shift toward a more narrow view of the typographer's role in society.
Social institutions, cultural traditions, and economic position also played
important roles in bringing about a strong craft identification.

Together with the competing subcultures, Wallock (1984, p. 540) argues
that

struggles at the point of production generated not broader class
consciousness, mutual support of diverse trades in rule
enforcement and sympathetic strikes, but exclusive, defensive,
and conservative unionism...Battling for security, they sacrificed
their vision of an alternative to capitalist society and accepted the
wage system as permanent. Eventually they became part of an
aristocracy of labor, viewing both employers and less skilled
workers as a threat to their privileged domain.¹³

¹³ Although the time period and city differ, Wallock (1984) and Mendel (1991)
reach different conclusions on the activities of typographical locals.
From 1852 through the present a national union of printers and related crafts (some of whom withdrew to form their own craft unions) have represented the interests of printers in the United States, and later in Canada. Before 1852, however, associations of local printers sought to build a national organization. The next chapter discusses the transformation of local associations to the centralized ITU. It also provides an overview of the Columbus Typographical Union and the city in which it operated. Understanding the structure and internal workings of the ITU, as well as the nature of the Columbus scene, permits an explanation of the changes in the Columbus union's grievance procedure over time.

Whereas Wallock sees the Philadelphia local as a defensive craft union, Mendel sees the New York local as a cooperative union. It is possible that the two unions did differ, but it is more likely that the differences can be explained in terms of interpretation.
CHAPTER III
RISE OF THE INTERNATIONAL TYPOGRAPHERICAL UNION, COLUMBUS
TYPOGRAPHERICAL UNION NO. 5, AND THE CITY OF COLUMBUS

In most countries in the Western world, printers were among the first to form permanent unions. American printers were no exception. The occupation of printing had characteristics that set it apart from other manual trades. By the very nature of the trade the printer had to be literate at a time when members of higher classes were not wholly so. The combination of literacy and high skill created an occupation that was not only the elite of the working-class but also the first group of workers to develop economic self-defense organizations and unions in almost every nation in the Western world (Lipset et al., 1956).

The discussion of early printers' unions in the previous chapter is updated to include a transitional period in which the geographically-separated local bodies sought national organization in defense of their craft. When the National Typographical Union formed in 1852, its name changing to the International Typographical Union (ITU) in 1869, local union autonomy did not necessarily diminish. It was not until after 1885 that the ITU's power over subordinate unions enlarged and took on a greater role in local affairs. Even then, however, locals retained a degree of autonomy.

After the development of the ITU is discussed, a brief history of Columbus Typographical Union No. 5 and the city of Columbus is sketched. In contrast to other studies of ITU locals, this one takes place in a smaller city, under different conditions. Columbus's environment differed from the larger cities. In combination with national ITU developments, a specific local grievance
procedure evolved. As such, it is important to discuss both the ITU's internal functioning and the Columbus context.

**Attempts at National Organization**

For many years local associations were independent of each other, but almost from the beginning of the nineteenth century they corresponded on matters of mutual interest. For example, the announcement of new price lists, the exchange of rat lists, and the admissions of traveling printers, were the main topics of discussion. Not all locals cooperated to maintain identical standards, although by the 1830s a renewed interest in working together took shape. The Columbia Typographical Society of Washington, D.C., made the first suggestion for a national organization of printers (Barnett, 1909).

The impetus for a national union stemmed from a battle between the Columbia Typographical Society and Duff Green, publisher of the United States Telegraph, over Green's plans for the "Washington Institute," a school for apprentice printers. This dispute was not just a local matter of interest. As William Pretzer (1985, p. 5) argues:

Printers nationwide recognized the conflict as a crucial test of the impact of new technologies and business structures. This struggle illustrates the response of skilled workers to attacks on their customary prerogatives and control over work processes. It provides insights into the ideology of trade unionism during the transition from custom to capitalism.

Formed in 1814, the Columbia society's goals were first, benevolence and, second, the formulation of a system of prices. Their first promulgation of a unilateral price list came in 1815. For over ten years, this did not affect the labor relationship. However, beginning in 1828, Green sought to reduce labor costs through a variety of means, including employing boys and women at reduced rates. Instrumental in his plan was the Washington Institute. As part of his
assemblage of one of the largest printing offices in the nation, Green's operations employed the most up-to-date technologies (Pretzer, 1985). Reducing labor costs could thus be explained by the need to recoup investment dollars in the new technologies, but it could also be explained by the need to establish firm control of the work process. Both arguments seem plausible. Washington printers correctly feared changes in the traditional relations between masters and journeymen printers.¹

Between 1834 and 1835 four strikes took place over the apprentice school, wage cuts, foremen hired by Green to take control over the work process, and his use of rats. By 1837 the society succeeded in forcing Green to sell his newspaper to men who were willing to abide by the society's rules (Pretzer, 1985). However, during the struggle with Green, the Washington union moved away from customary work rules to more formal regulations. The union wrote rules that specified hours of work, apprenticeship requirements, wages, and other conditions to limit the employer's ability to debase work standards through new technologies or work rules (Pretzer, 1985). In contrast to Barnett (1909) and Ulman (1955) who see such union actions as ends in themselves—control of the labor market—Pretzer (1985, 1986) sees these regulations as extending beyond control of the labor market; "they clearly marked a general shift from spontaneously responding, ad hoc, to employers' actions to creating prescriptive limits to those actions" (1986, p. 23). In short, control over the labor market was a necessary precondition for control over the labor process. On a

¹ In addition to using mechanization to create an internal supply of low-paid competitors for compositors' work, he also tried to reform the press. He felt that there were too many practical printers, untutored in politics, who operated newspapers manipulated by politicians. "Green wanted to shift control of newspaper offices to men with political savvy or connections. By undercutting the prices of master printers and demonstrating how men without printing skill or experience would become proprietors, Green was promoting a shift in the ownership of the printing trade" (p. 14).
more global scale, "The National Typographical Society was formed within the
*mentalité* of artisan republicanism and in the context of the battle with Duff Green
(Pretzer, 1985, p.26).

At this time, printers in other cities and towns only watched closely the
events that transpired in Washington. It was not until a local strike involving the
Franklin Typographical Society of Cincinnati in November 1835, that
typographers trumpeted a call for a national convention (Barnett, 1909; Pretzer,
1985; Tracy, 1913). The Columbia society greeted the Queen City's call with
enthusiasm but added that a national convention should not have control over
local wages. They also agreed to host the 1836 meeting (Pretzer, 1985).

Delegates representing Harrisburg, New York, Baltimore, Washington,
with two Washington men serving as proxies for the New Orleans group, met for
five days and drew a constitution. Peter Force, Mayor of Washington, delivered
the inaugural address. Force joined the New York society in 1812 and served as
its president in 1815. In 1816 he joined the Columbia society (Tracy, 1913).
According to Pretzer (1985, p. 26), "the convention set out to create a national
association of typographical societies based on republican principles."

The newly-drawn constitution called for an organization named the
National Typographical Society. While the constitution did not make explicit the
new organization's purposes, the "Address to Local Societies" did. Apart from
changes made in apprenticeship regulations, cooperative relations between
societies remained the same. For example, (a) locals were to sustain each other
in their regulations; (b) men were not permitted to work along side "rats"; and (c)
the parent body issued a rudimentary traveling card that granted tramps the right
to work in another locale (Barnett, 1909).
The journeymen present at the convention, and probably others unable to attend, felt that the National Typographical Society, and especially the proposed apprenticeship regulations, worked to the benefit of both master and journeyman. According to Pretzer (1985, pp. 28-29),

It was partisan editors and nonpractical men (like Duff Green) who employed large numbers of boys as compositors and then dismissed them when they demanded full wages. The proposed apprenticeship regulations were intended to prevent monopolization of the printing business, promoting the immediate interests of master printers and the future occupational mobility of journeymen...The journeymen saw the union as the means of preventing their degradation. By regulating and stabilizing the trade, the union would prevent the economic and social distress accompanying expanded market relations and unrestrained competition. By preserving the workers' property in their work, the union would help assure their economic and political independence.

The National Typographical Society held its first convention in September 1837 in New York City. Delegates from printing societies in New York, Philadelphia, Baltimore, Washington, Cincinnati, Harrisburg, Mobile, and New Orleans came together to preserve their trade, maintain standards, "and guard against the innovations which are daily arising to drive the regular and good workman out of employment, or to reduce their wages to the standard of the cupidity of some employers who forget the rights of their fellow-men" (Tracy, 1913, p. 90). They also changed the organization's name to the National Typographical Association (Barnett, 1909).2 Because historians have not located any documents, they are unsure if The National Typographical Association ever convened for a second meeting at Pittsburgh in 1838 (Barnett, 1909; Tracy, 1913). During the 1830s and 1840s, while more locals organized,

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2 Barnett gives no explanation for the change in name. Instead, he notes that there was only one important change to the rules of the organization: any member in good standing, upon arriving in a jurisdiction of another local, had to "wait on some one connected with the association and show his card" (p. 25).
the push for a national organization waned owing to the continuing conflict between locals to control apprentices and other "two-thirders" (Tracy, 1913). A renewed interest in national organization did not take place until 1850.

Incomplete National Organization

On November 1, 1850, newly organized unions in Boston, New York, and Philadelphia called for a convention to be held one month later in New York City. Delegates from these cities plus those from Albany, Baltimore, Trenton, and Louisville gathered to draw up "An address to the Journeymen Printers of the United States," in which the delegates described the functions of the proposed national body. While the framers sought a cooperative commonwealth and a return to the traditional relations between the employed and the employing classes, their more practical concerns were similar to those offered by the National Typographical Society in 1836. These concerns included the proscription of "rats," the issuance of traveling cards, and the right of unions on strike to borrow one dollar per compositor from each sister union (Barnett, 1909).

The convention's outcome seemed to have pleased the delegates as a Second National Convention of Journeymen Printers met in Baltimore on September 12, 1851. Delegate representation increased to eleven subordinate bodies. As Barnett (1909, p. 27) notes: "A committee was appointed to report a plan of organization on the basis that the National Union of Printers was to be the supreme legislative head vested with certain executive powers to be exercised during the recess by its officers." The new constitution immediately went into effect after being approved by the proper amount of unions at the convention. A Third Convention of Journeymen Printers met in Cincinnati on May 3, 1852.
During this convention, the delegates organized the new National Typographical Union (NTU) as a permanent body. "Thus it appears that on Wednesday, May 5, 1852, in the city of Cincinnati, Ohio, the National Typographical Union had its birth, after the efforts of three successive conventions of journeymen printers having that purpose in view" (Tracy, 1913, p. 137).

As one of the first actions, the NTU condemned Sunday work. Following that, delegates drew up a charter, wrote by-laws, and assigned charter numbers to subordinate local bodies. Delegates drew lots for the ordering of subordinate locals. Indianapolis drew the first lot and thus became subordinate local #1. Philadelphia became #2; Cincinnati, #3; Albany, #4; Columbus, #5; New York, #6; Pittsburgh, #7; St. Louis, #8; Buffalo, #9; and Louisville, #10. On the third day of the convention, delegates elected officers. They selected J. S. Nafew of Albany as the NTU's first President (Tracy, 1913).

At the 1853 Pittsburgh convention, the NTU issued its first traveling card, discussed union rules that would later develop into the ITU's General Laws, and declared its stand on strikes. It:

Resolved, that the National Union regards as injudicious a frequent resort to strikes on the part of journeymen on any misunderstanding occurring between them and their employees, believing that in most cases all such differences can be settled satisfactorily by other and more amicable means; and that a strike should be resorted to only when all such means fail" (quoted in Tracy, 1913, p. 151).³

³ This philosophy of conciliatory relations between unions and management in the printing trades lasted for a long time, although the extent of cooperation varied by local. The national arbitration agreement signed by the International Typographical Union and the American Newspaper Publishers Association in 1901, and the relatively strike-free industrial relations in the printing trades before the 1960s, is testimony to the pervasiveness of this attitude. Its roots could be traced to late eighteenth and early nineteenth century relations between masters and journeymen as reported in the previous
From the creation of the new national body in 1852, to the 1888 convention at Kansas City, union members preferred local autonomy. At Kansas City, however, delegates discussed the need for a strong, centralized union. The revised 1888 constitution called for biennial conventions, the election of officers for two year terms, and the creation of seven ITU regions (Ohio was in Region 4). Each region had one organizer who was also a member of the ITU's Executive Council (Tracy, 1913).

George Barnett (1909, p. 29) writes of the new national body:

> From 1852 to 1884 the National Union was merely an organ for defining and elaborating the terms of the agreement already tacitly existing among local unions. By the establishment of definite rules and by the adjudication of the disputes, the National Union made the cooperation of the local unions more effective... but it added no new form of cooperation. For thirty years the one purpose of the National Union was thus to build up among the local unions such community of feeling as to make it as difficult as possible for employers to secure workmen in time of strike.

Similarly, Lloyd Ulman (1955) argues that the union's main purpose was to control mobile journeymen. In fact, the NTU's traveling card system was the union's only mandatory program (Barnett, 1909; Zerker, 1982). It would not be until the mid-1880s and later that the ITU realized actual power and control over subordinate bodies.

**The ITU Centralizes Control**

The move toward union centralization reached a watershed point in 1885, when the International convention established a strike fund and gave the ITU Executive Council the authority to sanction its use. This critical development diminished local autonomy, especially over matters pertaining to collective chapter. The Columbus union exemplified this cooperative philosophy more so than the larger locals.
bargaining (Zerker, 1982). Moreover, beginning in 1884, ITU authority and power expanded in other areas as well. The push toward ITU centralization affected the Columbus local's grievance procedure in a few ways. First, the ITU was instrumental in bringing collective bargaining to Columbus in 1902. Consequently, the ITU and national employer associations developed joint dispute resolution procedures codified in the contract. Second, ITU officers became more involved in local union matters, including grievance appeals. Third, ITU centralization bifurcated the local's grievance procedure into an "internal" one and an "external one."

The road to the creation of a national strike fund was not smooth. Discussions over a national fund began as early as 1836, and additional debates continued at conventions in 1853, and 1866. Members repudiated early efforts to create a national fund because they feared a loss of autonomy (Zerker, 1982). Barnett (1909) states subordinates rejected the national fund law because of the industry's local insularity. However, Zerker's (1982) shows evidence of a printers' national vision, arguing while these debates were taking place, Toronto Typographical Union No. 91 voted to assist financially the striking Brooklyn members. The case of Toronto was not unique. Printers' organizations had always voluntarily offered financial and other assistance to striking sister locals as well as unions in other trades.

The ITU finally adopted the strike fund in 1885. For all intents and purposes, it was a voluntary program dependent on the general agreement of mutual strike support. The ITU assessed per capita fees that were set aside and retained in locals' reserves. The ITU Executive Council made strike fund allocations and enhanced its authority over locals by sanctioning strikes before it paid out benefits. If locals did not abide by the council's orders, they could still
strike but were ineligible for assistance. Many of the larger unions, who could afford their own strike funds, maintained some degree of independence from the ITU (Zerker, 1982).

The ITU developed a strike fund to accomplish three objectives: 1. to enhance the union’s power against employers; 2. to forestall locals from participating in poorly conceived walkouts; and 3. to increase the power of the national union and its officers relative to subordinate bodies. Despite the passage of the national fund, the ITU did not gain total control over locals until 1906 when, amidst the struggle for the eight-hour day in the commercial branch, took complete control over all strike fund assessments (Jackson, 1984).

Jackson (1984, p. 251) writes of the strike fund in general:

The national leaders’ efforts to gain control of strikes were as much the result of their belief that the unrestrained actions of locals threatened the union as they were a consequence of their aspirations for more power. The Typographical Union had consistently opposed unnecessary strikes from its first regular convention in 1853 throughout the century. They claimed that poorly considered strikes hampered organization and they repeatedly recommended arbitration as an alternative.

In addition to assuming control over strikes and strike funds, the ITU also began centralizing other functions and services. For example, in 1884 the ITU president appointed a chief organizer role superseded subordinate locals in organizing new unions. In 1901, the president appointed district organizers; before convention delegates elected them. Money from the defense fund paid their salaries. After 1886, at the request of local officers, organizers traveled to the scenes of local disputes in order to prevent strikes. Failing the effort of the organizer, the ITU Executive Council could sanction the strike (Barnett, 1909; Jackson, 1984). The use of organizers in conjunction with the national strike fund, according to Jackson (1984, p. 253), "functioned to give the national union
significant influence over the strike activity, and thus the bargaining, of local unions.

In 1888, the ITU reorganized its offices: the president and secretary-treasurer received full-time salaries (the former being made director of organizational work), while the union moved into its permanent headquarters in Indianapolis (Jackson, 1984; Loft, 1944). One year later, in 1889, the convention decided that all future amendments to the constitution and all rules requiring a change in taxation had to be submitted to a membership vote. These referenda votes put the conventions out of power. In an interesting twist, conventions first became biennial in 1894, were abolished in 1896 and, by a referendum, were soon revived. However, the shifting of powers between referendum and convention continued. In 1901, revisions to both the constitution and union laws transformed the latter into the ITU's General Laws, which could not be altered without membership vote (Jackson, 1984).

Other notable changes taking place during this period of union centralization included the 1891 provision for an international death benefit, the opening of the Union Printers Home in Colorado Springs in 1892, and the establishment of an old-age pension fund in 1908 (Loft, 1944). Barnett (1909, p. 106) comments on these mutual insurance programs: "In the establishment of the home and an adequate system of old age pensions the Printers have been pioneers." "Involved in these innovations were increases in fixed per capita taxes and the establishment of proportionate assessments on members' earnings. With the increased flow of revenue in the direction of international headquarters, the responsibility, prestige, and power of the international officers increased" (Loft, 1944, p. 187).
While the above discussion illustrates that centralization within the ITU took place not only in areas related to collective bargaining, Zerker (1982, p. 101) argues that collective bargaining control remained the key factor in the growth of centralized power. This argument rests on an appreciation of the essential function of labour unions in North America. It is clear that the dominant ideology of the union movement on this continent was 'business unionism'; an ideology that prescribed the achievement of favourable employment conditions as the primary purpose of unionism. Social and political reform (at least by the late nineteenth century) was not one of the union's goals.

Between 1880 and World War I the locus of power shifted from the locals to the national union. At the start of this period, the national union gained its power from the strength of the locals. However, over the next several decades, the "scope and structure" of conflicts with employers changed along with the political structure of the union. As a result, by about 1910, locals derived their strength from the national union. All of the programmatic changes mentioned above served to link the interests of local members with that of the ITU while reducing the autonomy of locals. An organizational imperative won out over the interests of the individual journeymen (Jackson, 1984). This organizational imperative can be seen through the view from Local 5's grievance procedure and in the general relations with employers. These changes are discussed in later chapters.

The centralization of the ITU created problems of interest not only for its local unions, but also for the variety of allied printing crafts whose special needs often went unaddressed by the ITU (Lipset et al., 1956). Beginning in 1889 when thirteen pressmen's locals seceded and formed the International Printing Pressmen's Union (in 1894 they changed their name to the International Printing Pressmen and Assistants' Union after they admitted press feeders to their union)
to 1903, four allied printing trades abandoned the ITU and sought their own freedom. However, because the production process required interdependency among the different craftsmen, and because all printing tradesmen dealt with the same employers, they united into national and local allied trades councils beginning in 1895 (Loft, 1944; Mendel, 1991; Millis & Montgomery, 1945).

The rise of a centralized national union and internal conflicts was not necessarily unique to the printers' union. What was unique, however, was their notable system of internal union democracy, with the cornerstone being the two-party political system. Understanding this system is critical to understanding the history and workings of the ITU and its subordinate unions. More germane to the study of grievances, the ITU's two-party system affected the contours of local grievance procedures. As the example of Columbus will reveal, the two-party system did more to establish certain procedures (e.g., arbitration and discharge appeals) than it did to affect specific outcomes. To some degree then, despite ITU involvement in local affairs after 1885, local parties retained a degree of autonomy in adjusting grievances. Where the effects of internal democracy are unquestionably strong are in the chapel form of government, which had a direct impact on both the process and outcomes of specific grievances.

**Political Parties and Democracy in the ITU**

The formation and persistence of political parties within the ITU can be traced to factions, cliques, and secret groups which developed early in the union's history. During battles for survival with employers determined to

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4 The bookbinders formed their own international union in 1892. Members worked primarily in the commercial branch. Stereotypers organized their own union in 1898, while the electrotypers did the same in 1902 after consolidating with the stereotypers. The photogravers, the last of the crafts to withdraw from the ITU, established a national union in 1903 (Baker, 1957; Burr, 1993; Loft, 1944)
eradicate the union, union activists met and conferred in private quarters to prevent blacklisting (Taft, 1943). The factions that formed early and later developed into formal political parties, divided between conservative (pro-arbitration and conciliation) and militant (anti-arbitration and pro-strike) orientations (Lipset et al., 1956).

One of the earliest examples of this internal struggle occurred in the Columbia Typographical Society of Washington, D.C., the oldest printing union in the country. Between its founding in 1815 until at least 1842, two factions vied for power. The "almoners," the conservative faction, stressed benevolent and welfare functions, while the "industrialists" expressed a greater concern with wages and working conditions. During the 1820s, similar conflicts occurred in the typographical societies of New York and Philadelphia.

Early cases of the workings of secret societies can be traced to New York's Franklin Typographical Society's "Order of the Faust" in 1843. Although this order disappeared as a result of an economic depression later that year, its leaders approached leaders in Washington, Cincinnati, Boston, and Philadelphia to coordinate a national secret society. Only rumors of it actually reached the surface and no evidence of further activity can be found (Lipset et al., 1956).

A group of New York City printers called for a meeting in Albany, New York, in 1857 to make another attempt at a secret organization. These men sought to preserve the fledgling NTU in time of severe unemployment and employer blacklisting of union men. From this early group, for which little historical evidence is available, developed, or was followed by, the "Brotherhood of the Union of North America." (Lipset, 1952).
According to Philip Taft (1943), this group organized in the 1870s with the express purpose of dominating the ITU. The Brotherhood's activities caused consternation within the union over foremen control of "sub-lists." Sub-lists were lists from which regular situation holders could choose replacements while they took time off from work. However, union-recruited Brotherhood foremen controlled these lists. Through control over hiring, the Brotherhood combated employer discrimination. Opponents of the Brotherhood wanted to do away with favoritism and sought to expel ITU members belonging to secret societies (Lipset et al., 1956; Taft, 1943).

Another secret group, the "Caxton League" formed around 1888. This group had objectives identical to those of the Brotherhood. But at the ITU's 1888 convention, the union instructed its locals to incorporate in its by-laws prohibitions against union printers belonging to secret groups having as its aim the influencing and distribution of jobs and legislation within the typographical union (Taft, 1943).

In the early 1890s another, and perhaps most influential, secret group, organized. The "Wahnetas" (the origin of the name is unknown) continued to exist after the ITU had become a stable organization (Lipset, 1952). According to Taft (1943, p. 257):

This group, on the whole the more conservative faction, sponsored arbitration and slow adjustment. According to one of its opponents, the Wahnetas was fundamentally an alliance between the foremen and the leaders of the Union. To be taken into the Wahnetas, a printer had to be either a foreman or a delegate to the convention. This powerful, closely-knit group was said to dominate the organization.

Lipset (1952, pp. 49-50) argues that the Wahnetas fulfilled definite functional needs of a weak labor union operating in a legal climate that was often hostile to unions. He argues that Wahnetas
served to protect the active union members from discrimination by employers, and kept policy control of the union in the hands of men who were willing to sacrifice to further the cause of the union. In order to carry out their objectives, the secret societies attempted to secure political control of the union and its locals, and endeavoured to place their members in jobs in important plants. They also tried to recruit foremen, who had the power to hire and fire, into the union and the secret lodges.

In 1896, in order to prevent the minority-controlled secret societies from dominating ITU affairs, the convention abolished annual conventions. In its place, members voted directly for international officers. The ITU reinstated annual conventions in 1898, but direct election of officers continued (Lipset et al., 1956).

Moreover, beginning in the 1880s, oppositionists attempted also to limit the power of foremen, first with the abolition of sub-lists and, second, by instituting a rigid system of seniority, known as "priority." The priority system limited the discretion of foremen with respect to hiring and discharge. A priority law has existed since 1892, with the exception of a brief period during World War I (Lipset et al., 1956; Porter, 1954).

From around 1900 through 1920, Wahnetas controlled the ITU. In every election between 1902 to 1910 an opposition candidate opposed James Lynch, ITU President from 1900-1914 and 1924-1926. Until 1912, the opposition, unlike the Wahnetas, operated informally without a national party. In that year, with the birth of the Progressive Party, the famous two-party structure became established. The Progressives, or the anti-Administration group, comprised those opposed arbitration and favored militant tactics (Bevis, 1978; Lipset et al., 1956; Taft, 1943).

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5 The Wahnetas changed their name to the Administration Party in 1912, and again to the Independent Party in 1932 (Bevis, 1978).
The turning point in ITU political history came during the presidential election of 1920. This election was the most bitter one in the ITU's history (Bevis, 1978). The bitterness stemmed from a strike by the New York City local to gain a forty-four hour work week in commercial shops. After employers refused to grant the 44-hour week and suggested arbitration as a means to resolve the issues, New York ITU members struck with union pressmen. ITU President Marsden Scott, a Wahneta, declared the walkout illegal and publicly supported the employers. Local Progressives supported the strike; despite losing the strike, their ranks swelled owing to Administration Party defections (Lipset et al., 1956).

Out of the ashes of the battle in New York came a Progressive victory for new ITU President, John McParland. Although the president was a "Prog," the Executive Council was controlled jointly. Progressive presidents headed the ITU from 1922-1938 (Charles P. Howard) and since 1944 (Woodruff Randolph, 1944-1958 when replaced by Elmer Brown). James Lynch returned to head the ITU between 1924 and 1926, and a former Progressive first-president, Claude Baker, presided over the union from 1938-1944 (Lipset et al., 1956; ITU History Vol. II, 1967).

Despite changes in the ITU's presidency, between 1920 and 1928 and again between 1938 and 1944, neither party exclusively controlled the international offices. Major party shifts (in 1920, 1938, and 1944) were caused by either depressionary (1920 and 1938) or inflationary (1944) conditions. Such shifts had implications for the union's conduct of labor relations, especially grievance processing. For example, Lipset et al. (1956, p. 60) note that, most shifts in ITU administration have meant sharp reversals in collective bargaining tactics pursued by the international union. For example, the defeats of the Wahneta-Administration party in 1920 and 1922 were followed by a militant strike wave and an end of the rigid arbitration agreement that had existed between the newspaper publishers and the ITU from 1902 to 1922. In its
temporary return to total control of the union in 1924, the Administration group attempted to revive the arbitration agreements. This effort was finally dropped with the defeat of President Lynch in 1926. The triumph of the Progressives in 1944 was also followed by a greater tendency to resort to militant strike tactics.⁶

In no election since 1916 has any international official run without organized opposition (Lipset, 1952). The two-party system, when combined with referenda, has served to provide a strong system of checks and balances against any one group's usurpation of power and domination. This dynamic was rare among labor unions. And because over the years many elections have been closely contested, neither party has the permanent loyalty of the membership (Lipset, 1952).⁷

According to Lipset (1952), a large percentage of union printers, though supporters at election time of one party or the other, did not necessarily accept the policies of the leaders whom they supported. This suspicion made it nearly impossible for incumbent administrations to amend the constitution to

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⁶ This statement is a generalization, perhaps applying only to larger locals in the major printing centers. The Columbus Typographical Union did not partake in militant activities, even when the push for shorter hours in typographical shops swept across the country during the early part of the twentieth century. And after the Progs returned to power in 1944, walkouts in Columbus were equally scarce.

⁷ The extent of membership control over the officialdom can be seen in a number of areas. In addition to officer turnover, ITU members defeated 29 of 99 proposals submitted by the international conventions for their approval between 1920 and 1953. Since 1900 ITU members defeated proposals for salary increases for ITU officers 18 times out of 26. In fact, ITU members defeated every proposed salary increase proposed from 1912 to at least 1956, with the exception of 1950. In general, ITU members voted favorably for officer raises only in times of prosperity (e.g., in 1919, 1929-30, 1947, and 1950) but these raises were less than the increases in the wages of working printers. ITU members also checked two officer-backed proposals in 1918 and 1929 to increase the terms of international officers from 2 to 4 years. Finally, while the membership passed temporary dues increases under certain situations, they consistently struck down permanent dues increases (Lipset et al., 1956).
monopolize union office. In short, printers seem to distrusted their leaders while showing strong devotion to the union itself.

The intense political life of union printers over the years has contributed to the ITU's democratic organization. Politics alone, however, cannot explain its unique democratic bent among trade unions. Lipset et al's (1956) book, Union Democracy, details ITU internal politics from a sociological, political and, to a lesser extent, historical viewpoint. They, and Lipset (1952), argue that a unique cluster of variables accounted for the ITU's democracy. Some of these contributing factors include: 1. the antecedents of political factions; 2. the existence of private social and athletic clubs, especially in the larger, urban locals; 3. ITU members were the most "elite" and educated of the working class; 4. the union consisted of a group of homogeneous white males of western European descent; 5. printers worked in small offices and governed themselves in chapels; 6. the small size of the ITU provided members with a direct, visible link to the top of the organization; 7. related to the small size of the union, small salary differentials existed between officers and the working printer. Taft (1943) adds two additional factors to the list: 1. because the ITU never experienced a large influx of membership, new members were easily assimilated into the printers' occupational community; and 2. because collective bargaining was decentralized, the ITU played a less important role in local affairs than did the larger industrial unions after 1930.8

The ITU's democratic inner-workings spilled over into the protections afforded grieving printers. From the chapel through the local union, the stages in the process where the union resolved most grievances, the union guaranteed

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8 However, the latter point is arguable. For example, Zerker (1982) shows how ITU involvement in the affairs of the Toronto union limited it from acting in accordance with the best interests and desires of the membership and the local union.
members industrial democracy as other members' votes helped to adjudicate grievances. If the individual still felt aggrieved, he or she could appeal the matter to higher levels in the ITU's hierarchy.

Understanding the background and history of the ITU is important because it the Columbus Typographical Union was part of that organization. However, a complete understanding of the process by which (local) workplace disputes were settled would be incomplete without an understanding of the development of the local union and the city in which it was situated.

An Historical Sketch of the Columbus Typographical Union No. 5. 9

No official history of the Columbus Typographical Union No. 5 (Local 5) has been written. However, the local did compile a brief informal history which it placed in booklets celebrating its fiftieth-, seventy-fifth, and one hundred-year anniversaries.10 An additional primary source from which historical data may be gleaned is the union's books of minutes from monthly and special meetings. There is also a limited amount of secondary sources.

As early as 1832, printers of Columbus organized as a typographical society, but this organization, similar to others during this period, lasted only a short time. In 1850, Columbus printers formed a protective society "for the purpose of the relief of its members in time of sickness or distress, but soon the members saw the necessity of being identified with the National Typographical

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9 No attempt will be made here to write a complete history of the local union. Instead, this section will trace the birth and development of the local in very broad fashion. Subsequent chapters will contribute more to the local's history, especially as it concerns industrial relations. However, there are some important episodes in the union's history that do not fit in with the narrative in later chapters. Those episodes will be discussed here.

10 As far as the history of the union is concerned, the accounts placed in the three souvenir editions vary little. Therefore, most of the union's early history will be drawn from the fiftieth anniversary souvenir edition, published in 1909.
Union..." (50th Anniversary souvenir, 1909, Columbus Typographical Union No. 5 Records, MSS 125, Box 40, Folder 13, Ohio Historical Society; herein referred to by box and folder number). In 1850, C. M. Aumock represented the Columbus Typographical Union in the National Convention of Journeymen Printers at New York City. No Columbus printer represented the union at the 1851 Pittsburgh convention. But in 1852 in Cincinnati, C. M. Aumock and W. A. Shields served as delegates from the Columbus union. Not only did their presence "establish to a certainty the organization of the printers in this city at that date," these men also participated in an important historical event — the founding of the National Typographical Union (50th Anniversary souvenir, 1909, Box 40, Folder 13).

After a lapse of some time, the Columbus local applied for and received a charter to become affiliated with the National Typographical Union. Although local autonomy remained an entrenched philosophy among typographical unions until the late nineteenth century, subordinate locals, including Columbus, elected officers, constructed by-laws, and wrote constitutions that conformed to the laws of the national body.

In the late 1850s economic hardship forced Local 5 to surrender its National Typographical charter, though, as the union's historians indicate, "there were many of the members who protested against such action, particularly

11 The following account was given as to the state of conditions in existence at the time:

At this period the membership was not strong, the compensation of the printer was very low, money was not plentiful, and in most instances money received by them was comparatively worthless. The money system of our country was bad. The newspapers of the city were compelled to take advertisements from grocery, dry goods and clothing stores, etc., under the agreement that a part of the contract price be paid in goods and in consequence the printers were given a portion of their weekly earnings in orders for groceries, dry goods or clothing, leaving but a small amount of cash for each on pay day. This state of affairs continued for a long period, and the members of the union were unable to bear the expense of keeping up an organization...(50th Anniversary souvenir, 1909, Box 40, Folder 13)
those who had become members by card, for they had experienced the benefits to be derived by organization" (50th Anniversary souvenir, 1909; Box 40, Folder 13). Agitation by traveling printers, who found no place to deposit their cards when arriving in Columbus, and by local union advocates led to discussions and eventually to the rebirth of the Columbus union.

The union's 50th Anniversary booklet described the union's renaissance in this way:

On September 24, 1859, a number of the journeymen printers of Columbus met in the room of Joseph T. Hayes, where the business of the organization was transacted for many meetings by the light of tallow dips, on the southwest corner of Town and Pearl Streets (downtown Columbus), third floor, then known as the Humphrey's' building, when R. S. McEwen was chosen chairman of the meeting and Craven R. Riley secretary.

Subsequent to the meeting eight members of the union made an application for a charter to the National Typographical Union, reviving the old union and taking the original number (5). From October 30, 1859, henceforth, the union became known as Columbus Typographical Union No. 5 (Local 5). The first group of elected officers were: President Thomas Wetzler; Vice President, W. H. Paul;

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12 Thomas Wetzler was born on February 19, 1829. He came with his parents to Ohio at the age of seven and settled in Lancaster, about 30 miles southeast of Columbus. He first learned the trade of printing working for the Lancaster Gazette. Wetzler worked in Cincinnati, in Columbus as a superintendent of a large printing shop and, in 1870, like other printers of the nineteenth century, he advanced to master when he purchased an interest in a Lancaster paper called the Ohio Eagle. Until 1896, he took an active role in editorial work on the paper.

Wetzler was also active in Democratic politics, and elected as a district delgate to the Democratic National Convetion in 1888 at St. Louis. He died on March 23, 1899, after suffering a second stroke. In addition to leaving behind a wife and four boys, two of whom inherited ownership of the Lancaster Daily and Weekly Eagle, he also left behind an honorable reputation. He was a person who "never asked a man to do what he would not willingly do himself, and under this self-sacrificing rule the best feeling prevailed between the workmen and the proprietor" (50th Anniversary souvenir, 1909, Box 40, Folder 13).
Recording Secretary, Robert S. McEwen; Financial Secretary, J. K. Parshall; Treasurer James F. Turney; Trustees William R. Ramsey, A. G. Reynolds, and Joseph T. Hayes.

The men who founded the union in the mid-nineteenth century shared similar interests with those of the employing printers. In fact, Wetzler became an owner of a newspaper after he relinquished the presidency of the union. He was not the only one to travel from journeyman to master during this time period. However, there were those who scraped up enough money to start a small print shop only to find themselves back as hired hands. Nonetheless, journeymen and masters preserved their traditions of shared interests. This mutuality can be seen in the local’s preamble to its first constitution and by-laws:

We, the journeymen printers of Columbus, Ohio, believing that the formation of union societies has a mutual tendency to promote the interests of the employer and the employed, and especially to secure the journeyman a just reward for his labor, as well as to protect the regular workingman from the encroachments of persons professing to be printers, without the least claim to that title, do hereby form ourselves into a Typographical Union, for these purposes, under the name of Columbus Typographical Union, organized October 30, 1859... (Minutes of first union meeting, 11/7/59; Box 1, Folder 1).

A total of twenty eight printers signed their names to the new constitution on that fall day, although it is not clear whether or not more printers belonged to the union. One of the founding members of the union, William H. Paul, began a long line of Pauls in the Columbus union.13 There were other prominent family

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13 William Paul was a captain in the Union Army (co-founder Hayes also served in the Union Army in the same capacity), guided the union through the tough early years, and was also foreman at the Ohio State Journal. He ended his career as a printer in 1922 and died in 1929.

Paul's son, William B., worked as a union printer in the commercial branch of Columbus's printing industry. He too was a member of Local 5. William B. had two sons, William C. and Clifford D. William C. was 65 years old when he retired from the Dispatch in 1958, while Clifford worked on the same newspaper as a proofreader. Clifford also had a son, C. William, who was a bookbinder but not a member of Local 5 (Robertson, 1959).
names in Columbus's oldest labor union. For example, at the Dispatch worked members of the Steins, Thompsons, Kents, Baurers, Robertses, Snyders, and the Gassmans (Robertson, 1959).14

The union constructed its first price list on December 3, 1859. According to the union, it "covered all the important details connected with a well equipped printing office, providing for the protection of the compositor in every respect, yet imposing on him a duty of fairness to his employer." Compositors on evening and weekly papers, who were paid by the piece, received 25 cents per 1000 ems (the amount of print consumed by the lowercase letter "m"); those on morning papers earned 27 cents per 1000 ems for all work performed before 10 p.m., and after that time the local charged 37 1/2 ems to the employer. Printers paid by the week received $9.00, while foremen on week work and afternoon papers earned not less than $12.00. Foremen on morning papers could not be compensated at less than $15.00 per week. And for all classes of employees,

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14 The first Gassman in the Columbus union was John Jakob. John was born in Germany in 1839 and died in 1905, after working for 24 years at a print shop called the Ohio Orphans' Friend. Although not a member of Local 5, some of his immediate relatives were. For example, John Gassman, worked as foreman at the Dispatch; Jakob Gassman, labored for many years as a journeyman printer for the Ohio Orphans' Friend; and Albert W. Gassman, employed by the Ruggles Gale Company (Obituary; in author's possession).

In addition to these Gassmans, there were four other journeymen union members. One such person was long-time member and union officer, Erwin J. "Gus" Gassman. Gus was born in the German Village section of Columbus, just south of downtown, in the heart of Columbus's printing industry. After graduating from high school in 1940, he became an apprentice in 1941. The war cut short his term as apprentice, and in 1942 the government requested his services in the military. After returning from overseas, the local obligated him as a journeyman on October 3, 1948, after serving only 4 of the required 6 years of the apprenticeship.

Gus spent his entire printing career as an employee of the Columbus Dispatch. During the 1950s, he headed the local's joint apprenticeship committee and later served as chief contract negotiator and held other officer positions as well (telephone interview with Gus Gassman, 10/28/93).
59 hours constituted a work week (50th Anniversary souvenir, 1909; Box 40, Folder 13).

By the end of the year, 1859, the union had organized 4 newspapers and about 6 book and job shops. Despite the relatively cordial relations between the union and employers for many years, 1860 witnessed perhaps the most bitter strike in the union's history. During the month of June, a committee within the presented a list of prices to all employing printers. Only the owners of the Ohio Statesmen and the Ohio State Journal refused to comply with the new price list.

At a special meeting called by the union for July 1, members pledged to strike if employers failed to comply with the new list. The union also passed a resolution which declared that if the proprietors dismissed foremen, or any printer, it would lend support in the struggle and see to it that no union man would fill the strikers' positions. The next day the union held a meeting for the purpose of printing a circular to be sent to other locals. In total, the local distributed 100 circulars (Minutes of meeting of 6/2/60: Box 1, Folder 1).

Before the strike officially began on August 8, 1860, after the Statesman's owners discharged morning printers, rumors circulated that printers from Delaware, O., and Pittsburgh were on their way to Columbus. Minutes from the union's August 4 meeting reveal that the Pittsburgh union dispatched a telegraph to Columbus stating that "rats" were on their way to Columbus.

Joseph C. Coleman, of the Columbus union, moved that a committee of five be

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15 Coleman was the recording secretary of Local 5 and was born in Washington County, Pa., in 1832. From age 14 to 17 he engaged in the tailoring trade; thereafter, he became a printer. After holding printing jobs in Pennsylvanina, West Virginia, and Ohio, he came to Columbus in 1859 where he found work at the Ohio State Journal. Coleman stayed at the Journal until 1895 when employers declared he too old to operate the new linotypesetting machines.

Joe Coleman was an original member of Local 5 and served in a variety of official positions for the union: He was its president for three terms (1863, 1873, and 1883) and its recording secretary for four terms. He also served as a delegate, and was an original member, to the Columbus Trades and Labor
appointed to "meet the long-tailed animals at the depot," but this motion failed to carry. Instead, the union as a whole agreed to greet the rats. The Pittsburgh union helped identify the names of three rats, including one named Hunnicut (Minutes of meeting, Box 1, Folder 1).

During the walkout, the union started its own newspaper, The Daily Evening Bulletin, edited by Benjamin Lincoln, to mobilize public opinion. The paper attacked the proprietors of the Ohio Statesman as well as any suspected rats. According to the local,

> every attack made on the enemy's work weakened their defense, and the proprietors were compelled at last to come to the terms of the Union, discharge the 'rats' and install union men... This closed the only serious strike that ever occurred in the capital city of Ohio, though there have been one or two since (50th Anniversary souvenir; Box 40, Folder 13).

Later in 1860, like many of the other typographical unions, the Columbus made preparations for the celebration of Benjamin Franklin's birthday (Minutes of meeting 12/8/60; Box 1, Folder 1). The union's historian indicates that the local held a ball in Franklin's honor on December 10, 1866. And on January 11, 1868, the union passed a resolution favoring the celebration of Franklin's birthday; Columbus being late in celebrating this special day (50th Anniversary souvenir; Box 40, Folder 13).

During the Civil war, Local 5 passed a resolution for the purposes of raising and distributing money to dependent family members of those union printers serving in the Union army. Members of the union pledged themselves to pay the sum of $3.00 per week for wife, aged parents or dependents, and $.50 per week for each child. Approximately 48 members fought to preserve the Assembly, and to the ITU Convention at Denver in 1889 (100th Anniversary souvenir, Box 40, Folder 11; History of the Columbus Trades and Labor Assembly, 1901).
Union. Some of the men had suffered hardships while being held captive in Confederate prison camps.

In the immediate post-Civil War years, a committee from the Machinists' and Molders' Unions gained permission from the Columbus local to discuss the formation of a city-wide trades union to join in the national push for the 8-hour day and to deal with inflation. At the time of this meeting, late 1865 and early 1866, printers worked 10-hour days. This meeting failed to lead to a mass 8-hour movement (50th Anniversary souvenir, 1909, Box 40, Folder 13).

The minutes for September 1, 1867, note that although the Columbus local opposed the newly created National Typographical Union constitution for subordinate unions, they, out of great respect for President Oberly, said they would comply with it if the majority of locals supported it. The Columbus union objected to the "loss of individuality," and the change from "long established custom." (Box 1, Folder 1). Over the years, members of Local 5 did not always agree with NTU or ITU philosophy but, because of its small size, it came to depend on the ITU for valuable resources and assistance.

Local 5, like other typographical unions had done for many years, gave much moral and financial support to unions, typographical and otherwise, involved in strikes or other troubles. One of the earliest cases recorded in the union's minutes books occurred on May 8, 1864, when it raised $35 in support of the Cincinnati Typographical Union No. 3, which had struck a number of commercial shops and the Enquirer (Box 1, Folder 1). For many years, other labor organizations asked the Columbus union to make financial and moral contributions. In many of these cases, it raised money through membership donations and sent the money to the appropriate location. For example, Local 5 offered financial support ($10) to the United Hatters of North America in 1909 to
support its boycott against anti-union firms in a struggle better known as the Danbury Hatters case (Minutes of meeting of 3/7; Box 4, Folder 2). Two years earlier, Columbus printers offered their moral support to St. Louis metal polishers in their fight against the Bucks Stove and Range Company (Minutes of meeting of 4/7/07; Box 4, Folder 1). Both of these labor disputes had great impact upon the American labor movement.

Columbus printers affiliated with and participated in a number of local and state-wide labor organizations. On May 9, 1895, delegates from a variety of local printing trades unions organized the Allied Printing Trades Council of Columbus. Local 5 also had membership in the Ohio State Trades and Labor Assembly, formed in Columbus on June 24, 1883. A total of 81 delegates representing various trades around the state participated in its first meeting. George P. Goetz, James E. Bergin, and Joseph C. Coleman represented Local 5. According to Van Tine (1992, p. 11), "Its chief function was to lobby before the General Assembly on issues like the eight-hour day, mine safety, child labor, and the ending of the prison labor system."]

16 Throughout its illustrious history, Local 5, and some of its members, were active in local and national politics. For example, in 1913 the local joined the American Association for Labor Legislation in order to promote legislation to fight occupational disease, to enforce factory inspection, and to fight for minimum wages. At the local level, this organization helped the union fight a proposed printing plant at the Ohio State Penitentiary (Minutes of meeting of 4/6/13; Box 5, Folder 1).

Later, in 1944, President Harold Clark of No. 5 won support of the union to involve the local in a meeting of forty labor representatives in Columbus who met to discuss an organization for political action. The main objectives of this body were to: 1. register union members to vote in important upcoming elections; 2. make legislators' records public; and 3. vote for friends of labor (minutes of meeting of 4/2/44; Box 8, Folder 1).

From 1944 through 1947, Local 5 was deeply concerned with the growing anti-union political movement in this country. After Florida, California, and Arkansas had made movements to outlaw the closed shop in their state legislatures in late 1944, the ITU and subordinate unions implored union printers to dissuade their political representatives from supporting such legislation. Unfortunately, this movement eventually led to the Taft-Hartley Act of 1947. This act, among other restrictions placed upon unions, outlawed the closed shop and also made it illegal for foremen and supervisory employees from being represented by unions (Minutes of meetings of 9/3 & 11/5/44; Box 8, Folder 1; and 5/4/47; Box 9, Folder 1). Both of these clauses struck at the heart of the ITU's power on the shop-floor. However, because of the ITU's strength, and its long history of cordial
Columbus's typographers also affiliated with the Columbus Federation of Labor (CFL). The American Federation of Labor (AFL) chartered the CFL on October 23, 1907, in response to the AFL's expulsion of the Columbus Trades and Labor Assembly for supporting United Brewery Workers Local No. 80's industrial unionism approach to organizing Columbus's Washington Brewery Company. The AFL supported jurisdictional claims made by stationary engineers and firemen, both old-line craft organizations. Having already expelled the national Brewery Workers, the AFL ordered the central body to do the same. By a vote of 53 to 3, delegates to the Columbus Trades and Labor Assembly sided with the Brewery Workers. In March, 1909, the two local central bodies merged under the Columbus Federation of Labor, with machinist and socialist James Henderson as president (Van Tine, 1992).

In 1937, the Columbus Typographical Union once more confronted the debate between craft and industrial unionism and whom to support. At the forefront of this internecine battle were John L. Lewis, head of the United Mine Workers, and supporter of industrial unionism, and William Green, the conservative leader of the AFL. Charles P. Howard, president of the ITU—a strong craft union—supported Lewis's Congress of Industrial Organizations (CIO). Given the magnitude of the struggle that led eventually to a divided

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relations with employers, the union would not feel the effects of these changes until much later, and not in all locals.

Howard supported the CIO strictly by individual choice; he did not speak for the entire ITU. He also served as the CIOs first secretary. In 1938, because of his controversial role in CIO affairs, Claude Baker captured the ITU presidency. Baker and other Independents accused Howard of devoting too much time to non-ITU activities. But what doomed Howard's chances for re-election was the issue of ITU loyalty to the AFL. Following the AFL's expulsion of CIO unions in 1936, the AFL demanded that the ITU clarify its position on the issue. ITU Progressives criticized the AFL for expelling other unions, but did not advocate the ITU leaving the federation (Lipset et al., 1956). Howard argued that the AFL had no authority to determine union jurisdictions. He even supported taking the ITU into the CIO
national labor movement, it was no surprise that the Columbus Typographical Union, the oldest and most prominent union in the city, entered the battle.

Owing to the dire economic conditions of the 1930s, the leadership in the CFL, which fell on the shoulders of younger, progressive men such as G. George DeNucci and Ted Silvey, supported industrial unionism. However, they did not want to attack directly the more conservative CFL leadership (Van Tine, 1991).

Local 5, at its February 2, 1936 meeting, resolved to support ITU President Howard and others at the AFL’s Atlantic City Convention who favored industrial unionism. Ted Silvey made the motion in support of industrial unionism (Box 7, Folder 2). During the summer of 1936, the local sent a letter of appeal to AFL President William Green to protest of his action to expel ten CIO unions. Moreover, Local 5’s officers instructed its delegates to the Ohio State Federation of Labor convention to “agitrate and vote for all resolutions and motions that favor the progressive organizing work of the C.I.O.” (Minutes of meeting of 7/5/36; Box 7, Folder 2). Local 5’s support for CIO unions had an

(Galenson, 1960). Independents favored the AFL, but, similar to the Progressives, were afraid to foment trouble. According to Lipset et al. (1956, p. 57), “The issue finally came to a head when the AFL ordered all its affiliates to pay a special tax to fight the CIO”. The AFL expelled the ITU in 1939 after ITU members voted 35,254 to 10,901 against the assessment. Although Baker won the 1938 election with 61% of the popular vote, the membership voted for Progressives on the ITU Executive Council. "From 1938 through 1944 the union witnessed a situation comparable to 1920-1928, with neither party able to win all the international offices" (p. 57).

18 DeNucci was born in Italy in 1902, grew up in West Virginia, boxed in Akron, went back to West Virginia and, eventually, wound up in Columbus as a skilled cloth cutter at United Wollen Mills. He became the president of United Garment Workers Local 245 in 1930, and a delegate to the CFL. In 1935, he became the CFL’s recording secretary.

Silvey was born in New Hampshire in 1934 and grew up in Zanesville, Ohio. His mother’s involvement as a Jehovah’s Witness took him to New York City where he learned to be a printer. In the early 1930s, Silvey returned to Ohio and became a delegate to the CFL and the Ohio Typographical Conference (Van Tine, 1991)
ironic twist: While the size of both the Columbus and national labor movements would be enlarged by the rise of industrial unionism, Local 5's role in the Columbus labor movement waned as steelworkers, autoworkers, and other industrial unions built large, viable unions in the city.

Conservatives in Columbus, such as the Building Trades Council, called upon Green "to investigate CIO activities in Columbus and radical political affiliations of officers and committeemen of the Columbus Federation of Labor" (Van Tine, 1991, p. 10). William Green dispatched Francis J. Dillon to Columbus in February, 1937.

Dillon appeared at the CFL's meeting on February 23 and asked DeNucci to renounce publicly his support for the CIO and to hand him his resignation as president of the CFL. DeNucci refused to comply with Dillon's absurd request. In the meanwhile Green had announced to all state and local bodies that they must decide whether to support the AFL or the dual unionists of the CIO. In response to this announcement, Dillon declared the CFL's charter revoked by the AFL.

In protest, Local 5 President Ralph Ellis obtained an injunction on March 1 preventing the AFL and its representatives from revoking its charter. Over the next few months, the legal system handled the case. The Columbus Typographical Union acted as plaintiff against defendants Green and Dillon. Because the AFL did not provide the CFL due process and because the AFL exceeded its constitutional powers, the court sided with the Columbus party (Brief submitted by Local 5 as plaintiff, Court of Common Pleas, Franklin County, Ohio, No. 151, 627; Box 19, Folder 1).

By mid-1937, Columbus had two labor bodies. In September, DeNucci became president of the young Franklin County CIO Council, comprised of about
14 locals and over 3,000 members. Silvey became the council's secretary-treasurer. The CFL, although less progressive than before the formation of CIO bodies, still sought to organize new members. The Columbus Typographical Union remained part of the CFL (Van Tine, 1991) even though the AFL expelled the ITU during the fall of 1939. At Local 5's October meeting, it announced it would remain in the CFL until either the ITU Executive Council or AFL declared otherwise. At the November meeting, the local announced it would continue to pay dues to the CFL until January 1, 1940 (Minutes of meetings of 10/1 & 11/5/39; Box 7, Folder 2).

Local 5 did not want to end its 33-year affiliation with the CFL as indicated by Local 5 President Miller's words and actions. Miller reported to the union that "because of action of the AF of L Executive Council, our affiliation with the Columbus Federation of Labor has been forcibly severed." He recommended the continuance of both friendly relations with all city locals and per capita taxes to the CFL. Miller preferred a cordial end to the long-standing relationship with the CFL, and advised members to "withdraw gracefully and in good standing." The union passed a motion to reject any invitation to reaffiliate with the CFL (Minutes of meeting of 2/4/; Box 7, Folder 2). Local 5's fealty to the ITU determined its decision to remain outside the CFL, despite the friendly relations that had existed between the local and the CFL.

Between the spring of 1941 and the end of 1943, the local union took part in a couple of national ITU elections to determine the prospects of reaffiliation with the AFL. At the local's June 1941 meeting, members voted 113 for and 285 against affiliation; in 1943, the local again turned down affiliation by a vote of 98 for and 216 against (Minutes of meetings of 6/1/41, Box 7, Folder 2; and 12/5/43, Box 8, Folder 1). Although the ITU agreed to reaffiliate with the AFL in 1944, the
local had voted it down for a third time. As it did in many other instances, it agreed nonetheless agreed to abide by the majority vote and return to the AFL fold (Minutes of meeting of 7/2; Box 8, Folder 1).\textsuperscript{19}

The union's minutes are vague as to the reasons for the reaffiliation with the AFL. However, they show evidence of a rising tide of anti-labor legislation. Only a more unified labor movement could elect pro-union public officers and thwart attempts at restricting the activities of unions. At the national level, the issues that developed between the AFL and the CIO did not close until 1955, well after the passage of the Taft-Hartley Act. The ITU, more than most unions, stood to lose by the new law's restrictions on union activity, especially its closed shop and union foremen requirements—the two main components necessary in upholding its general laws

When not involved in heated political affairs or other trade-related activities, members of the Columbus Typographical Union sought enjoyment in sporting activities. Lipset et al. (1956) discuss printers' off-the-job socializing by examining the New York City local. They argue that social activities also include a good deal of political discussion:

So the man who joins a glee club or a bowling team or a local printers' social club, or any other printers' organization unrelated to union politics, will find that a large proportion of its members are involved in and talk about politics. Men who do not get to union meetings nor read political circulars may thus be exposed to political talk before and after the club meeting, while riding home on the subway, or while waiting to bowl (p.108).

Columbus printers participated in a variety of sports. M. J. Lynch, a member of the local contributed an article on printers' involvement with baseball for the union's 50th anniversary booklet. As he put it, when he arrived in

\textsuperscript{19} In December 1947, Local 5 helped to celebrate the 40th anniversary of the founding of the CFL in 1907. The celebrants discussed the Taft-Hartley Act as the main topic (Minutes of meeting of 1/4/48; Box 9, Folder 1).
Columbus in 1891 and found work at the old State Journal, he "fell in with the baseball element." In the days before the machine composition, printers gathered around noon to distribute type for the evening’s composition. "Roadsters," probably transient printers and most likely substitutes, and regular situation holders, congregated to discuss the game. In a short while, the union scheduled games between "regulars" and "subs" at nearby Neil field (Box 40, Folder 13). Bowling and golf were other major sports that brought out the competitive but leisurely side of printers.

Politics, work, and sports may have brought many printers together in an occupational community, but this community represented white males of western-European descent. In general, the union marginalized women and blacks, if they admitted them to membership. Although it is difficult to know for sure when the first female and blacks became members of Local 5, there is some scant evidence that women, however few, were members of the local as early as the 1870s. In the minutes of April 1, 1871, the union reported it had admitted to membership three women working at the Gazette office. On May 16, 1929, a group of female compositors organized Women's Auxiliary No. 106. Eva C. Belt was instrumental in its organization after accompanying her husband, and convention delegate, Gilbert to the 1928 ITU Convention at Colorado Springs. The local granted an official charter to the group of 26 members on July 10, 1929. Ola Patton served as its first president (100th Anniversary souvenir, 1959; Box 40, Folder 11).

Robertson (1959) writes that women printers worked primarily as linotype operators and proofreaders. He also noted that no new female apprentices started during the 1950s, although cards had been issued to some women who gained their experience in small shops or trade schools.
More than females, the union excluded blacks from membership until the 1960s. The union first debated the issue of admitting blacks during its regular meeting of January 1871. The debate was part of a larger one affecting the ITU. The ITU chose to defer all questions regarding black membership to subordinate unions. The Columbus union put forth a resolution which, although deferred indefinitely, proclaimed "that this union will not receive a card from, or issue a working card to any Negro printer" (Minutes of meeting 3/3; Box 1, Folder 1). The issue of admitting black printers re-emerged after seventy years.

The minutes of the union's May 1945 meeting described President Harold Clark's reaction to a request made by four black printers for union membership. The men were employed at the Ohio State News. Clark appeared to be less resistant to their requests than members of the local, although he appeared to share the same sentiments as his constituents. He argued that although membership cannot be denied anyone simply on the grounds of different skin color, he understood the men's objection to having them come into union shops. However, Clark seemed to understand the implication of excluding these men: "I do feel that unless they are organized in their own shops they can well become a real threat to the stability of our trade, and the shops in which they work can easily become a source of unfair competition for our employers." At the June meeting, Clark's proposal failed to pass after the membership tabled his motion by a vote of 25 to 12 (Minutes of meetings of 5/6/ & 6/3; Box 8, Folder 1).

Many more important events affected the local over the years. Those germane to industrial relations are covered in subsequent chapters. It is fitting to close this historical session with an important celebration in the union's long-history—its 100th anniversary celebration.
On November 15, 1959, the Columbus Typographical Union No. 5 celebrated this anniversary with banquet and appropriate ceremonies at 1:00 p.m. at the Ohio Union, on the campus of The Ohio State University. A dance followed the banquet that evening at the Auditorium Building, downtown Columbus. Notable dignitaries present at this event included: Columbus Mayor M. E. Sensenbrenner; A. Sandy Bevis, second vice-president of the ITU; newspaper publishers Don Weaver, editor of the Columbus Citizen, and Preston Wolfe of the Dispatch Printing Company; R. Reid Vance and R. P. Hollenback representing commercial printers; and representatives of local and national federations.

Amidst the plentiful food, drink, music, dance, and other distractions, leaders and members of The Columbus Typographical Union probably could not see the dark clouds that portended the end of the local and its parent, the ITU. While the union did celebrate its 125 year as a continuous labor union in 1984, by July 1, 1992, Columbus's oldest local union, and one of the founding unions of the ITU, ended over 130 years of history by merging with the Communications Workers of America, Local 4320 (Van Tine, 1992). The combination of technological and industry reorganizations changes after 1960, legal restrictions placed upon the ITU's General Laws, and a failure on the part of top union leadership to respond to the changed conditions affecting the union were major factors contributing to its demise. Before the ITU merged with the Communications Workers in 1987, it was the oldest national union in America.

Despite sharing similar cultural, social, and political views with printers in the larger cities, Columbus printers worked in a city that was different in ways other than just size. Consequently, Local 5 did not respond to external events in the same manner. The differences in the local's size, philosophy, and location
affected the conduct of its relations with both employers and the ITU—the other major institutions in this study. By highlighting the major historical events in the local's history (above) and the city of Columbus (below), one gets a better appreciation for the evolution of the local's grievance procedure.

The Birth and Development of Columbus, Ohio:

Columbus, Ohio, on the relatively flat Ohio till plain near the western edge of the Appalachian Plateau, was the first state capital in the Northwest Territory and the first planned state capital in the United States. The geographic position of the site, near the center of the state, was the principle reason for the selection for the capital of Ohio (Hunker, 1958 p. 1).

After much debate and discussion, officials named Columbus the capital of Ohio in 1816, before it became a city in 1834. From its beginnings through 1870, Columbus owed its early growth to politics and commerce. After 1870, however, Columbus became more industrial in make-up, although it never achieved the reputation for manufacturing in Ohio as did the cities of Cleveland and Cincinnati (Blackford, 1982; Garrett & Lentz, 1980).

Teams of surveyors originally settled central Ohio as a result of Congressional and military land grants after 1795. According to Hunker (1958, pp. 5-6):

Among the early settlers were some of the best blood and brains of New England, Pennsylvania, and Virginia. These new settlers (among them Lucas Sullivant, who founded and settled in nearby Franklinton in 1797) brought their native cultures with them into Ohio and organized active communities.

Before the National Road reached Columbus in 1833, the principle means of transportation were Indian trails, natural waterways (the Scioto River), and the limited turnpikes. Underdeveloped means of transportation preserved
agriculture as the principal economic activity for Columbus residents. With the arrival of the National Road and the expansion of the Ohio and Erie Canal in Columbus during the 1830s, both its commercial activity and population increased in subsequent decades.

From a sleepy town of 700 residents in 1815, Columbus grew in population to 2,435 in 1830; increased dramatically a decade later to just over 6,000 residents; and by 1850, 17,882 persons resided in the city. One year after the Columbus Typographical Union was reborn in 1859, over 18,000 people called Columbus their home (Hunker, 1958). Much of the increase in population may be attributed to the city's growing political importance, as well as the improvements made in transportation.

More important than canals to the growth of Columbus was the arrival of the first train in Columbus in 1850. The establishment of the Columbus and Xenia Railroad, financed jointly by two Columbus residents, gave impetus to other rail lines that passed through Columbus during the 1850s. The use of the rails to transport produce and other goods portended a grave consequence for the wagon industry of Columbus, which boomed because of canals. Despite the power of the monopoly held by the powerful Ohio Stage Company, "(by) 1852, however, the stage line had lost out to railroad competition; in 1854, its equipment was sold and shipped to Iowa where it was used on the new frontier" (Garrett & Lentz, 1980; Hunker, 1958, p.17).

At the time the first locomotive entered Columbus in 1850, about one-third of the population were German emigres who fled during the revolutions of 1830 and 1848. Many of them were Democrats. The German daily newspaper, Westbote, was staunchly Democratic (Garrett & Lentz, 1980). Many Germans
found employment in the printing trades and joined local trade unions, including the Columbus Typographical Union.\textsuperscript{20}

Despite being the third largest city in Ohio by 1870 with over 31,000 residents and introduction of the first street car in 1863, Columbus was still a "walking city."\textsuperscript{21} The great fortunes made in the city during the 1870s were not in industry but in banking, transportation (buggies and wagons), and land speculation. Men like David Deshler, William Neil, and Alfred Kelley were the major beneficiaries of this wealth. According to Hunker (1958, pp. 18-19)

From 1812 until 1870, the growth of manufacturing in Columbus proceeded at a slow pace. Actually, there was little in Central Ohio at this time to encourage large-scale manufacturing. However, a variety of small industries were established, consisting primarily of firms processing agricultural raw materials, or selling directly to the farm market... From the founding of the city until 1870, no outstanding advantages were present to stimulate real industrial activity. Eighteen-seventy is a turning point, for at that time Columbus began to achieve greater accessibility.

There were a number of limiting factors present in Columbus prior to 1870 that prevented the development of a strong manufacturing base. Limited markets (mostly farm trade), inaccessibility (prior to the National Road and Ohio and Erie Canal), limited raw materials (farm and forest), lack of adequate power sources, a transportation system geared to agriculture, the absence of skilled labor (Germans were the exception after 1840), and a passive opposition to manufacturing by leading local capitalists (who made much money from trade and land sales) afraid to risk investments in manufacturing, were the main ones. However, printing firms, binderies, and blank-book publishers found the city an  

\textsuperscript{20} Although no attempt was made part of this study to detail the extent of this, the union's membership records, for over a century, show many names of German descent.

\textsuperscript{21} The heart of both commercial and residential Columbus was concentrated in a small area which made it possible for citizens to move about on foot.
excellent environment in which to do business because of government contracts.22

Industrialization came to Columbus during the 1870s when inter-regional railroads criss-crossed the city. After 1870, three major factors contributed to the evolution of industry. First, the population of Columbus grew from about 31,000 to 126,000 between 1870 and 1900. This growth helped to provide a market for locally manufactured goods. The quality of the labor force improved appreciably during this period with a second major influx of skilled German workers during the 1880s. In 1880 Columbus ranked as the thirty-third largest city in the nation. Between 1880 and 1890, the city experienced a 70 per cent increase in population growth, whereas the state of Ohio gained by less than 15 per cent. Printers and their employers benefited from the growth of the city in the form of increased printed goods.23

22 Schedule 4, Products of Industry, 1870 Census of Franklin County/Columbus, lists ten print shops in the county, all located in Columbus. The two shops employing the most help included Nevins & Myers (48 males, 2 females, 0 children) and the Ohio State Journal (40 males). These two shops also had the greatest dollar valuation of its products—85,000. The third largest shop, the Columbus Gazette employed 26 males and 6 females, and was valued at only $20,000. John Geary's book and job shop employed the fewest hands (3 males and 1 child) and had the lowest product valuation ($6,000).

23 Although the estimate is imperfect, the Columbus City Directories provide support for the increase in Columbus's printing trades. For example, the 1880 edition list at least 18 newspapers (from dailies to monthlies) and 16 commercial shops. By 1897 there were roughly 13 newspapers and over 35 commercial shops. By 1900, there were over 46 commercial shops turning out a variety of printed matter, under both public and private contracts.

The Twelfth United States Census for 1900 provides state-wide data on the printing industry. Between 1890 and 1900, the number of establishments rose from 987 to 1,253; employment increased from slightly over 9,000 to just beyond 11,000; and product values jumped by 18.6% from just over $17 million to almost $20.4 million. Both branches of the trade experienced growth in all three categories. The summary also indicates that the printing industry "is largely in the city of Cincinnati, which has for a long time taken rank in the publishing of school books and music. A newspaper was published at Cincinnati as early as 1793" (p. 685).
Second, the spread of regional railroad lines such as the Hocking Valley Railroad linked Columbus with other areas in Ohio. Interstate lines, primarily the Baltimore & Ohio and Pennsylvania Railroads, provided connections with the rest of the growing nation. Rail lines aided industrial development because they contributed to the third factor: the accessibility of southeastern Ohio's iron ore and coal reserves. Mining provided Columbus with its first major market for industrial products and helped to supply Columbus with a large supply of cheap electricity (Blackford, 1982; Hunker, 1958).

Between 1870 and 1900, Columbus experienced uneven industrial growth and expansion while developing a broad-based manufacturing sector. Though not a major manufacturing city, Columbus enhanced its national reputation by its successful buggy, foundry, and shoe industries. By the 1880s, twenty buggy companies were operating in Columbus, including the largest, the Columbus Buggy Company, making Columbus the buggy capital of the world (Garrett & Lentz, 1980).

The national recessions and depressions that hit in the latter part of the century caused hardship in Columbus. The depression of 1893-1897 put 20% of the industrial work force out of work, caused 800 banks to fail, and reduced industrial production by 25%. Yet Columbus's diverse economy cushioned the impact of economic troughs better than in other cities (Blackford, 1982). Membership figures for the Columbus local indicate that as of the beginning of 1893 there were 182 printers paying dues; by 1897 there were 170, a loss of only 12 members. By the end of 1901, membership increased dramatically to 226 (In fact, membership rolls in both the ITU and Local 5 show a general rising trend through 1959. See appendices A through C).  

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24 Average per capita dues paying membership in the International Typographical Union declined from 30,454 in 1893 to 28,096 in 1897. By 1900, the
Columbus's population continued to grow during the late nineteenth and early twentieth centuries, although it remained predominately homogeneous (Garrett & Lentz, 1980). The changes taking place in Columbus during this time were also affecting other cities. With the benefits of industrialization and urban growth came problems. In addition to the normal problems of garbage collection, street repairs, water provision and sewer mains, poverty and labor unrest caused alarm to Columbus officials (Blackford, 1982).

Asylums for the disadvantaged and other philanthropic activities helped to mitigate the distance between the "haves" and the "have-nots." Social reformers, such as Washington Gladden, helped to dampen social discontent in the city (Garrett & Lentz, 1980). Yet there was both national and local labor activity in Columbus during the latter part of the nineteenth century.

From the beginning of the 1870s through the turn of the new century, labor activity in Columbus increased. In July of 1871, Columbus Machinists' Local 5 formed. Five years later, in 1876, the Franklin Lodge No. 9 of the Brotherhood of Locomotive Firemen was born with the motto "Protection, Charity, Sobriety and Industry." In July of 1877, Columbus felt the effects of the first nationwide rail strike. Workers from a variety of railroad crafts, and from surrounding states gathered in Goodale Park and in other sections of the city to discuss striking over wage reductions. However, despite workers locking the National Guard in the state house, the riotous conditions prevailing in other parts of Ohio and the nation were not matched in Columbus. Workers, nonetheless, did not win the strike and soon returned to work.

union recovered and claimed over 32,000 members. These numbers, however, do not reflect the true effects of the depression because pressmen and bookbinders left by 1895.

25 The Columbus Chamber of Commerce (1915) reported a growth in population of greater than 44% between 1900 and 1910. By 1910 over 181,500 people resided in the city. During this same period, real estate valuations jumped over 300%.
In the 1880s, not only did local unions of carpenters (1884), cigar makers (1885), and bricklayers (1888) organize in Columbus, but national organizations made their presence felt as well. In 1880, the first local assembly, No. 1491, of the Knights of Labor organized, only to collapse a year later. Other Columbus Knights of Labor locals formed and disbanded within short time periods.

More lasting organizations were born in the city, however. On December 10, 1886, the American Federation of Labor was born in Druid's Hall, downtown Columbus. Delegates elected Samuel Gompers its first president. As was the trend nationwide, locals affiliated with the Knights flocked into the American Federation of Labor. In Columbus, the Journeymen Tailors' Union did so in 1887. Another important labor union, the United Mine Workers of America, organized in Columbus in 1890.

Although Columbus avoided the intense labor conflict that plagued industrial and railroad towns and cities across America, street car workers struck successfully for modest wage increases in 1890, only to lose a bitter strike in 1892. For the next 18 years, Columbus's streetcar workers remained unorganized (Van Tine, 1992).

From 1900 through the 1950s, the city of Columbus experienced continuous but irregular industrial development. For about the first fourteen

26 The Chamber of Commerce (1915) boasted that Columbus had never suffered a severe industrial work stoppage while its manufacturing establishments were free from labor disturbances. According to this business organization, "Columbus labor is American labor." Nearly every factory in Columbus was locally-owned at that time with the major exception of a Ford assembly plant.
27 Columbus's printing industry and its printers enjoyed some prosperity during this time, although as Maradie (1984) indicates, good times were not shared by all printers. Nonetheless, the Fourteenth Federal Census of 1920 provided data on the local printing industry. It shows that the value of products for the newspaper branch increased by 93% after 1914 and represented 7% of the state's total output. Commercial shops in Columbus produced goods valued at one-half the amount of newspapers, represented only 5.6% of the state's total, but these figures had increased by almost 111% after 1914. For the state of Ohio, in general, newspaper circulation over the same
years of the twentieth century local business conservatism continued to retard the growth of manufacturing. During WW I, unexpectedly perhaps, only a little manufacturing activity took place. This condition changed in the post-war period, with the exception of the depression of 1920-1922. From 1914 to 1926, the city's payroll expanded by more than 365%. From 26,751 workers in 1919, employment declined in the early 1920s but picked up again to 26,576 in 1929.

While Columbus was, and has always been, a city of diverse businesses, during the 1920s some of the leading firms in the city were associated with the field of transportation, specifically auto parts and commercial aviation. Such diversity enabled Columbus to withstand the ravages of the Great Depression better than other major Ohio cities. Although employment figures fell from 26,576 in 1929 to 17,516 in 1935, and about one-third of the population was out of work, private and social welfare agencies helped to cushion the shock of economic calamity. The Columbus Urban League, founded in 1917, was one of the more important groups contributing aid to Columbus residents in need (Garrett & Lentz, 1980; Hunker, 1958).

By 1940, the capital city had again undergone a transformation of its industrial structure. According to Hunker (1958, p. 58), "(t)he city was known as a center especially for the shoe (19% of the nation's total output), heating and

period increased by over 30%, although there was a marked decrease in the circulation of foreign-language publications Tables 16, 25 & 26). Overall, the state of Ohio ranked #4 in the value of printing products in 1920 (Table 3). However, by the late 1940s, the printing industry began a period of slower growth. "The Columbus Study"(1952) shows that the number of printing and publishing establishments in Franklin County increased from 94 to 111 between 1939 and 1947. Although data for 1947 reveal that this industry "was important in Columbus, employing 2.1 per cent of those working, or 9 per cent of those industrially employed,"(it was)"another in which salaries and wages paid, and number employed, show a declining trend when compared with salaries and wages and employment in all manufacturing" (p.111). The report also noted that between 1947 and 1950, the expansion of the industry in Columbus was slight; it predicted that employment growth should pick up after 1955, a low point in growth.
cooling equipment, and mining machinery industry. Its national importance had increased" (p.58). But it was WW II and the accompanying post-war economic boom that resulted in the greatest increase in industrial growth in the city's history.

Specifically, the federal government's building of the Curtiss-Wright aircraft plant in 1941 had the greatest influence upon the further development of the city. The government's contribution to Columbus went beyond the plant itself: The opening of the facility created a great labor pool. Men, women, black and white, from cities, farms, and every place in between, arrived in Columbus in search of good-paying manufacturing jobs. This labor pool, in turn, attracted other major manufacturers to the city. The $53 million invested in Franklin County industry for war production permitted plant expansions and conversions that buoyed Columbus's economy for many years after the war.

In addition to the federal government's role and the derived labor pool, the city's transportation revolution also contributed to the industrial transformation. The opening of land and air routes, in addition to the city's proximate location to the major steel and auto centers, gave Columbus a major role as a parts supplier to these industries (Hunker, 1958).

28 Conspicuously absent from Hunker's study of Columbus manufacturing was the printing industry. The Columbus Chamber of Commerce (1915) notes that the principle industries in the city were foundary and machine shops, shoes, malt liquors, printing and publishing, slaughtering and meatpacking, and others.

29 At its peak this plant employed more than 25,000 workers, many of them from southeastern Ohio, West Virginia, and Kentucky. When the war ended, many of these workers were left without work. However, the surplus of such a large group of semi-skilled workers lured many large national manufacturers to Columbus. General Motors was the first of such firms to open a branch plant in the city, although Westinghouse and others would soon follow. There was a down-side for these manufacturers, however, whereas the past workforce was relatively docile, made low to moderate wages, and had little union experience, the Curtiss-Wright plant ushered in an age of higher wage rates and union activity.
In summary, Hunker (1958) argues that "the greatest change in manufacturing brought about in Columbus since 1940 is the result, essentially, of one factor"—the federal government’s erection of the Curtiss-Wright plant in 1941:

The new plant broke a 'strangle-hold' on industry held by a few old-line firms. It brought a new concept of manufacturing to the city and, with it, high-wage, unionized labor policies not common to Columbus. It provided the city with a surplus of semi-skilled labor at the end of the war. This, in turn, was attractive to national organizations considering relocation.

For the first time in the city's labor history its craft unions, most notably Local 5, were overshadowed by the newly-formed and rapidly expanding industrial unions. Changes which took place in Local 5's grievance procedure occurred around this time of increased industrial union activity. Later chapters discuss how changes taking place in Columbus might have affected the practice of grievance handling in Local 5.

The changes in economic activity from Columbus's founding days through the 1950s were impressive. Along with this dramatic growth came a concomitant rise in the population. From a little over 2,400 residents in 1830, the population increased to over 31,000 in 1870. By 1900 over 125,000 persons lived, and probably worked, in Columbus; by 1920 over 237,000 people lived in the city. From 1940 to 1950 the population rose by almost 23%, to slightly under 376,000. By 1960, a population increase of over 25% pushed the numbers over

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30 In addition to the split between the AFL and CIO described above, other industrial union activity occurred during this time. From March 1941 to October 1942, the Steel Workers Organizing Committee organized a plant of the anti-union Timken Company of Canton. In April 1941, the United Automobile Workers Local 927 won a representation election at the Curtiss-Wright plant. Over 12,000 members swelled the local's ranks after this election. More activity followed (Van Tine, 1992). These were not the only examples of the changes taking place on the labor relations scene in Columbus during and after WWII. However, they do represent the changes which took place during that period.
470,000, an increase of 95,415, the most in the city's history (Ohio Population Report of 1980, as certified in the 20th Federal Census).

In general, the population of Columbus rose continually from 1830 through 1960, although in some periods growth was much greater than in others. Moreover, the population retained its native whiteness. Almost 85% of the population in 1950 was native white, while 12.5% was black, and about 3% was foreign-born. The percentage of native white persons residing in Columbus remained virtually unchanged from 1910 (84%) (1950 Census data for Columbus, U.S. Department of Commerce, U.S. GPO, 1952).
CHAPTER IV
EMPLOYERS ORGANIZE, ITU JOB CONTROLS, AND SELECTED GRIEVANCE ISSUES

Not only were Columbus's printers influenced by the larger culture of printers and craftsmen nationwide, as well as the city in which they lived and worked, they were also affected by the relations within the ITU, and between the ITU and the national and local associations of newspaper publishers and commercial shop operators.

The purposes of this chapter are to describe organization among employers in both the newspaper and commercial branches, and to provide an overview of the essence of the union's job control—union foremen, priority, and overtime regulations. Union foremen and laws governing selection and discharge enabled the ITU and its locals to achieve a great deal of power at the point of production. The two were bound inextricably; without union foremen, control over hiring and firing would have been practically impossible. As this chapter will reveal, the ITU's priority laws governing hiring and firing did not officially emerge until 1890, although their antecedents could be found in earlier decades. In Columbus, priority-related grievances became noticeable only after 1900, in concert with the ITU's priority law, the maturation of the printing industry, and the rise of collective bargaining. In 1890, during an economic depression, the ITU passed a law governing the distribution of work among printers. The overtime law, in conjunction with laws related to priority and discharge regulations, figured prominently in Local 5's grievance procedure,
especially after the turn of the century, although Columbus ITU members filed a few related grievances before 1900.

**Printing Industry Employers Organize:**

Employer associations, at both the national and local levels, played an important role in the Columbus local's grievance procedure. In addition to the ITU and Local 5, employer associations comprised the other main institutions in this dissertation (See Appendix F). Understanding their history and activities is therefore important to understanding the operation of the local's grievance procedure.

As Robert Marx Jackson (1984, p. 277) notes:

> The unionization of workers in the printing trades during the second half of the nineteenth century forced employers to form associations... Employers in the book and job sector of the industry organized separately from those who published daily newspapers. Employers in the two sectors did participate in the same labor markets and faced the same unions. But their product markets were distinct and their economic concerns quite different.

Because New York City and Chicago were the two most important printing centers in the United States during the 1880s, they commonly confronted new developments in the industry before other cities (Jackson, 1984). Harrison Fagan's (1930) study of industrial relations in the Chicago newspaper industry illustrates this. Fagan divides industrial relations into four periods. In the first period, from 1833-1850, the nonunion days, employers dictated to their employees the terms and conditions of work. But from 1850-1875 industrial relations were typified by union dictatorship, especially after the birth of the Chicago Typographical Union in 1852. From 1875 to about 1887,
negotiation supplemented, as the parties signed collective agreements. Thereafter, collective bargaining became the norm in industrial relations.

In 1886 the Chicago publishers organized the Chicago Daily Newspaper Association (which gave impetus to the formation of the American Newspaper Publishers' Association in 1887 and the national arbitration agreements in 1901). In 1887, Chicago's book and job employers formed the Chicago Typothetae, their first permanent association, in response to the ITU's declaration of a national nine-hour day. The organization of Chicago's master printers in 1887 also gave impetus to the formation of a national organization later that same year (Jackson, 1984).

Meeting in Chicago's Apollo Hall at 12 noon on October 18, "for the purpose of devising plans for united action upon the recent demand of the International Typographical Union that nine hours shall constitute a day's labor," representatives of master printer associations in 18 cities and of individual firms in six other cities formed the United Typothetae of America (UTA). Mr. L. D. Myers of Columbus, Ohio, was one of the many delegates present and the only representative from Columbus. Myers was also was one of original members of the UTA's Committee on Permanent Organization (Powell, 1926; United Typothetae of America Proceedings, 1887).

The Columbus organization consisted of a loose grouping of commercial and newspaper proprietors. Whereas other local associations had names such as the Cincinnati Typothetae, at the first UTA meeting the Columbus association called itself "Columbus, Ohio." At the UTA's second annual meeting held in New York City in 1888, no delegates from Columbus participated in the conference. This would not be the last time Columbus delegates did not attend these meetings. Through the UTA's first 13 years, the Columbus group spent
more time out of the association than they did as active members. At the 1891 meeting at Cincinnati, however, the Columbus contingent represented itself fully, complete with a change in name.

In addition to Myers, who was not only the local president but also UTA vice president, George B. Hische served as a second delegate. To regain membership, the Columbus group paid a $10 initiation fee. By now the Columbus Typothetae represented 14 shops.¹

The movement toward the organization of employing printers had been collecting momentum for some time before the official birth of the UTA in 1887. At least in New York, the push toward organization was not always labor related.²

In March 1865, master printers in New York formed the Typothetae of the City of New York. Business problems related to wartime inflation, decrease in trade volume, and loss of workers spurred organization. After a few years, however, the organization disbanded but was reborn in 1883. Members of the New York association joined the UTA to fight the ITU's demands for a 9-hour day. After defeating the ITU, the New York Typothetae returned to its primary ongoing concern: unhealthy competition that kept prices too low. (Labor matters

¹ The Columbus group was one of 37 local groups belonging to the UTA in 1891. This figure represented an increase from the first meeting in 1887, as well as increases from 21 in 1888, and 28 in 1889 & 1890. During this period newspaper offices were also members of the UTA.

The Columbus association included the Columbus Printing Co.; the Gazette Printing House; Hann & Adair; J. L. Granger; J. C. McCracken & Co.; Myers Bros.; Nitschke & Co.; the Ohio State Journal; D. E. Orvis; J. Wiggins & Co.; Fred J. Wendell; the Columbus Evening Dispatch; Hooper & Connelly; and Westbote & Co.

The Columbus Typographical Union organized some of these shops, but it is unclear as to the exact number (Proceedings from UTA annual meetings, 1887-1891).

² No records exist to determine what factors precipitated organization in Columbus. That is, whether it was labor related or out of business necessity.
became important to the organization only after 1900, when the associations battled typographical unions for control of the shop.) (Tichenor, 1980).

The New York Typothetae fought problems of competition with resolutions, lobbies, trade journal articles, and public remonstrances. Proposed solutions included uniform price scales, education of small print shop owners, better cost accounting, and combination (Jackson, 1984; Tichenor, 1980).

The efforts of the commercial owners and their associations were quite successful in thwarting the ITU's 9-hour demands in 1887. And when the ITU and the UTA again fought over the 9-hour day through a strike in Pittsburgh between 1891 and 1893, employers again preserved the right to control their business. By 1898, with many local unions in the commercial branch achieving the 9-hour day with little conflict, the UTA and the ITU reached a national agreement. The Syracuse Agreement of 1898 provided for the 57-hour week effective November 21, 1898, and the 54-hour week one year later. Locals unable to achieve the reduced hours were primarily smaller ones; Pittsburgh and San Francisco locals were the only large locals denied shorter hours. By 1899, without resort to strikes, all ITU affiliates had won the shortened work week (Barnett, 1909). In the end, it was the efforts of local unions acting independently that achieved this victory. The ITU could claim only little credit for the outcome (Jackson, 1984).

The Columbus union became part of the movement for nine hours during the fall of 1897 when it reported that the Nine-Hour Committee sent special assessment forms to the ITU. By the end of the year, the union voted 45 to 7 in favor of a $.01 assessment toward the shorter workday fund (Minutes of meetings of 10/3 & 12/5/97; Box 2, Folder 1). At the regular meeting in April 1898, amidst strenuous organizing activities in the city, the Nine-Hour
Committee reported that it had the members' support on the $.01 assessment. The union placed each member's contribution in a separate union account and, if unused, it returned the funds pro-rated. This action went into effect after April 10 (Box 2, Folder 1).

The Employing Printers Association, the local commercial employers association, entered into the picture in the fall of 1898. The union and the association held discussions over the shorter workday. According to ITU laws and local by-laws, the union had to give at least thirty-days' notice to employers before making changes to its scale of prices. On October 1, the union informed employing printers that the new scale would go into effect on November 1. Individual shop owners responded to this union action in mixed fashion (Minutes of meeting of 10/2; Box 2, Folder 1).

Feeling a sense of urgency in the matter, the union called a special meeting on October 16 to amend the scale of prices from nine hours (as demanded initially) to nine and one-half hours. This concession divided the membership leading to intense debates between those in attendance. In the meanwhile, the committee in charge of shorter hours received an ultimatum from the employing printers' group saying that they were willing to accept the nine hour day, provided wages conformed to the existing scale. Employers argued that current economic conditions prevented an advance in monetary remuneration at the time.

After a debate and a vote of 22 to 4, the union amended its scale of prices by moving to nine and one-half hours per day and fifty-six and one-half hours per week. The scale lasted for one year, beginning November 21; thereafter, nine hours per day and fifty four hour per week governed work time (Special meeting of 10/16/98; Box 2, Folder 1). While the Columbus local won
a work week shorter than the provision within the Syracuse Agreement, not all commercial owners complied with the new pact.

Throughout the month of November 1898, the union met in a series of special sessions to bring uniformity among shop owners and to see that employers under its jurisdiction complied with the new agreement. The local contacted the ITU to ask for strike permission in case certain offices failed to adhere to the pact; The ITU granted the local permission to strike if necessary.

On November 21, the union met in two sessions, one at 9 a.m. and at 7:30 p.m., to discuss the work stoppages in effect. It indicated that 47 members (29 printers, 4 apprentices, 2 pressmen, 8 press feeders, 3 electrotypers, and one German printer) were on strike at five shops. Edward Heinrich of the local Executive Committee mentioned that a fair numbers of proprietors with whom he had conferred were courteous. He felt optimistic that the recalcitrant owners would comply shortly. Heinrich was mostly correct in his assessment (Box 2, Folder 1).

Of the five union shops on strike, only Nitschke Bros. claimed an inability to pay the new scale. The union was not convinced because this shop was the most profitable of the group and employed only the best printers. Having failed at persuasion, the union declared a boycott against Nitschke Bros. It also recommended a mass meeting among all local trades unions to place before them its grievances, and "thereby carry on a warfare against their patrons that will make them see the error of their way." The union also sent a letter of appeal to Columbus' Mayor Black requesting him to take his printing needs to fair (union) offices. The union's strike fund provided $7 per week if participants

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3 The shops included Nitschke Bros., Lutheran Book Concern, Pfeifer & Sons, Landon Printing Company, and Lawrence Press. Eleven other shops were at work.
were married, and $5 per week if they were bachelors (Special meeting of 11/27 & regular meeting of 12/6; Box 2, Folder 1).

Early in 1899, Nitschke Bros. felt the effects of the union's boycott. Mayor Black, as far as he knew, had sent all of his work to union shops, while other businesses in town diverted work away from the unfair shop. In addition to making the above report, the Executive Committee recommended that the union terminate strike benefits because the eight-week (ITU) limit had passed. Even with the union's termination of strike support, the men continued their job action (Minutes of meetings of 1/8 & 2/5; Box 2, Folder 1).

Throughout the remainder of 1899, the local had contributed to the nine-hour strike fund. And while the amount continued to grow most of the year, it declined by December. During this time period, newspaper compositors won the eight-hour day. But most importantly, unionized commercial printers (and ancillary tradesmen) finally realized the nine-hour day on November 21. At its last regular meeting of the year, the union reported 8 union newspaper shops and 14 union commercial offices under its umbrella. It also indicated that Nitschke Bros. and three other shops had been scratched from the union-shop list (Minutes of meetings of 4/2, 5/7, 6/4, 7/2, 11/5, & 12/3; Box 2, Folder 1).4

The strike that affected 47 printers in the commercial branch was limited in scope and did not lead to strained relations between unionized employing printers and the union, save for the unfair shops. This limited strike and the few subsequent ones that occurred over the union's demand for shorter hours did not cause the local employer association to repudiate its cooperative attitude toward Local 5. These minor skirmishes are discussed to show the generally

4 While labor problems in Columbus were minimal and ended by 1900, the union helped the Pittsburgh local in its struggle. Columbus printers gave striking steel city printers $.10 per week per person, for three weeks in a month (Minutes of meeting of 3/1; Box 3, Folder 1).
non-combative labor relations context in which the local's grievance procedure operated. The operation of the grievance procedure cannot be separated from the collective bargaining process, although the link between the two was not always direct and apparent.

Conditions in the newspaper branch differed from those in the commercial branch. Newspapers were larger, more capital-intensive, did not participate in price competition, and were more vulnerable to strikes. Publishers found it difficult to calculate any direct relationship between advertisement revenues and subscriptions and their labor costs of production. As a result, publishers sought the goal of stable, strike-free, labor relations over a policy of maintaining low wages or controlling working conditions. Newspaper publishers, acting through association, preferred arbitration in pursuit of industrial peace.

From its birth in 1887 through 1900, the American Newspaper Publishers' Association (ANPA) did not concern itself with labor matters. During this period the organization's chief function was the maintenance of a credit bureau, through which members were made current on the financial standing of advertisers and advertising agents (Fagan, 1930). However, after a series of labor disturbances in 1890 affected some publishers, the association formed a Committee on Labor Troubles. The committee considered dispatching strike breakers as a weapon against the union. Before the twentieth century, however, the association made no active attempt to coordinate labor relations policies (Jackson, 1984).

5 Although there existed the Central Press Association in 1887, there is no record of the Columbus Newspaper Publishers' Association until it signed a labor contract with the local in 1902.
Publishers’ interests in coordinating industrial relations policies came in the closing years of the nineteenth century. During this time, newspaper firms had grown in size, unions had expanded, the linotype’s implementation changed hand compositors into machine tenders, some metropolitan centers experienced newspaper strikes, and the UTA and ITU had reached their famous 9-hour agreement (Jackson, 1984).

Technological change in the newspaper branch made the fight with the ITU over shorter work days less severe than in the commercial branch. The newspaper branch also had a longer history of unionization absent labor conflict. Despite being able to pass increased costs to consumers and advertisers, newspaper publishers were vulnerable to work stoppages. The ANPA preferred to achieve stability through labor arbitration (Fagan, 1930; Jackson, 1984). The national arbitration agreements between ANPA and the ITU in effect from 1901-1922 will be discussed in Chapter 6.

Changes within the ITU were also taking place during this period, but especially after 1885 when it became centralized and stronger. The previous chapter noted many of these changes. The most important changes in ITU policy governing work rules; that is, policies related to foremen and to priority rights are discussed below.

**Union Foremen and Priority Standing: the Essence of Job Control:**

Issues related to status of foremen and seniority privileges lay at the heart of the ITU's control over jobs. Both sets of policies became part of the ITU's General Laws in the 1890s. Thereafter, they became part of the union's laws regulating the employment relationship and were the subject of many grievances in Columbus. They were issues of contention precisely because
they dealt with issues of shop-floor control. Because they were ITU laws, any grievance over their interpretation or implementation, in effect, was a dispute between at least two union members. The ITU adamantly opposed the arbitration of its general laws. This issue contributed to the eventual breakdown of the national arbitration agreements in 1922, and many other disputes in the years that followed. The union's internal grievance procedure excluded the employer directly; only through the foreman, a man hired by the company but beholden to both parties, could the employer participate in grievances involving union laws.

This section traces the evolution of these two important sections of the ITU's General Laws. In doing so, the union's unique internal grievance procedure is highlighted. Between 1940 and 1959, as will be shown later, grievance resolution came to involve the employer to a greater extent. But even then, the union continued to dominate the process.

In discussing the evolution of both union foremen and priority, it should be noted that although these rules developed during the nineteenth century, they were still being modified in the first few decades of the next century. But because those changes only strengthened the rules and did not alter their basic content and form, they will not be treated in subsequent chapters.

Selig Perlman (1928) noticed the importance of the ITU's unilateral control over certain employment conditions. The following quotes illustrate the essence of job control unionism and the internal grievance procedure in the ITU:

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6 In one sense the regulation of discharges fell under the purview of the more global priority law. However, in practice they differed. As such, unless otherwise indicated, they are treated separately.
Studying the rules of the printers' union, we get a picture of a carefully worked out labor dictatorship, not, however, a dictatorship in the Russian style, but in a style all its own, since it is content to leave the employer in the unchallenged position of his property and business, and bring under a union dictatorship the employment opportunities only. This the union has accomplished by establishing and enforcing its claim that the shop rules and regulations that were fixed by "International Law," i.e., by the "laws" of the International Union, cannot be made the subject of local collective bargaining with the employers, nor be submitted to an arbitration board, but can be changed only by a national referendum of the union.

... in the printing industry, the industrial constitution is not a joint instrument administered by joint or impartial agencies, but rather a document drawn up by one party, accepted by the other, and thereafter to a large extent administered and interpreted by the party which enacted it. As regards a large part of the sphere which has been called industrial relations, the employer has practically abdicated.

"International Typographical Law" vests in the union a complete control of jobs, which goes much beyond that achieved by "other closed shop unions". The instrument of that control is the shop foreman, who is obliged to belong to the union. The Typographical Union has always insisted that the foreman of the shop rather than the employer himself do the hiring, and otherwise deal with the workmen. Thus the union lays down the "law" on hiring and discharging, and the foreman, a union member, although normally representing the employer, may be fined or expelled by the union if he does not proceed in accordance with the "laws..." (pp. 262-266).

David Feller (1973) discusses the difference between the union's unilateral determination of work rules, as in the case of the ITU, and the joint determination of work rules, as common in most contemporary union-management relationships. He argues that the former example is part of a "trade agreement," while the latter is called an "industrial agreement." The

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7 Perlman, like others writing in the Old Labor History vein, studied union constitutions and related matter, and usually never observed actual practice. This dissertation relied much less on official laws and more on the actual outcomes at the work site.
difference between the two, however, is not necessarily collective bargaining. For example, even after the ITU and its locals signed collective agreements covering wages and other conditions of work, many of the terms and conditions of work remained controlled unilaterally (e.g., through ITU laws). Instead, "(t)he essential characteristic of union-created rules is that they are part of union government. They therefore affect the employer's relationship with union members, not with employees generally" (p. 727).

The trade agreement is rare today. More common is the industrial agreement, as envisioned by New Deal era labor laws. Collective bargaining, as practiced under the Wagner Act and its amendments, involves bargaining about the content of those management's rules which affect wages, hours and working conditions rather than attempting, as in the case of the trade agreement, to establish a counter-structure of union rules. The collective agreement, according to Feller (1973), is not an agreement on the terms on which union members will work but an agreement on the rules which management will observe with respect to all employees.

In 1899 the ITU passed a "law" that required foremen to be members of the union (Baker, 1951). Prior to that time, the ITU had refused to dictate whether foremen should be members of the union. Since employers in both branches commonly chose their foremen from the regular workforce, and since the union had successfully organized most daily newspaper offices, it was likely that most foremen were members of the union well before 1890. (The same holds true for the commercial sector except that the ITU organized a lower percentage of shops than in the newspaper industry.) (Jackson, 1984).

As early as 1858 the National Typographical Union declared: "That the foreman of an office is the proper person to whom application should be made
for employment; and it is enjoined upon subordinate unions that they disapprove of any other mode of application" (Barnett 1909, p. 228). Employers did not object to this requirement because foremen were superior, skilled workers who had long histories of being union men. Moreover, the union craftsman's significant control over the work process circumscribed the foreman's role whether or not he was a union member (Jackson, 1984).

Internal union debates over the proper role and power of foremen began during the last third of the nineteenth century. As the previous chapter discussed, foremen were prominent in secret societies formed to preserve the union against employers bent on eradicating it. Membership in secret societies and their role in hiring and discharging gave foremen an unusual degree of power, which other unionists thought to be excessive and, in some cases, abusive.

The Columbus union also had problems in this area. At the union's regular meeting of July 8, 1898, a member presented to the union evidence of a "secret ring" operating in the city. As M. J. Lynch read the report, members may have been surprised to learn that this ring worked to control the offices of the union by showing preference to certain members when giving out work. Lynch, upon being approached by Rawson Sarchet, refused to join. Lynch implicated both Sarchet, then an ad man at the Journal, and Nash as members of this ring. Nash had been the local's president in 1889, while Sarchet was vice president in 1897. According to Lynch, Nash and twenty four others had been members of this oath-bound organization for over two years. Members included former local union presidents and current high local officials (Box 2, Folder 1; 50th Anniversary souvenir, 1909; Box 40, Folder 11).
Baker (1951) discusses certain foremen practices which troubled journeymen as soon as the specialized duties of supervision began. Although supervisors were frequently good union men, they held great potential to hurt the union by hiring nonunion men. Foremen might deliberately misinterpret the union's self-protective rules. As a result it became incumbent upon journeymen to curry favor with the foreman. Union leaders (some of whom were foremen) believed that to strengthen union security, the union should transfer of hiring and discharging authority from employer to foremen. But even that shift did not go far enough, unless the union's rules explicitly limited the foreman's discretion.

The ITU passed a series of union rules to limit the power and discretion of foremen after decades of membership opposition. Much time passed, however, before these plans became part of union law because foremen fought hard to defend their special interests. In the end the printing foreman emerged as the union's key to controlling the labor market. By asserting control over the foreman (and in the process de-politicizing him) the ITU gained a lever for control of the labor market from within the firm (Jackson, 1984).\footnote{Through the issuance of ITU working permits, the union was able to control the national labor market for union printers. Apprenticeship and other regulations also helped to limit the influx of less-skilled compositors. The whimsical nature of local hiring through foreman acting as part of secret rings, threatened the ITU's control over the national labor market for union printers.} During this time of discussion and debate, ITU leaders and members sincerely attempted to guard the integrity of all involved: proprietors, foremen, union, and journeymen (Baker, 1951).

Union law through the 1880s granted the foreman sole authority in the workplace. By 1875, the ITU gave foremen the right to discharge at-will except for union activity. In 1878, while ITU President John Armstrong supported
foremen's right to hire substitutes, journeymen protested this right. Much of the power held by union foremen at this time derived from secret society membership and control of the union's political apparatus. This was especially so for newspaper composing room foremen (Soffer, 1961).9

The commercial sector was not only a smaller part of the trade, but also less unionized than newspaper offices. According to Soffer (1961), foremen were more powerful in newspaper composing rooms for a variety of reasons. First, because of the large pool of "extras" needed for rush jobs, many of these printers were beholden to the existing work force and to the foreman. Second, because of the foreman's influence in the shop he could be valuable as the union's precinct captain. Third, the union foreman could also use his influence over employers to maintain union standards. Fourth, the foreman's union status gave him considerable independence from the employer and helped him in his dealings with his independent group of journeymen printers. Finally, the unique power of the chapels and the weakness of the ITU before the mid-1880s gave foremen enlarged powers.

During the 1880s the ITU developed systematic rules governing the allocation of jobs. These rules (1) guaranteed a regular employee—situation holder— the right to hire his own substitute any time he chose not to work, and

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9 An informal history of the ITU describes the early activities of the "Brotherhood of the Union of North America," and its alleged desire to take over the ITU at its 1880 Chicago convention. For many years, since the Brotherhood's birth around 1852, the ITU failed to make membership in secret society's illegal until 1896.

Columbus delegate Fred Zimmerman was part of a group present at the 1882 convention at St. Louis which wanted to outlaw secret cliques and sublists. They did not succeed, however. A possible reason for their failure to pass a union law outlawing secret groups and sublists was that the Brotherhood also claimed to represent the best interests of the craft.

From the Brotherhood emerged the Wahneta Party inside the ITU. It was not until 1920, however, that an opposition party coalesced into the Progressive Party (History of the ITU, v. II, 1967).
(2) specified the conditions under which a union member could be fired, and established a priority (seniority) system of job rights that restricted hiring decisions. In addition, the attack on secret societies and frequent referendum votes combined to reduce the foreman's power in composing rooms (Jackson, 1984; Soffer, 1961).

The substitute system arose out of the irregular employment requirements of daily papers. The foreman hired a regular group of compositors to set the predictable minimum of type necessary. Foremen also hired temporary extras when the amount of type to be set exceeded the minimum. Because the foreman could predict the availability of extras to some degree, subs became attached to particular newspaper offices. Soon after, it became accepted practice for a regular situation holder to take time off from work if he could secure a competent substitute to take his place. As Jackson (1984, p. 269) indicates:

Over time this practice evolved into a conception that journeymen owned their jobs on newspapers, and that they possessed a right to choose substitutes according to their personal criteria whatever they liked.

In 1884 the ITU abolished the practice of foremen sublists of competent or extra printers to be employed when a regular left his job for a brief time. Traveling, tramp, printers led the rank and file opposition to sublists because they quite often had trouble catching on when they arrived in a city or town as strangers (Soffer, 1961). After 1884, then, while foremen were the proper persons to whom a journeyman made application for employment, the regular situation holder exercised considerable control over his or her job. Nowhere was this control codified better than in the ITU's priority law. This law came to govern the internal mobility of printers once they gained employment in an
Priority Passes: Hiring and Firing is Regulated Internally:

In 1890 the ITU enacted a law that specified the acceptable conditions for discharge from employment. Prior to this time, the union attempted no restrictions upon the foreman's power over employment other than expecting him to employ union members and not to discharge any printer for obeying union rules. Because economic conditions of the 1880s created a situation where compositor positions became of great value to journeymen printers, and one in which employers could threaten them with discharge, journeymen sought to increase their employment security through union law (Jackson, 1984).

The 1890 law decreed that foremen could discharge help only for (1) incompetency; (2) violation of the rules of the office, chapel, or union; (3) neglect of duty; and (4) reduction of the work force (in 1892 this required that the last person hired would be the first person laid off). The ITU repealed the entire law regulating dismissals for one year in 1893 because of the conflict over the priority rules attached to it, but once reenacted in 1894, it remained essentially unchanged and unchallenged (Jackson, 1984; Lipset et al., 1956).

According to Soffer (1961, pp. 74-75):

The priority law was an attack on the power of the foreman to hire and fire at will. The union leaders resisted this reform, but the foremen had overreached themselves and aroused the rank and file to demand restriction of the foreman's discretion...Through the

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10 Arthur Porter, Jr. (1954) argues that "the last person hired, first person laid off" clause first appeared in the General Laws of 1898, and pertained to the newspaper branch only. Not until 1904 did the same rule apply to ITU members employed in the commercial branch.
referendum, a rigid seniority (priority) system was enacted, thus strengthening the job rights of individual members.

While the original priority law of 1890 limited the foreman's power to discharge, between 1890 and 1920 the law underwent additional modifications. In the end, the law came not only to govern discharges but also hiring procedures.

The ITU changed the rules governing discharges a few times between 1890 and 1894. In 1894, when the ITU determined that foremen could discharge only for the four reasons noted above (the foreman was also now required to provide a written statement of discharge to the worker), the union amended the priority law: if a printer were competent to substitute in an office, he had to be recognized as competent to hold a regular situation. In 1902, ITU General Laws provided that foremen give substitutes first chances at regular situations (Porter, 1954).

In 1907 the ITU again modified the law. The change provided that the first job vacancy would go to the competent sub oldest in continuous service. In 1914 the ITU convention ruled that locals could adapt the "oldest sub to the first vacancy" rule to fit local situations. However, because of illegal local practices and the weakness of many locals, this law rarely applied to commercial shops. In newspaper offices, on the other hand, the union enforced the law with much greater rigor (Porter, 1954).  

In 1916, the ITU added yet another section to the ever-changing priority law. This change supplanted the provision making the "oldest sub rule" subject to local bargaining. The new law stated, in part, that:

Persons considered capable as substitutes by foreman shall be deemed competent to fill regular situations, and shall be given

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11 The first priority grievance recorded in the commercial sector in Columbus took place after 1940.
preference in the filling of vacancies in the regular force. Any substitute with an office standing of at least sixty days is eligible to a vacant situation (Porter, 1954, pp. 26-27).

Between 1916 and 1935 the union made few additions to the priority law. However, from 1938 through 1942, it amended the General Laws to deal with: (1) the provision that members incapacitated by illness should not be deprived of their priority (1938); (2) the extension of the protection of priority to union members going into the armed forces, the Red Cross, or civilian work with the government (1940); and (3) similar protections for those who accepted work in defense plants (1942) (Porter, 1954).

Over the years, the union bolstered its priority law to give the union more control over jobs and members more job security. Nonetheless, several conflicts of interest arose because of the priority issue. Jackson (1984, p. 271) summarizes these conflicts:

The more ambitious or skillful journeymen perceived seniority rights as an obstacle to their advancement; the older and the less competitive printers saw priority as a protection from their peers. Employers resisted it as they did all union actions that limited their control over employment, although they did not seem to find this law exceptionally objectionable. Insufficiently skilled workers opposed the rules because they were less able to get part-time work from foremen who feared granting them priority. But the greatest opposition came from foremen.

The major effect of the priority rule was to eliminate the foreman’s unrestricted right to allocate promotions from substitute status to a regular position... It appears that foremen retained an absolute right to refuse new substitutes, but after an ill-defined period, they, like regulars, could be discharged...only for cause.

As mentioned above, newspaper compositors enforced the priority law more so than commercial printers. The structure of the firms in the two branches dictated these differences. For example, newspaper offices were much larger and more stable than commercial shops, especially those in Columbus. Size differences affected the structure of internal labor markets. While most scholars
treated printers of both branches as being alike in terms of ITU protections, Maradie (1984) shows that Columbus commercial printers were less prosperous than newspaper printers during the 1920s. Printers in other cities were probably affected in a similar manner by the combination of firm size and priority law. Some evidence of this can be seen from the experiences of the larger, trend-setting cities. Priority laws, although adopted during the early 1890s, did not appear in Chicago's commercial contracts until 1922, and in New York's until 1923 (Brown, 1942).

Priority, discharge, and ITU overtime violations figured prominently in Columbus Typographical Union's grievance procedure after 1900. The next section traces the evolution of the union's restriction on the work week.

The Regulation of Work Time: The ITU's Overtime Law

Before the introduction of the linotype, employers paid piece wages to printers. With the introduction of the linotype came a shift in wage payment from the piece to time work. Time payment came to the newspaper branch at a later date than it did in commercial shops. Once adopted, printers filed grievances over improper payment of overtime wages, overtime abuses and, after 1890, the implementation of the ITU's "six-day law." The six-day law regulated the maximum number of days an ITU printer could work in one financial week. Barnett (1908, p. 221) describes the events leading to the passage of this law:

The distribution of work was for a long time left by the union entirely to the voluntary action of the regulars. Naturally, they were not all equally influenced by the sentiment in favor of dividing the work with the unemployed. Some holders of seven-day situations, for example, persisted in working seven days in the week even at times when their fellow workmen were idle. Such conduct was particularly obnoxious; and in 1890 the International prohibited members employed on morning newspapers from working more than six days in any one week if a substitute could be obtained.
In essence, the six-day law mandated that any worker accumulating overtime had to lay off work when a substitute became available. This practice was also known as "canceling of overtime." Defects in the law led to a revision in 1892 which provided that: "No member of a subordinate union shall work more than six days in any one week nor more than fifty-nine hours,\textsuperscript{12} where a substitute can be obtained." The ITU punished transgressors with a fine of one day's pay (Porter, 1954, p. 52).

The ITU passed the six-day law during a period of depressed business conditions and large pool of unemployed printers. By providing a more equal distribution of work, the union attempted to assist printers during harsh economic times. In 1899, the membership defeated an ITU referendum vote for the institution of a five-day law. Only 40 years later, during the Great Depression, did a five-day week become standard practice in the unionized printing trades.

Throughout the first 100 years of the Columbus Typographical Union No. 5's history, a select group of issues made up the bulk of grievances. These included priority, discharge, ITU overtime and, to a lesser extent, wage and hour. Some issues such as measurement of matter faded away with hand composition; others continued in modified forms (e.g., apprentices and

\textsuperscript{12} The ITU changed the time to six-days and 54 hours in 1899. When the ITU passed an 8-hour day in 1905, the overtime law changed such that overtime had to be cancelled after 48 hours. In 1910 the union amended the law to require that whenever overtime aggregated more than one day, measured in hours, the employee had to give work to a substitute.

During the 1930s, printers earned price and one-half for all OT work. As a result, the ITU again modified the law such that when a member had accumulated two-thirds of the unit hours established for a regular shift, that time had to be given out. When unemployment fell in the late 1930s, the union dropped this requirement. By 1939 the five-day week became universal in the industry. During the 1950s, the law stated that after a "situation holder accumulates the number of hours established for a regular shift," he is required to get a substitute. (Loft, 1944; Porter, 1954; \textit{Typographical Journal}, March 1958)
exchange of matrices). New issues, such as benefits, appeared after 1940.

The next chapter explores the beginnings of the union's grievance procedure in the days before collective bargaining, 1859-1902. During these years, an informal system of grievance resolution existed, although toward the end of the nineteenth century a more formal system emerged. With exception of one large strike in 1860, the parties worked cooperatively to preserve long-standing traditions of the trade.
CHAPTER V
INFORMAL GRIEVANCE SETTLEMENT, 1859-1902

This chapter explores the beginnings of the local union's grievance procedure. The settlement of disputes between members of the local union and employers probably commenced before the union organized individual workplaces; the first recorded grievance did not take place until 1861—almost two years after the local union's rebirth.

Until 1885 a variety of temporary union bodies handled important issues facing union members. Given the sparsity of the written record before 1900, one could argue that the parties handled many disputes in a very personal, informal way. In rare cases, deadlocks sparked job actions or lockouts. When such actions took place, they were short in duration and limited to small sections of the local industry.

In 1885, in response to the growth and bureaucratization of the International Typographical Union, the Columbus union established a permanent and integral body to resolve workplace grievances. The Executive Committee was the conduit through which the more difficult grievances passed. Its formation, although having roots in the local's Standing Committee (1871-1885), marked a watershed period in the evolution of the local's grievance procedure. If the Executive Committee failed to resolve a grievance, the outstanding issue passed to the local union for a membership vote. If the grievance still remained unresolved, a party to the dispute could forward the
case to the ITU. There were some exceptions to these steps in the process before 1900. Because this process involved only ITU members, the grievance procedure before 1902 was an appendage of the ITU's internal governance structure.

There were two exceptions to unilateral control, however: First, the initial discussion of the grievance involved the foreman who represented both the union and the employer. Second, in the smaller commercial shops, the proprietor involved himself with workplace problems. Notwithstanding these exceptions, the union unilaterally controlled the grievance process before collective bargaining appeared in 1902. Between 1885 and 1902, the grievance procedure became increasingly more formal; after 1886 it sometimes involved ITU officers. During the later part of the nineteenth century the ITU sought to control its entire jurisdiction. To get locals to comply with its policies and programs, the ITU established a permanent strike fund. Only those locals that conducted ITU-sanctioned strikes were eligible for benefits. Locals that were larger and more financially solvent could fend for themselves. In the end, however, all locals came under ITU control. Evidence of local compliance with the ITU's program is witnessed in the operation of the Columbus union's grievance procedure and in other industrial relations events.

What follows below are the rudiments and evolution of a modern grievance procedure. The path to modernity was uneven at best; by the onset of the twentieth century, however, the local's grievance procedure became more formalized. While a printer in the 1950s would recognize many features of the late nineteenth century grievance procedure, the modern printer faced a dual grievance procedure with more paths through which a dispute could pass.
The Rudiments of a Modern Grievance Procedure

Whether by ignorance or on purpose, individual members sometimes violated the union's rules by accepting wages below scale. In other cases, however, proprietors knowingly violated the scale of prices. Even though the ITU excluded employers from the wage determination process for many years, if the employer recognized the union, it had to comply with its rules. The local reported its first two wage grievances during the early months of 1861. In fact, these wage disputes also represented the union's first recorded grievances.

In the first case, the local held a special meeting to address the matter of member B. Kiem working at wages below union scale. In front of members present, Kiem promised not to work for wages below scale. Kiem delivered on his promise because the union never mentioned this case again (Minutes of special meeting of 2/2/61; Box 1, Folder 1). One month later, on March 2, 1861, union representatives visited the print shop of Harris & Hurd to discuss with Colonel Harris, part-owner, the matter of the pressroom foreman receiving $9.00 per week, which was below scale. Harris informed the union men that he was unaware the union held jurisdiction over press rooms and, therefore, control over the wages paid to his foreman. The record indicates that the parties adjusted the matter amicably and without resort to strike, lockout, or the union's declaration that the shop be placed on the "unfair list." In fact, the union and its employers resolved most grievances short of such measures.1

In July and August 1862, the union appointed a committee of three to investigate and report to it "whether a foreman of rats and women is eligible to

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1 The union's records for the 100 years under study is often inconclusive on the final outcome of many of the reported grievances. It is probably safe to assume, however, that short of a strike or lockout, the parties settled outstanding differences amicably.
membership in this union." Upon discovering the employment of women at the 
*Columbus Gazette*, the "Committee of Rats and Women" sent a letter to the 
*Gazette's* proprietor to inform him that the union would not recognize any office 
which employed women. However, at the union's regular December 6 
meeting, it rescinded a resolution passed in September proscribing the hiring 
of women in union shops. Why the union withdrew the resolution may never 
be known. The most likely explanation is that the proprietor complied with the 
union's demand and dismissed the women. However, it is also possible that 
the employer changed the women's job duties (*Minutes of meetings of 8/2, 9/6, 
and 12/6/62; Box 1, Folder 1)*.

Although there were some modifications made to the committee's 
composition, settling grievances by temporary committees of three was the 
most common approach taken by the union between 1862 and 1870.

In July 1865, after the union heard of an alleged violation of the scale of 
prices in the *Gazette* office, it assigned a committee of three to investigate the 
matter. The manner in which the union handled the case is more important 
than the outcome. The rumor of the violation most likely came from the "Father 
of the Chapel," whose role included the policing of the union's rules and 
regulations. A similar rumor circulated in late October 1870. As in the former 
case, the union instructed the Father of the Chapel to enforce the scale, while 
a committee of three investigated the matter thoroughly (*Minutes of meeting of 
8/5 & 11/5; Box 1, Folders 1 & 2*). Settling disputes with a committee of three 
was not the only means the union employed in the years before 1870.² The

² Although the standing committees handled no grievances until 1871, the 
union's December 5, 1863 minutes reveal the announcement of standing 
committees for the *Statesman, Express, Crisis, State World, Gazette, Journal*, 
and an unknown job shop.
union also conferred in special meetings to take strike votes in protest of recalcitrant employers. 3

At the end of 1862 the Columbus union had five offices under its jurisdiction. These were the Journal, the Statesman, the Crisis, Fact, Nevin's Book, and Osgood & Pearce. On Monday, January 19, 1863, the union called a special meeting "to take under consideration the action of the 'powers that be' in the Statesman office on employing three apprentices to five journeymen." A vote of 8 to 2 came out in favor of striking against the action of either the foreman or the proprietor for employing too many apprentices. The local's constitution prohibited the employment of too many apprentices. The union then printed a copy of this resolution and distributed it to all foremen on morning papers. At the union's September 12 meeting, it passed a rule which specified the ratio of 1 apprentice to every 4 journeyman (Box 1, Folder 1).4 The union did not record a grievance related to apprentices until 1871.

The union used the threat of a strike again in 1867. While the minutes are sketchy on previous attempts at adjusting difficulties at the Statesman and

3 Although the union could always conduct a strike if the employer did not uphold the terms and conditions of work, after 1902 the collective labor agreement limited such actions. Prior to 1902, the union, when appropriate, used threats of strikes and boycotts to resolve grievances.

4 The local's revised constitution of 12/2/88 specified a five-year term of apprenticeship. In addition, Section 30 established 1 apprentice for every 5 journeymen in each office, or for any fractional member under 5; 1 additional apprentice for every fractional number over 5 and less than 11; and 1 more apprentice for every number over 10 and under 16 (Box 2, Folder 1). On 12/1/89 the union reported additional changes to its apprenticeship rules. This time the union reduced the required term from 5 years to 4. To prevent additional grievances, the union clarified ambiguous language. The changed language now read; "Sunday papers, unless regularly employing more than five (5) journeymen, shall be entitled to but one apprentice; provided, however, that an apprentice has served three years on such Sunday newspaper, another apprentice may then be employed." At the union's 10/5/90 meeting, it announced yet another change in language (Box 3, folder 1).

From this example, and others, we see that the union helped to clarify issues leading to grievances by rewriting its constitution and by-laws.
Ohio State Journal, the union, at its regular meetings of September 1, and October 5, 1867, respectively, voted to give strike authorization to members of the affected chapels. At least initially, the Journal complied with the union's price list. However, in September 1869 and January 1872, the union noted that, first, the newspaper's management paid only 60% of scale or did not make payments promptly and, second, that the office failed to abide by the union's new rule of paying wages in cash. In response to the latter violation, the union voted to strike the Journal (Box 1, Folders 1 & 2).

Similar to changing constitutional language related to apprenticeship regulations, it also revised its price list. In late 1870, union member George Coffroth laid before the union a proof of matter—railroad advertisements—for which a difference existed between him and the foreman, as to the manner of a price charged for the same. Coffroth called upon the union to decide the matter. In a vote of 20 to 3, the union ruled that the compositor had to measure the matter and should not be paid by time. Mr. Butterfield moved that the local appoint a committee of five to revise the Scale of Prices to reflect this decision (Minutes of meeting of 10/1/70, Box 1, Folder 2).

In a similar dispute over the measurement of advertising matter between C. A. Boyle and the foreman of the Journal office, the chapel requested the union's expertise. The union decided, however, to pass the responsibilities on to a special committee of three to resolve the problem by that same evening. The committee decided in favor of Boyle, charging the entire four sections of the advertisement, not just two as argued by the foreman (Minutes of meeting of 11/5/70, Box 1, Folder 2).

At its June 6, 1868, meeting, the union made official a standing committee of three members. Prior to this change, each chapel had its own
committee (Box 1, Folder 1). One of the advantages of this new structure was that the union could enforce its rules and regulations uniformly throughout its jurisdiction. Under the former arrangement, where each chapel had its own committee, chapel committees could lose sight of local-wide issues while maintaining a parochial view of the workplace.

Despite being formed in 1868, the Standing Committee's first recorded involvement in grievance affairs took place in September 1871, when it investigated alleged union rules violations in the news and book rooms of the Statesman. At about the same time, the union passed a resolution granting the Standing Committee the duty to investigate the affairs in the office of Paul V. Thrale to ascertain whether it was complying with union laws in regard to the proper number of apprentices (Minutes of meeting of 10/7; Box 1, Folder 2).

The evolution toward a fixed process of grievance settlement in the Columbus union was not linear during the pre-collective bargaining days. That is, the local employed both temporary and permanent committees. In addition to the cases illustrated above, other examples help to illustrate this point. For example, in the area of measuring matter, the union settled disputes at the Ohio Teacher's Monthly (1871) and the Ohio State Journal (1884) (Minutes of meeting of 10/5 & 10/7/71, & 5/4/84; Box 1, Folders 2 & 3) by either a special committee or similar temporary committees of three. Other examples are noted for later years as well.

The formation and activities of the Standing Committee represented the second major phase in the evolution of grievance handling in Columbus before 1902. This phase lasted from 1871 until 1885, when the Executive Committee superseded the Standing Committee. The Standing Committee's duties did not differ from the temporary committees preceding it and the
Executive Committee which followed it. Yet its activities represent a separate phase in the process because it became a permanent local-wide body, with a new name conferred upon it by the local.

In January 1872, the union focused its attention on the commercial shop of Brandt & Co. In that shop, the chapel chairman informed the union that W. S. Simms, a member of Local 5, was working with journeymen holding neither working card nor working permit, violations of Section 2, Article 6, of the union's constitution. Although the Standing Committee recommended that Simms be expelled, the union postponed the case until its March 2 meeting.

During that meeting, Simms expressed his desire to continue working alongside nonunion men. Consequently, the union expelled him from the union. The union also instructed the Standing Committee to notify Brandt & Co. to discharge the nonunion men, and to report the shop's actions at the next meeting of April 6. Upon disregarding the union's request, the union declared Brant & Co. an unfair office (Box 1, Folder 2). 5

In July 1872, the union again tackled a case of union men working with nonunion men. Once more the local dispatched the Standing Committee to investigate the case. At the union's meeting of August 14, it declared no member be allowed to work for the Sunday News until the employer dismissed William Thomas, an expelled member, from his duties. The Standing Committee notified the proprietor of the union's declaration.

5 Before collective labor agreements and grievance arbitration procedures were developed, a refusal to comply with the union's regulations meant that the union no longer considered the shop a fair shop. Upon this declaration, the union would make attempts to bring the shop back into the union fold. Its Grievance (Organizing) Committee was responsible for such chores.

It is interesting that the union called its organizing body the Grievance Committee. Perhaps at this stage in the union's development its major grievances concerned organizing nonunion shops. However, the Executive Committee never changed its name to the Grievance Committee to reflect its major duties.
Unfortunately for the union, this matter was just one of several issues causing a rift between the union and Mr. Wallace, editor and proprietor of the newspaper. Wallace not only employed a rat printer, he also refused to sign the union's bill of prices; refused to accept the "so-called" present foreman as a union member; refused to discharge the acting foreman; and endeavored to have advertisements put in type in one of Columbus's job offices in order to "beat the union." Although the local empowered the Standing Committee to visit Wallace to get his compliance with union regulations, the union never recorded the case's final outcome (Box 1, Folder 2).

The Standing Committee faced its first major wage dispute in August 1873 at the Statesman. In a letter from the chapel to the union, the chapel accused the Statesman's J. F. Linton of failing to pay his employees in the proper manner. The union granted the chapel permission to strike if it desired (Box 1, Folder 2).

At a special meeting held on September 10, the Standing Committee reported on the matter. Upon paying a visit to the shop, representatives of the union found member J. B. Emerson still at work against the union's request not to work in an unfair office. The committee commented: "As the proprietor of the Statesman openly declares his determination to run his office independent of the Union, and has advertised for hands at rates below those established by this Union, we think the office of the Weekly Ohio Statesman should be published as unfair."

A change in ownership at the paper in late September moved the Standing Committee to postpone its declaration of that office as unfair. Representatives Pearce, Poland, and Zimmerman visited Messrs. Meyers and Mack. The union men learned that the new owners' view of the union had
been prejudiced by Mr. Linton. The union men could not convince Meyers and Mack that a union office was in their best interests. Instead, the owners promised the union that it would do nothing until their foreman, Levi Kelly, a former union member, went to work. At that time, they would generally be governed by him.

The Standing Committee recommended that no further action be taken "for reason that it is better to reclaim the office... by peaceable means, than by ulterior measures that redemption would be difficult, if not impossible." By the end of 1873, the company and the union had worked out a compromise: the office would be placed under the union's jurisdiction and certain members who had violated the scale of prices would be allowed to return to work. However, at the union's November meeting, it reported that it expelled Howard Turner for working in an unfair office (Minutes of meetings of 9/6, 10/4, and 11/1; special meeting 9/10; Box 1, Folder 2).

Trouble at the Statesman continued during the latter part of 1876. To investigate alleged violations of nine members working at wages below scale, the union appointed a Secret Committee of Five to persuade these men to either work at scale or leave the employ of the newspaper. In need of work and wages in a depressed economy, the men disregarded the union's request. As a result the union instructed the recording secretary to publish and circulate the names of the nine unfair printers (Minutes of special meeting of 9/8 and meeting of 11/4; Box 1, Folder 3).

The union also used the boycott to adjust difficult grievances.6 On January 18, 1879, it held a special meeting to declare the Columbus Daily

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6 The local employed boycotts as means to bring a shop under its jurisdiction. As they pertained to grievance adjustment, the union rarely used them after 1900.
Democrat an unfair office for employing imported labor, "unworthy of association," at reduced rates. According to the union, these actions were "repugnant to the feelings of all workingmen, irrespective of (political) party."

The union also vowed to use every means to defeat the Democrat. In addition, it pledged itself and all workingmen of the city from such paper and all patronage from merchants who advertise in it, as long as it is conducted on an unfair basis. The union, at its regular September meeting also expelled Harry Miner and A. A. Braddock for "willful violation of the Scale of Prices, and rules of this Union." (Minutes of meetings of 1/4 & 9/7; Box 1, Folder 3).

Early in 1881, the composition of the Standing Committee changed from three to two members (Minutes of meeting of 1/1; Box 1, Folder 3). And on May 3, 1885, the union's new Executive Committee, whose duties replaced those of the Standing Committee's, filed its first report to the union. Its first task was to notify the Herald office that they had to employ a foreman to direct the work. According to union rules, the foreman had to be a union member (Minutes of meeting of 5/3; Box 1, Folder 3).

A Body of Permanency: the Local Executive Committee

The union's revised constitution, effective December 2, 1888, discussed the duties of the Executive Committee. It noted that should a violation of the

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7 In 1890, the union made yet another local constitutional change. This change required that at least two members of the 5-member committee must come from the commercial sector. During this time, the industry broke off into two specialized branches.

The constitution also spelled out the chapel chairman's duties. Article 2 specified that this union officer, elected annually, was in charge of adjusting disputes between employers and journeymen; responsible for enforcing ITU and local laws; and responsible for collecting dues and other monies directed toward the local's coffers. In addition, this section also provided that the chairman's decision was binding until reversed by the local union (Minutes of meeting of 2/2; Box 2, Folder 1).
Scale of Prices or any portion of the Constitution be evaded, employees had to communicate the facts of the case to the Executive Committee, which might determine judgment in the matter, subject to an appeal to the local union. In the event of such an appeal, the local president called a special meeting to determine the merits of the case. Only after two-thirds of those voting at the union meeting voted in favor of a strike could one be called. Moreover, during the time from the onset of the original dispute and final actions of the officers and members of the local union, "the business of the office in which such dispute arises shall in no wise be clogged or retarded, but proceed as though no such difference had arisen" (Minutes of meeting of 12/2; Box 2, Folder 1).

Before reporting his case to the Executive Committee, the grievant involved the chapel chairman in the matter. If the chairman failed to resolve

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8 On January 2, 1910, the local revised its constitution, by-laws, and rules of order. Section 11, By-Laws, spelled out the duties of the Executive Committee in great detail. It stated "The Executive Committee shall meet at least once a month, and, during the recess of the Union, shall decide all questions in dispute between employers and employes (sic), and take such steps as it may deem necessary (except ordering strikes) in all matters involving the interest of the craft and the good and welfare of the Union." It also required the Executive Committee to enforce the ITU's Constitution and General Laws, and the rules of the local. Moreover, "it shall also decide on all matters referred to it by a vote of the Union and its decisions shall in all cases be binding upon the members of this Union until reversed by a majority of the members present at any regular meeting." The change also required the committee to make sure that all shops had a chapel organization, and to hold a meeting and decide upon "any matter referred to it by any member of a Chapel in good standing within forty-eight hours after an appeal in writing is presented to it. It should be the duty of the Executive Committee to report its action in all cases to this union for approval or rejection."

This revision had a similar clause limiting strike activity. Instead of requiring a two-thirds vote to sanction a strike, this revision now required a three-fourths vote, making it more difficult for job actions to occur. Whether this change was made at the request of employers or the ITU cannot be ascertained by the local's records.

Finally, the committee managed all strikes and strike monies expended in relief (adopted on 1/2/10; Box 4, Folder 2).

9 The 1910 revisions stated the duties of the Chapel Chairman (Section 24). In addition to reporting all matters in dispute between employers and journeymen (or between members of the union) to the Executive Committee, rendering binding decisions until reversed by the Executive Committee, the
the problem, the grievant could then appeal the case to the Executive Committee. The union placed in writing only those disputes that fell under the jurisdiction of the various temporary and permanent committees.

At about the same time that the two-member Executive Committee began functioning, the Columbus union, in addition to other ITU locals, became involved in a battle with newspaper employers over the use of plates, matrices, or reproduction rules in general. In Loft's (1944) opinion, "(i)n the field of newspaper composition, perhaps the greatest outcry of the publishers, exceeding the protests raised over the union discipline of foremen or the priority law, was stimulated by the general I.T.U. shop rule requiring reproduction of purchased or borrowed matter" (p. 124). Employers used borrowed matter, plates, and the exchange of matrices, as labor saving devices. Although the ITU outlawed various forms of matter exchange in 1872, the first Columbus case took place in 1886.  

chairman also verified traveling cards, collected dues and assessments, and filed monthly chapel reports with the Executive Committee (revised 1/2/10; Box 4, Folder 2).

10 In the years after 1910, the union added a step to the process. If the chapel chairman's decision in the matter was not satisfactory to either party, they could appeal to the chapel for a vote of the membership. It is difficult to determine whether or not this step was always part of the process, however.

11 The ITU opposed the transfer of stereotypes made from paper mache molds and the exchange of these molds themselves. Stereotype mold came into vogue in the larger cities after the Civil War. The additional work that these molds created for urban printers came at the expense of the rural printers. Consequently, the union divided ranks on this issue. In 1887, the ITU passed a rule relegating plates and plate supplement matter to locals with power to act. When linotypes gained a foothold in newspaper shops after 1890, this problem faded (Barnett, 1909; Fagan, 1930; Jackson, 1984).

The exchange of paper mache matrices used for molds in making stereotypes, were easy to duplicate and passed around to local newspapers. Newspapers used them especially for advertisements. It was not uncommon for a few papers to carry similar ads. Unlike the mixed reaction to plate matter, the ITU strongly opposed the exchange of matrices—borrowed matter (Barnett, 1909).

In 1902, the ITU passed its "reproduction" rule which allowed the use of matrices only if printers in each office reproduced the matrix. The ITU
At its regular meeting of May 3, 1885, the local passed a resolution prohibiting the use of plate matter in any newspaper, weekly or daily. The union instructed the Executive Committee to notify newspaper employers to discontinue the practice of using plates in offices under its jurisdiction. As discussed above, reproduction was not just a local concern but also involved the ITU. The local empowered J. F. Grimsley, Local 5's delegate to the 1886 ITU Convention, to express the local's views on the subject (Box 1, Folder 3).

On August 27, 1885, the local held a special meeting to respond to a letter sent by W. J. Elliott, proprietor of the Sunday Capital, asking the privilege of using plates until he could get a regular telegraph report, the same as other newspapers. At first the union agreed to grant him such privilege but not until it revised its price list. Two days later, however, in another special union conference, the members decided to rescind their decision to make allowances to Elliott because a change in the Scale of Prices was tantamount to an amendment to the union's Constitution. In order to make such a change, the union had to follow the appropriate steps, which had not yet been taken. Elliott complied with the union's change of heart (Box 1, Folder 3).

In the summer of 1886, the Columbus union still contended with the use of plates, this time in the offices of the Columbus Daily Times. This series of confrontations lasted a few months and was not only important to the union's ability to control the process of work, but it was also important to the understanding of the evolution of the grievance process. For the first time, the ITU Executive Council became involved. Moreover, the steps followed by the local required that all locals include this clause in local contracts. The local had discretion over "foreign" matrices, or those originating outside the city. While employers considered reproduction "make-work," they did not resist the union too greatly because there was ample slack time to reproduce matrices, and because the union's rule artificially raised advertising rates (Loft, 1944; Jackson, 1984; Slichter, 1941).
local to resolve this grievance would become commonplace by the early years of the new century.

The Executive Committee reported on the use of plates in Columbus at the union's June 6 meeting. It discovered that between 1884 and 1886, the Daily Times, on two occasions, reduced the size of its newspaper from 9 columns to 8 and then to 7. Upon each reduction in size, management laid off a number of compositors. More problematic for the rest of the paper's union members was the fact that upon the last reduction to 7 columns, the paper issued a supplement, made from plates, to accompany the daily edition. The plates, composed wholly of news and miscellaneous matter, were made up in a pressroom in the building's basement. Advertising matter also encroached upon reading matter, which made less work for compositors.

The chapel and management reached a compromise which permitted a few columns of matter to be transferred to the supplement sheet, while enabling compositors to remain at full force. The chapel granted a subsequent management action to increase the amount of plates. But at the union's regular May meeting, a membership vote of 22 to 20 rescinded the chapel's last grant. The union ruled that the Daily Times had overstepped the bounds of the proper amount of matter to be transferred, while the chapel had exceeded its powers in granting the paper that privilege without the union's authority.

A union member offered a resolution that the Times be allowed to transfer 4 or more columns of advertisements to the plate supplement. After much discussion, the union ruled that such action violated both the Scale of Prices and the Constitution. Instead it recommended an Executive Committee investigation, with a report to be sent to the ITU Executive Council.
On July 18, the local called a special meeting for the purposes of reading a letter written by the ITU Executive Council regarding this matter. The letter offered the following opinions:

1. The ITU will allow the transfer of advertisements and news matter to the supplement. It is understood, however, that such matter must be composed at prevailing prices.

2. The ITU has no objection to plate form being used in newsrooms.

3. The ITU believes that because the plate system would not be surrendered by proprietors wholly, and in order to offer steady employment to union men at the Times office, the ITU "respectfully ask(s) that the transfer of matter ('set-up' in the newsroom of that office) to the present plate supplement be allowed to the greatest extent."

The union then referred the entire matter to the Times Chapel for adjustment as they saw fit, in the best interests of the chapel and its membership (Minutes of meetings of 6/6 & 7/18; Box 1, Folder 3). From the detailed description of this case in the union's minutes, a process of settlement can be discerned. A member of the chapel registered a grievance with the local union. Second, the union called on the services of the Executive Committee to investigate the matter and to prepare a report. Third, the local sent the committee's report to the ITU for recommendation. Fourth, the ITU's recommendation called for the local to remand the case back to the chapel for action.

In December of 1887, the union and newspaper proprietors again wrestled over the proper use of plate matter. The local proposed to the proprietors that they prohibit the use of reading plate matter, except in supplements separate from the newspapers, provided, however, that such matter be used only when measured by the compositor. Proprietors
representing the Ohio State Journal, the Times, the Columbus Dispatch, and the Central Press Association responded in the negative: "We shall positively insist upon our right to use plate matter as we are doing."

At a special union meeting held on December 11, the union resolved to rescind the restriction of plates, provided there be no reductions in force. The union shared this resolution with the proprietors of the city's newspapers (Meetings of minutes of 12/ & 12/11; Box 1, Folder 3).

About four years later, in the spring of 1891, the union fought again with a local newspaper over the use of plate matter. This grievance was important to the evolution of the process of dispute resolution not only because it once more involved the opinion of ITU officers, but also because it specified what the proper appeals procedure ought to be.

The Dispatch Chapel reported to the union of the paper's intention to use plates and to discharge six men. As a result of this report the union resolved, by a vote of 39 to 6, "that on and after May 1, 1891, all plate reading matter shall be considered and held to belong to the compositor on all papers where work is done by the piece..."

At the union's May 3 meeting, member Myers offered a resolution in regard to the use of plates. He contended that because the use of plates has never been incorporated into the Scale of Prices, that their use without measurement be discontinued on or after June 10, 1891. He also offered an amendment to the Scale of Prices "that stereotype plates, Electro-type plates, whether reading matter or advertisements, shall be measured and paid for as original matter... " The union tabled his resolution.

At the same meeting, a local officer read to the membership ITU President Plank's decision on the Dispatch Chapel's appeal. Plank's letter was
not all that clear to the membership as they were not sure whether appeal should be directed to the Executive Board (ITU Executive Council ?) or ITU directly. On June 7, another letter from Plank cleared up any uncertainty: an appeal from his decision would first go to the Executive Board.

While Plank wrote his opinion, trouble at the Dispatch continued. A dispute erupted on May 22, 1891, over an advertisement which the ad man prepared to buy in plate form, but to which the chapel chairman objected. The ad man (or foreman) filed an appeal from the chairman's decision to the Executive Committee, which sustained the chairman. The case was then appealed to the local union, which also sustained the chairman's actions and offered the following resolution:

All plate matter, of a local nature, all base ball scores and society matters and all plate articles to which original headings are set or additional matter is made belongs to the compositor, and compositors are forbidden from the purchase of plates of any kind (Minutes of meeting of 6/7; Box 2, Folder 1).

The process of settlement differed somewhat in this 1891 dispute compared to the 1886 dispute at the Times. In the former case, the outstanding grievance issue proceeded as follows: from the chapel to the union; from the union to the local Executive Committee; from the Executive Committee to the ITU and; finally, back to the chapel for action. In the 1891 Dispatch dispute, the ad man or foreman appealed the chairman's decision to the Executive Committee, and from there, the grievant appealed the case to the local union.

One explanation as to why in the 1886 case the union heard the case before the Executive Committee comes from the 1888 constitutional amendment which provided that, first, chapel members had to report violations to the Executive Committee and, second, cases could then be appealed to the union. Another explanation has to do with the role of custom and tradition. For
example, before the union centralized the functions of the Executive Committee, each chapel may have handled grievance in a different way. Both plausible explanations.

Once more the actions of Dispatch management caused a grievance over the use of plate matter on or about August 9, 1891. The Executive Committee called a meeting to act on a chapel appeal in regard to the alleged illegal transfer of telegraph matter without compensation to the compositors. Executive Committee member Bergin called for vindication of the newspaper's actions because other local papers had the same advertisements appearing in their papers which also went unmeasured. Thereafter, Bergin claimed, the compositor had to measure all transfer matter, plate or type (Box 2, Folder 1).

The union showed a degree of flexibility over an issue that was far from being resolved in 1891. Such flexibility persisted throughout the twentieth century. The local made at least five amendments to the Scale of Prices in regard to plates and transfer matter between 1895 and 1901. And even with such changes, the issue did not die in later years (Minutes of meetings of 9/1/95, 5/7/99, 12/3/99, Box 2, Folder 1; 1/7/00, & 4/7/01, Box 3, Folder 1).

12 The union showed flexibility and a concern for special conditions affecting employers and did, from time to time, bend its rules to accommodate the proprietor. For example, in late May, 1895, the union appointed a special committee to investigate the measurement of advertising matter at the Press-Post. The general manager of the newspaper had written a letter to the union on June 1 asking the union to relax its adherence to the Scale of Prices while the new management of the newspaper contended with increased operating expenses, especially in the composing room. The manager argued: "To be compelled to pay composition on such advertisements, would necessarily place us at a disadvantage. The Dispatch, our strongest competitors, employs a less number of men, all of them by the week, and pays less money for composition than does the Press-Post." Since the new management took control of the paper, composition bills doubled. The general manager added: "Whatever your decision may be in the case, it will not alter the friendly relations of this office towards the Union," signed Mr. G. P. Stephens, honorary member of the ITU. The union obliged Mr. Stephens of his request.
Introduction of the Linotype in Columbus:

Local studies of the Toronto Typographical Union No. 91 (Zerker, 1982) and Chicago's No. 16 (Fagan, 1930) show that the process of implementing the linotypes and other machines caused some disturbances on the shop floor, related to method of payment and work intensity. Unionized printers feared the new technology, and believed it to cause unemployment and the degradation of the trade. Yet printers' fears were never realized. While the machinery temporarily displaced some printers, the boom in demand and increases in productivity mitigated the negative consequences of technological change (see Barnett, 1909). Nonetheless, strikes took place as the ITU fought employers to establish jurisdictional rights over the new machines. No such conflict emerged in Columbus. Its cooperative labor relations helped make the transition smooth and harmonious.

In the last few months of 1894, Columbus newspaper proprietors began making investments in mechanical typesetting machines. The Columbus local did not oppose the introduction of the linotypes but had the good fortune of being able to use the expertise of the ITU to help ease the transition from the era of hand composition to the machine age in composing rooms. The ITU had worked with locals in other cities as early as 1890 (Kelber & Schlesinger, 1967). While the local union and newspaper publishers experienced no major conflicts, minor problems did arise. These problems focused on the construction of a new machine scale.

For example, the Executive Committee, during October 1894, conferred with proprietors of the Journal and Dispatch to discuss matters pertaining to a new machine scale. Similar to past scales of prices, the union unilaterally
created the scale, although it consulted with employers prior to the scale's implementation. In fact, before any new scale became operative, the union gave employers a few weeks' notice. At its January 6, 1895 meeting, the union passed the first machine scale by a vote of 33 to 2 (Minutes of meetings of 11/4 & 12/4/95 & 1/6/96; Box 2, Folder 1).

At first the newspaper employers refused to sign the new scale. Another union vote in February passed a revised scale by a vote of 33 to 4, although the union's records show that in April, the union granted the Executive Committee more time to construct a new machine scale13 (Minutes of meeting of 2/3/ and 4/7; Box 2, Folder 1).

In late March, early April, the union ordered the Executive Committee to investigate the Dispatch office in regard to the number of expert machine operators. The committee reported the facts of the case as it could best discern. Two men with previous linotype experience worked in the office at the time the management introduced the new machines, yet the parties were unsure if they were experts. Unable to ascertain their true statuses, the Executive Committee referred the case to ITU President Prescott for resolution. Prescott's decision, according to the local, would settle the dispute, as the machine operators agreed to obey union laws, while management could have "no valid excuse for

13 At the union's regular meeting of 8/4/95, a special committee constructed the Book Machine Scale. Both machine scales called for time-based pay. This had a bigger impact in the newspaper offices, where compositors had been paid by the piece. Ten hours constituted a day's work in the commercial branch, while newspaper printers worked 8 hours, and for higher pay. The machine's introduction did not alter the latter issue. That difference reflected industry economics. In both branches printers labored 6 days each week. There were other differences that are not relevant to the issues covered in this study.
not doing the same.\textsuperscript{14} (Minutes of meeting of 5/5; Box 2, Folder 1). The union made no further mention of this matter until December, 1895.

In that month, the Executive Committee formulated a definition of a machine expert. It found ITU laws very clear on this issue: Offices employing typesetting machines could use only one expert (the Dispatch hired two experts during the spring of 1895), and if that expert resigned or in any way severed his connection to that office, union laws entitled the office to another. The Executive Committee also recommended the following revision to the newspaper machine scale: that "a fair average for machine operators shall be 18,000 ems per day of 8 hours at the end of 30 days trial and 24,000 ems at the end of 60 days trial." The union tabled this proposal for one month. While the record does not indicate a resolution on this specific matter, the union revised the machine scale a number of times throughout 1896, including striking out the term compositor in favor of operator (Minutes of meetings of 12/6/95, 5/3, 8/2, & 9/6/96; Box 2, Folder 1).

In August 1896, the union amended its constitution for the purpose of making the chapel chairmen more vigilant in policing the new Newspaper Machine Scale. Section 22 now read: "The chairman in offices working under this scale (not all offices introduced machines and were still working by the piece-rate scale) shall report the violation of any of its provisions to this union,\textsuperscript{15} and the failure to do so shall make said chairman liable to fine, to be

\textsuperscript{14} The steps taken by the union in this case differed from the cases after the 1888 change in the constitution: The Executive Committee became involved in investigating the matter only after the union ordered it to do so. It is likely that this was only a temporary reversion in response to a major change taking place in the industry which had local-wide (and even national) implications.

\textsuperscript{15} It is not clear whether or not the word "union" refers to Local 5 or to the Executive Committee, also a union body.
imposed at the discretion of the union" (Minutes of meeting of 8/2; Box 2, Folder 1). If the chairman before had played a passive role in the grievance process, the possibility of a union-imposed fine spurred him to be more active and vigilant in upholding the union's policies.\(^\text{16}\)

Because of the lack of experience of both newspaper management and union officials regarding work rules governing typesetting machines, the local called on the ITU to offer its opinion on a few occasions. ITU officers also participated in grievance settlement related to other contentious issues, especially in the twentieth century.

**The Encroachment of the ITU in Local Affairs:**

In August 1898, the Executive Committee was summoned by the chairman of Hann & Adair to investigate the office's new "cooperative proposition," recently submitted to its employees and effective August 1, 1898. At its core, the proposal resembled a profit-sharing plan, whereby employees and foremen accepted wages below scale with the hope of sharing with the company any future profits (Minutes of meeting of 9/4; Box 2, Folder 1).

Whether or not Hann & Adair's employees would make more money than the regular scale of prices was irrelevant to the union as a whole, which considered the plan a violation of the Scale of Prices. After the union's representatives unsuccessfully resolved the matter with J. H. Hann, proprietor, a lockout ensued. In response the union to declared the shop unfair (Minutes of special meeting of 9/7; Box 2, Folder 1).

\(^{16}\) No specific case emerged as the cause of this change. In the years prior to the introduction of machines chairman were responsible for upholding the union's rules. Since the origins of the Father of the Chapel, this position had vested in it tremendous responsibilities.
At the union's second special meeting held on September 11 to discuss this problem, it announced that Mr. Voilis, an ITU organizer, would visit the office of Hann & Adair to endorse its actions. At the same time, the union declared to no member could work for any office handling work for Hann & Adair. Those men locked out by the company began receiving strike benefits from the ITU, until the end of the year when, at that time, the ITU refused to extend any more benefits (Minutes of meetings of 9/11 & 12/6; Box 2, Folder 1).

The fact that the company was happy with its nonunion employees and its profit-sharing plan may have indicated to the ITU that the extension of benefits was not a wise investment. Perhaps more crucial to the ITU's decision was the concurrent movement for a universal 9-hour day in the commercial branches across the country. Achieving the 9-hour day consumed much of the ITU's time and scarce resources. Consequently, the ITU elected to channel its scarce resources away from the Hann & Adair office; this minor skirmish in Columbus would have to be resolved at the local level.

In a relatively unique situation, W. D. Brickell, general manager and proprietor of the Dispatch, wrote a letter to the officers of the local union to protest the union's alleged failure to abide by its own rules. Brickell demanded that the union furnish the newspaper with an acceptable proofreader for Saturday night work. The union informed Brickell that it did not furnish such workers, and that the office was privileged to employ whomever was competent to do the work so long as that employee was a member of the union.

Brickell also felt aggrieved because he neither wanted to pay this proofreader the going rate for printers ($3.00) nor did he want his machinist to work only six days per week. He objected to putting on one of his machines a
"green man," but indicated he would employ a linotype operator on the seventh day. The inequitable situation in which Brickell perceived himself to be was caused by similar conditions operating in other newspaper offices: The *Journal* and the *Press-Post* were running two of their machines two days each week without the aid of a machinist.

Unable to resolve this matter at the local level, the union sent a letter to the ITU requesting assistance. ITU Secretary J. W. Bramwood's response was read to the membership at the local's meeting on May 6, 1900. Bramwood's opinion on this matter was based on his interpretation of the appropriate section of the ITU's General Laws. He argued that there was nothing in the laws to prevent an operator from subbing for a machine tender, so long as the substitute was competent to do so. The fact that the operator in question had never served an apprentice as a machine tender did not disqualify him from doing machine work so long as the office was satisfied with his work.

Although Bramwood sided with Brickell on this matter, he was less flexible on the issue of selecting substitutes. According to him, Section 131, p. 64, General Laws provided that only union members could select substitutes, the newspaper's management had no right to do so. However, the foreman could object to the journeyman's selection on grounds of incompetency. Moreover, on the matter of the appropriate pay for proofreaders, Bramwood was equally rigid: The local should not make a difference in its scale for practical printers and non-printer proofreaders, all members should be paid the wage of $3.00 (Box 3, Folder 1).

In a similar dispute, ITU officers assisted the local in helping to settle a jurisdiction dispute over machine tending. Although the details of the case are not explicit, problems at the *Express* necessitated the local to call on the ITU for
advice in early 1901. ITU President James Lynch's letter to the local was read at the union's regular meeting of March 3. Again the basis of the ITU's argument rested on complying with the General Laws regarding machine tenders. Lynch contended that an office cannot be considered a union office if any person except a member of the ITU is allowed to care for typesetting machines (Box 3, Folder 1).

These were some of the cases that involved the officers of the ITU in Columbus affairs. Up until this point, however, involvement was not extensive. After collective bargaining was established in Columbus in 1902 in newspapers and in 1903 in commercial shops, ITU participation in grievance cases expanded. However, factors that contributed greatly to this change included the rise of collective bargaining in the late 19th century in the larger cities, and the creation of the International Arbitration Agreements in the newspaper branch in 1901. The roots and experience with this agreement are discussed in the next chapter, although it should be noted that events taking place elsewhere were responsible for the agreement which affected the Columbus union.

From the union's rebirth in 1859 through 1902, before collective bargaining in the printing trades became a permanent institution, there was not a single method of grievance adjustment. Although the process, for the most part, remained internal to the union, the years before 1885 revealed a variety of mechanisms designed to address workplace disputes. For example, prior to 1885 there existed, either on an ad hoc or temporary basis, local committees that met with employers, usually informally, to settle problems. With the formation of the local-wide Standing Committee in
1871, the grievance procedure's structure solidified. This committee gave way to the Executive Committee in 1885. The Executive Committee was an integral body in the grievance procedure throughout the nineteenth and twentieth centuries. Although there were exceptions during the late nineteenth century, any dispute appealed to the local union had to first pass through the Executive Committee. Yet even after its formation, in these early days of grievance handling union members were still not always clear on the jurisdiction of the many committees created by the local. As the turn of the new century approached, the many committees that were set up by the local either on a temporary or permanent basis were still not always clear on their respective duties.

For example, at the regular meeting of October 1, 1899, a debate took place between members of the Discipline Committee and the Executive Committee over each other's proper jurisdiction. The local union decided that the Discipline Committee (previously called the Grievance Committee) would be in charge of organizing nonunion shops, while the Executive Committee would handle, among other duties, grievance cases. There was also an Arbitration Committee, comprised of two members, that handled issues affecting changes in the Scale of Prices and any problems related to employer disagreement or non-acceptance of such scale. This committee, however, did not address workplace grievances (Minutes of meetings of 8/4/73 & 10/1/99; Box 1, Folder 2 & Box 2, Folder 1).

Before 1902 the local handled most grievance matters without the assistance of the ITU, although the local's autonomy began to erode after 1890. Thereafter, the Columbus and other subordinate unions sought guidance from the ITU. The fight against Hann & Adair's profit-sharing plan,
the disputes over machine jurisdiction, and others represented this change in
the grievance process that, although first appeared in 1886, became more
common during the early 1890s. As will be shown later, the ITU's involvement
in grievance handling, concerned first with its General Laws and later written
labor contracts, created a common law of the workplace by which all locals,
large and small alike, would abide. In Columbus, this manifested itself in
written appeals to the ITU Executive Committee, the first one being in 1904.

After 1900 the ITU became a permanent part of the grievance
procedure, although its involvement in local affairs was not always welcomed
by historically independent unionists. For example, in April 1901, a letter from
ITU President Lynch was read to the membership of Local 5. The letter
concerned the proposed international arbitration plan between the ITU (and its
locals) and the ANPA (and its members). In answer to the question,

    Shall the proposed arbitration agreement between the American
    Newspaper Publishers' Association and the International
    Typographical Union be approved and shall the Executive
    Council (ITU) be given power to further amend the plan, when
    such action shall be necessary, and the proposed changes shall
    not in any manner impair the spirit or general trend of the
    agreement? (Minutes of meeting of 4/7; Box 3, Folder 1).

The union sent back a strong "NO" vote to the ITU.

Despite the involvement of the ITU in grievance processing after 1890,
the local had control over the process up to the point that the local or an
aggrieved member or employer solicited the ITU. Moreover, even though
national officers could play a more visible role in the process, local officers and
representatives settled the majority of grievances. The significance of the ITU's
involvement lay in its potential to participate in otherwise local affairs of the
trade.
In the next phase of the process, many of the same grievance topics remained. These included conflicts over wages and reproduction of matrices; some subjects, such as the measurement of matter (vestigial after the introduction of typesetting machines) would never be heard from again. And while discharge and priority cases were virtually non-existent during the first phase (only three formal discharge cases were reported between 1890 & 1902), they would become much more prominent in subsequent years. It was in the latter two areas that ITU officers entered the grievance process with great frequency. While employers and union officers often did not welcome its role in the settlement of such cases, individual members found the ITU Executive Council invaluable to preserving their job rights.

By the turn of the new century the ITU developed a formal internal appeals system of dispute resolution, which was part of a more general movement within the ITU of establishing laws governing the terms and conditions of work. These laws were determined by the union unilaterally and were non-negotiable, even after formal collective bargaining became standard

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17 In the first case, between Foreman Hayes of the Journal and member Clarke, the Executive Committee ruled that because Clarke was not discharged because of union principals, the committee could do nothing in the matter, as the case had become a question of veracity between the two men (Minutes of meeting of 8/3/90; Box 2, Folder 1).

In 1894, two members appealed their discharges to the Executive Committee as they took exception to the reasons given to them by the foreman of the Press-Post. Also in this case the discharges were upheld (Minutes of meeting of 9/2/94; Box 2, Folder 1).

In the third case, however, the Executive Committee ordered Mr. Pierman reinstated to his position at the Dispatch as the indefinite layoff violated ITU General Laws. This case involved the shifting of Pierman by the foreman to a job he was not qualified to do and discharging him for incompetency (Minutes of meeting of 7/6/02; Box 3, Folder 1).

Explaining why only a few discharge cases, all in newspaper offices, took place is difficult, if not impossible to do. The best explanation comes from the passage of the ITU's priority law specifying acceptable grounds for discharge. This law was passed in 1890, the year in which the first discharge case was recorded in the union's minutes. Perhaps this is just an erroneous correlation, nonetheless it is the best evidence available.
industrial relations practice. These laws were not without controversy, however. Conflicts between members of the ITU, and between the ITU and its locals and employers and their associations lasted through the twentieth century. Some of the most important controversies are discussed in subsequent chapters.

The next chapter continues to trace the evolution of the local's grievance process while paying closer attention to the events taking place at the level of the ITU. Specifically, it discusses the history of the International Arbitration Agreements in the newspaper industry and its legacy; the affects and reactions of the Columbus local to the pact; the continuing struggle by the ITU to win shorter hours in the commercial branch (and Local 5's involvement in the movement); and, finally, it examines contract language related to grievance steps.
CHAPTER VI

INTERNATIONAL ARBITRATION AGREEMENTS AND OTHER INDUSTRIAL REALTIONS MATTERS

This chapter discusses important industrial relations and union-related events beginning with the establishment of the joint International Typographical Union (ITU) and the American Newspaper Publishers' Association (ANPA) International Arbitration Agreement in 1901. The history of this pact is reviewed, including the multiple reasons for its eventual demise. How the agreement and its legacy affected the Columbus is also explored. This discussion provides a fitting context for the analysis of grievances after 1902.

One fascinating conclusion emerges from the study of the international arbitration contracts: ITU political infighting marred its entire history (and legacy). Because the international agreements impinged upon the Columbus union's autonomy, the local did not welcome the new pact. Instead, it preferred to negotiate local agreements with employers in order to retain control over the process. The Columbus union and its employers preferred to continue along the path of problem-solving and conciliation, rather than the arms-length, formal arbitration procedures. However, because Columbus was a small union, it came to rely more and more on collective bargaining support from the ITU. As a trade-off, it supported incumbent ITU officers and their arbitration programs.

While labor and management established cordial relations in the national newspaper sector, along with reduced hours made possible by mechanical typesetting machines, a series of battles for shorter work days and weeks between 1903 and 1923 engulfed the national commercial branch. While the...
Columbus local avoided intense labor conflict over these issues, it was not immune from the internal union debates surrounding this issue. The local contributed financial assistance to the ITU's national battle, and also found itself caught up in small skirmishes locally.

Moreover, the local union interacted with employers belonging to the Columbus Typothetae and other commercial employer associations intent on minimizing the union's influence in their shops. Because Columbus employers were not a close-knit group, employer resistance in Columbus was not as strong as in other cities.

The struggle for the 48-hour week in 1906 and the 44-hour week in 1921 affected Local 5, but not wholly so. By chance or through great foresight, it had signed contract with employers that specified shorter hours in the latter years of various contracts, thus preempting much of the potential conflict. Although there were some strikes in Columbus, the union (and most employers) preferred to address these issues short of job actions. Where strikes did occur, they were often the outcome of the antiunion United Typothetae. Its philosophies toward unions and workplace control did, for a short time, permeate the local scene. In the end, peaceful, cooperative relations prevailed at the local level. At the national level, however, the United Typothetae's influence waned during the latter part of the 1920s. However, the UTA's meddling in Columbus caused some permanent damage to the long-standing relations between the local and some of its employers: in 1906 the local expelled master printers from the union.

The struggle for shorter hours, like the events surrounding the international arbitration agreements, polarized the ITU. Consequently, it was virtually impossible for Local 5 to remain immune from these battles. However, it attempted to do what was best for the trade; often this meant supporting the
incumbent party. Under ideal conditions, Local 5 would have preferred to operate autonomously. But given the growth of the ITU, the ANPA, and the Typothetae, it was impossible for it to do so.

Finally, by examining local contractual language related to dispute settlement, it is shown how the ITU's relations with employers affected local relationships. For example, the origins of some of these contractual clauses can be found in the larger printing centers. In most cases, adequate explanations for the changes in contractual language and/or procedures can be found. (Language related to discharges are discussed in the next chapter.)

The arbitration agreements, the struggle for shorter hours in the commercial branch, and local contract language related to dispute resolution all affected the Columbus union's grievance procedure, although not in the expected way. For example, while arbitration language, strikes related to shorter hours, and grievance contractual language originated outside of Columbus, all had the potential to alter permanently the long-standing cooperative relations. For the most part, the local parties successfully shielded themselves from these intrusions, but could not completely do so. The actual operation of the grievance procedure deviated from what the parties codified into written agreements. As a result, important national events met a formidable challenge from local tradition.

The International Arbitration Agreements in Newspapers

Between 1901 and 1922, the ITU and the ANPA entered into a series of five international arbitration agreements that sought to reduce the potential for disruptive strikes. There had been labor disturbances in the two years before 1900 that signaled a need for the parties to devise a better way to deal with
important labor issues. The introduction of the linotype and uncertainty of its
effects upon printers' jobs caused these disturbances.

Weiss (1923, p. 16) describes the situation that followed the installation of
the linotype in some cities:

Following the installation of the linotype, there was a short period of
merciless competition between contiguous newspapers. Each
publisher strove, by incorporating in his paper new features and
special departments, to win not only the advertising and circulation
from his rivals but their most efficient printers. And when
negotiating a new contract with a subordinate union, he would not
infrequently insist on a more favorable agreement than had been
granted to his competitors. Obviously this precipitated many
disputes between unions and proprietors, often resulting in strikes
and lockouts.

It was not long, however, before progressive publishers
realized that if their business was to prosper they had to have some
sort of safeguard against strikes, boycotts, and other interference
with publication... Consequently it was in the interest of both
publisher and employee to effect some sort of an agreement which
would guarantee the proprietor against strikes and boycotts on the
one hand and protect printers against lockouts and sudden
reductions in pay on the other.

From Chicago emerged another advance in printing industry industrial
relations.¹ At the ANPA's 1899 convention, Alexander A. McCormick, manager
of the Chicago Record-Herald and Evening Post, suggested that an arbitration
agreement for the settlement of disputes be entered into between the ANPA and

¹ In addition to giving birth to the Chicago Newspapers Publishers' Association
in 1886, the city of Chicago was the home of one of the earliest illustrations of
interest arbitration in the printing trades. In 1875, Chicago Typographical
Union No. 16 approved the principle of interest arbitration during its
negotiations over the most appropriate reduction in wages. Two members
representing the local, two members representing the publisher, and one
neutral member met on July 7. Although the local had initiated the idea of
arbitration in 1875, by 1876 conditions had worsened and the publishers sought
another wage reduction. This time, however, the union opposed arbitration. In
general, though, it was not until 1883, when conditions favored the union that
Chicago's publishers favored wage arbitration. Although the first formal
written agreement was negotiated in Chicago's newspaper industry in 1885
between the Chicago Telegram and Local 16, the first agreement signed by the
Chicago Daily Newspaper Publishers' Association was signed in 1887, the year
the ANPA was born (Fagan, 1930).
the ITU. Although McCormick's idea for an international agreement came from the thirteen years of experience with such a method of dispute resolution in Chicago, the first successful attempt at creating such an agreement came from publisher Frederick Driscoll of St. Paul, Minnesota.

In August 1900, the ITU invited Driscoll, the ANPA's first commissioner of its special standing committee, to address its Milwaukee convention. Among the issues Driscoll presented to the ITU delegates was the creation of a joint arbitration committee, which would adjust disputes between ANPA members and local unions that could not otherwise be settled. In addition, Driscoll made clear which ITU policies the ANPA felt most objectionable: that proof readers and linotype machinists and foremen be union members; the ITU's non-enforcement of labor contracts; the long-standing practice of union-determined wage scales; and the enactment of ITU laws without management input.

In March 1901, an ITU referendum vote supported the new agreement with 9,014 out of approximately 17,000 members in favor of the pact. The agreement went into effect on May 1, 1901.\(^2\) The Columbus local voted against it.

According to Eugene MacKinnon (1939), one of the reasons why the ITU was receptive to the ANPA's proposal was that, as far back as 1871, it had viewed the effects of strikes on business in general as disastrous and recommended to all subordinate unions the settlement of all disputes, "arising by

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\(^2\) In 1902, a similar agreement was concluded between the ANPA and the International Printing Pressmen & Assistants' Union of North America. By 1901, according to Loft (1944), there were three other fields in which systems of arbitration had been formally established on a national scale—stove molding, general foundry, and machinists' trades. The nationwide agreements in these trades prohibited all strikes and lockouts by the contracting parties and provided for the settlement of all differences by joint committees. On the contrary, the arbitration agreement established in the newspaper trade in 1901 applied only to those local typographical and publishers' association members that contracted to accept arbitration.
reason of any increase or reduction in the scale of prices, by arbitration."(p.324).  

Instead of strikes, lockouts, and other concerted actions, the parties preferred peace. Before any party could invoke arbitration, it had to exhaust conciliatory methods first. Failing this, the case was to proceed to a local board of arbitration consisting of three members, one selected by each party, the third chosen jointly. Should this board fail to resolve the issue, a national board would then hear the case after the parties presented oral and written arguments. The national board consisted of the ITU president and the commissioner of the ANPA. If they failed to agree, the two men selected a third member, the latter acting as chairman of the board. The chairman's vote determined the decision under these circumstances. Pending the board's decision, work continued with the understanding that any wage changes would be made retroactive.  

The ITU and the ANPA considered the first agreement a success. Both sides adopted conciliatory attitudes toward each other, and not a single strike, lockout, or other concerted action ruined the spirit of the agreement. Where newspaper offices did not adopt the agreement, seven strikes occurred.  

The second through fifth agreements modified the initial one. The parties tinkered with procedural changes, such as eliminating and replacing neutrals, adjusting the scope of the pact, and other minor ones. Over the twenty one years the agreements were in effect, the ANPA objected to a variety of ITU-determined

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3 In cities such as Chicago, New York, and Toronto labor arbitration had been in effect since the birth of formal collective bargaining beginning during the late 1880s, early 1890s.

4 The ANPA did not make this system of arbitration compulsory upon its members. Members were not obliged to arbitrate their differences unless they had signed agreements to do so. In addition, for those members who were signatories to the agreement, only those differences arising under verbal or written contracts fell under the purview of the agreement. For example, the first agreement did not cover sympathetic strikes (Fagan, 1930).
laws uncovered by arbitration. These and other factors eventually led to the demise of the international agreements. Union foremen, aspects of the priority rule, the exchange of matrices were some of the reasons. Moreover, in 1922, the open shop movement peaked and, similar to the ITU, had its headquarters in Indianapolis. At its 1920 and 1921 conventions, the ANPA passed resolutions opposing the ITU's demands for a 44-hour week, centered particularly in the commercial branch. In 1922, the ANPA created an open-shop division (Fagan, 1930; Loft, 1944; Weiss, 1923).

Finally, internal ITU political squabbles between conservative and progressive groups also doomed the arbitration agreements. These internal battles affected subordinate unions' grievance procedures.5 Before discussing the internal political battles, it is worth summarizing the positive aspects of the agreements.

In an article written in the Monthly Labor Review, ITU member David Weiss (1923) summarized the outcomes of these five agreements. First, strikes and lockouts had been virtually abolished in newspaper composing rooms, assuring publishers continued production. Second, the mere existence of arbitration prevented rash and hasty actions by the parties, and assured impartial and reasonable consideration of the issues involved. Third, the labor relations climate between the parties improved: Both parties showed a greater willingness to settle difficulties informally and directly, rather than resort to the

5 In general, according to Lipset et al. (1956): "The Administration Party (or Wahnetas), as the 'responsible' party, advocated conciliation and arbitration rather than strikes as the best means of securing concessions from employers, while the Antis (Progressives) attacked arbitration and argued that printers could make gains only through demonstrating their economic strength" (p.46). Major divisions separated out according to party lines with respect to priority. The Wahnetas felt that rigid priority worked to the disadvantage of the most capable printers and helped the inefficient ones, while the Progressive Party argued that union printers must protect each other as a collective group.
slower and more formal process of arbitration. Finally, the success of these five agreements presented a strong argument for voluntary arbitration in American industry. In fact, these agreements contributed to the historical development of labor arbitration in American industry.

However, the ITU's informal history, written from a progressive perspective, clearly shows that the positive effects of the agreements noted by Weiss (1923) were not without drawbacks. It is worth exploring some of the political issues involved. Just how the political in-fighting affected directly the Columbus union is hard to measure. However, as discussed below, procedural changes, especially those related to discharge cases, impacted the Columbus union's grievance procedure. These procedural changes did not originate from local discussions, but were the result of compromises made at the national level between the ANPA and the ITU, and within the ITU itself.

The internal ITU debates concerning the proper role of arbitration was just one of many that came about because of the growth of the ITU. As the ITU's historian notes: "As late as 1885 subordinate unions enforced their own laws as the basis of union shop conditions...However, as the ITU General Laws gradually increased in number and scope, the importance of local laws as to matters of wages, hours and working conditions diminished" (History of ITU, Vol. 1, 1964, p. 322).

One of the major issues of contention surrounding the arbitration agreements was the issue of compulsory arbitration. The Denver local's Proposition 69, raised at the ITU's Cleveland Convention of 1912, argued that the Executive Council's requirement that local unions must arbitrate all cases if local publishers chose to do so exceeded it authority. Instead, the Denver local argued the Executive Council of the ITU should adhere only to the
letter and spirit of the arbitration agreement which makes it optional with the local union to arbitrate any differences arising; and that in case a local union shall decline arbitration such union shall in no way forfeit its right to moral and financial support; provided, that negotiations are conducted according to international law (History of ITU, v. 1, 1964, p. 327).

The convention disapproved of this proposition. President Lynch, a staunch supporter of arbitration and long-time head of the Administration (Wahneta) Party, argued that arbitration was not only an ITU principle, but had also been endorsed by the membership in a referendum vote in 1901. Moreover, the three subsequent negotiated agreements negotiated each received endorsements of the various conventions.6

The Legacy of the International Agreements, 1923-1945

Even after the last of the international arbitration agreements expired in 1922, internal bickering still plagued the ITU over other arbitration issues. For example, the various parties were unsure what rules should apply in considering the application of ITU laws to overhanging arbitration procedures (i.e., after the last international agreement expired).7 In a 1928 discharge case involving the Charleston, West Virginia, local, the board ruled that ITU laws in effect when the contract was made or an arbitration award was rendered applied during the life thereof.

Although the International Arbitration Agreement ended officially after 1922, a political reversal in 1924 brought back into power the conservative

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6 The union's historian argued that the only referendum votes taken on arbitration agreements were on the one-year agreement of 1901 and on the five-year agreement in effect 1907 to 1912. All others were authorized (1902) or adopted by conventions (1911 and 1915) (History of ITU, v.1, 1964).
7 During 1925-26, the international board heard 5 cases; it heard 10 cases between 1931-32; and 34 between 1937 and 1940. In all of these cases the question of arbitrability was the main issue (Loft, 1944).
political party which prevailed from 1900 to 1924. The return of President James Lynch, according to the ITU's historian, not only witnessed the return of arbitration agreements with the ANPA but also "complete surrender to the ANPA on the matter of ITU laws," especially the arbitrability of hard-fought working conditions.

In May 1926, after progressive candidate Charles P. Howard defeated Lynch, the ITU modified the conservative's agreement. Two of the major changes were voluntary arbitration, and a limited scope covering only wages and hours (History of ITU, v. 1, 1964). During these internal debates, local arbitration did not wane. Between 1929 and 1940 the number of local contracts containing local arbitration increased from 200 to 263, while those that exempted ITU laws rose from about 73% to 94% during the same period. Grievance arbitration dominated over interest arbitration, a trend very similar in other industries. Between 1929 and 1940, grievance arbitration clauses written into contracts signed with the ANPA increased from 80% to 92%(Loft, 1944).8

A 1931 ITU survey of newspaper contracts on file at headquarters found that of 534 jurisdictions covered 427 contracts had provided for a joint standing committee to which both parties were obligated to refer differences respecting interpretation and application of contracts. Of this number, 167 contracts provided for reference of discharge disputes to the joint standing committee,9

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8 The Newspaper Agreement, effective from May 8, 1937, through May 7, 1939, signed by the Columbus union and local proprietors, provided for grievance arbitration if the local Joint Standing Committee could not settle the controversy. Between 1929 and 1940, the parties made no provision for interest arbitration (Box 19, Folder 1).

9 In addition to these locals, a number of others, which made no contractual provision for the settlement of discharge controversies, referred such differences to the joint standing committee under the general provision that all differences shall be referred to such committee (History of ITU, v.1, 1964).
and 514 of the 534 (96%)\(^\text{10}\) provided for the exemption of ITU laws from arbitration proceedings. Contracts in 61 jurisdictions obligated the parties to accept any negotiated ITU/ANPA arbitration agreement (History of ITU, v. 1, 1964). A 1939 Bureau of Labor Statistics survey, cited in Loft (1944) revealed a majority of local agreements in the printing trades provided for such joint committees to which rights grievances were referred. In Columbus, these joint committees were not very active. In addition, a joint committee handled its first discharge case in 1941, about four years after related contractual language appeared.

Despite the expiration of the last of the international agreements in 1922, many locals, including Columbus, continued to operate under its provisions. Although Local 5 did not invoke arbitration hearings between 1920 and 1957, it is unclear whether the experiences of other locals matched that of the Columbus union. In general, progressive-led leadership permitted locals to exercise complete autonomy in accepting or rejecting arbitration.

Disputes between the ITU and the ANPA over procedures and rights under arbitration eventually led the ITU's Executive Council to announce on July 25, 1945, that "all locals are advised... the expired International Arbitration Agreement is no longer available for use by locals of the International Typographical Union" (History of ITU, v. 1, 1964, p. 352). With this announcement came the end of any vestige of the international arbitration agreements, the last of which expired in 1922.

\(^{10}\) It is unclear as to why these figures do not corroborate each other. It may be that the ITU's records included contracts with commercial employer associations.
The Reaction of the Columbus Union to Arbitration

Members and officers of the Columbus union followed arbitration-related events and, as was common practice in the ITU, voted for or against these agreements in referenda elections. The union recorded its reactions to these agreements in its minutes.

Columbus Typographical Union No. 5's delegates to the 1912 ITU Convention at Cleveland, Ohio, M. J. Lynch and H. R. Culp, reported back to the local, among other important matters, ITU President James Lynch's viewpoint on Proposition No. 69, or the new international arbitration agreement. The president argued that

it would be inconsistent for the I.T.U. to say to those unions that have accepted the agreement that they must arbitrate their differences, and that at the same time practically give strike sanction to those unions not accepting the agreement, and at the expense of those unions willing to settle their differences on an amicable basis (Minutes of meeting of 9/1/12; Box 5, Folder 1)

Despite Lynch's appeal to reason and logic, the prevailing attitude in Local 5 opposed the new agreement. For example, at the union's regular March 3, 1912 meeting, President John Hayden presented the new version of the agreement which provided for the arbitration of local and international differences. Member Zeibold moved that the agreement be rejected, but the union tabled his proposal until the next meeting on April 7. At this meeting Mr. Hartman made a motion unanimously supported by the membership present. He argued:

Columbus Typographical Union No. 5 does not agree to the new Arbitration Agreement of the International Typographical Union with the American Newspaper Publishers' Association; and therefore is not willing to enter into an Arbitration Agreement with any publisher or publishers of Columbus according to the terms of said agreement between the International Typographical Union and the American Newspaper Publishers' Association; as the
present local Arbitration Agreement between the local union and local publishers is satisfactory to Columbus Typographical Union No. 5 (Box 5, Folder 1).

It is difficult to say to what aspect of the agreement the local objected. Perhaps the Columbus local and the Columbus Newspaper Association preferred to work out differences without the interference of parent bodies who had a lesser understanding of local conditions. Fragmentary evidence in support of this proposition can be found in the local events transpiring at the same time debates raged on the proper use of arbitration.

Although the union expressed a lack of support for the new international arbitration agreement in 1901, the parties enacted arbitration proceedings at least twice during this period. Both cases originated in the composing rooms of the Columbus Press-Post and both were settled without resort to third-party intervention.

The first case concerned the use of matrices by the newspaper, without proper payment to the union, and without having the ads reset. The union's Arbitration Committee made its report to the union at its regular meeting on February 5, 1905. The committee informed the union that Ellis O. Jones, proprietor, expressed orally his willingness to comply with the contract and either reset the ads or pay for the said composition. However, the committee reported that if foremen gave the union reasonable notice to supply additional men, such notice would then relieve the newspaper from its obligation to reset or pay for composition. "Reasonable time" meant one hour for the first man, 15 minutes additional for each additional man, in the case of evening papers, and 25 minutes for each additional man in the case of morning papers. The limit was five men in case of such emergency. The language related to the supply of men was not part of the labor agreement; more likely, the ITU and/or Local 5 placed
such language in its constitution. In any event, the parties adjusted the matter satisfactorily.

The second case involved a group of union proof-readers fined by the management of the Press-Post for overlooking errors. Mr. Gibson, a representative of the newspaper, agreed to pay the disputed proof-readers' balance, and promised the union that similar trouble at his office would not occur. In addition, he expressed his willingness to submit the cases of Mr. Rawley and Ms. Gaist, both proof-readers, to the national arbitrators of the ITU/ANPA for settlement. Although, no recorded decision can be found in the union's record, no lingering difficulties remained (Minutes of meeting of 4/1/06; Box 4, Folder 1; Newspaper Agreement, 1902-1907; Box 19, Folder 1).

In 1912, in a dispute over what constituted foreign matter between the Columbus Dispatch and the local, George Fowler, business manager, requested that the issue be sent to the International Board of Arbitration for final settlement. After a 30-day trial period, Fowler was not satisfied with the definition arrived at by a previous meeting of the local Joint Arbitration Committee. At the time of the agreement, Columbus publishers agreed to abide by this definition during the life of the present contract only (Minutes of meetings of 2/4/12 and 4/3/12; Box 5, Folder 1).

Evidence from the union's June 2 meeting indicates that the parties settled the case short of the international board level. At this meeting, President Hayden's report to the membership revealed that

(n)ething has occurred during the past year to change the amicable relations between this organization and the (Columbus) Newspaper Publishers' Association. The two questions which needed and received adjustment during the past year—resetting of foreign ads and the switching of men in the newspaper composing rooms—were settled without friction and to the satisfaction of this organization.
Hayden ended his speech by giving thanks and assigning credit to both the local Executive Committee and the Joint Standing Committee for resolving the problems short of arbitration (Box 5, Folder 1).

On November 3, 1912, the union read a letter from Fowler, dated October 8. He asked the union's officers, and presumably its members, whether or not they were now willing to enter into an arbitration agreement with the Dispatch. Although it did not offer an explanation, the union notified Fowler that it was unwilling to enter into any agreement (Box 5, Folder 1).

Despite expressing disdain for the international arbitration agreement, the local adopted the ITU's May 1912 agreement (Meeting of 3/1/13; Box 5, Folder 1). Once more the union gave no rationale for its change of heart. However, during this time, the union and the publishers were in the process of negotiating a new collective bargaining agreement. Having been unsuccessful in reaching a settlement, the local contacted ITU President Lynch and asked him to come to Columbus to help negotiate the contract. The union calculated that with Lynch's support it would be able to gain a favorable contract. But it was not likely to get Lynch's backing without supporting his arbitration proposal (Minutes of meetings 5/4 & 6/1/13; Box 5, Folder 1).

On March 3, 1913, Fowler and the Columbus Typographical Union No. 5 signed an individual arbitration agreement.11 Even though they signed this

11 Only 3 individual arbitration agreements have survived; all were signed by the union and the Columbus Dispatch. Evidence from the union's records could support both sides of the argument. A discussion in the union's minutes in 1912 regarding the renewal of an international arbitration agreement concerned only the Dispatch and no other newspapers. In the minutes of January 1, 1903, however, a letter written by ITU president Lynch to the local union mentioned that the Press had become a member of the ANPA and may take advantage of the local arbitration agreement. The two cases mentioned above involving the Press-Post lends some support to the argument that the Dispatch was not the only newspaper to sign such an agreement. (Box 3, Folder 1). Additional
agreement one year after the ITU/ANPA extended its international agreement, Section 2 stated: "This Contract shall cover any contract between the parties...whether the same is in writing or an oral understanding, subject to the conditions expressed in the International Arbitration Agreement, effective May 1, 1912...." (Individual Arbitration Agreement; Box 19, Folder 1).

After James Lynch resigned as president of the ITU in 1914, a fellow Wahneta, Marsden Scott, took charge. When the previous International Arbitration Agreement expired, there was no doubt that Scott would support a new one. At the local's regular March meeting in 1917, an officer read Scott's letter to Columbus President W. E. Wilson regarding the new agreement. Scott informed the Columbus union that the new plan was optional, although he advised strongly that they adopt it. No great discussions ensued as to the best course of action. As such, it is likely that the previous agreements posed no problems locally. The continued support of ITU officers was more vital to the local's well-being than the specifics of the international agreement (Minutes of meeting of 3/3/17; Box 5, Folder 2).

For example, on March 25, 1913, a flood on the west side of the city left many residents without shelter and other necessities. Twenty-eight members of Columbus Typographical Union No. 5 resided in the flood district. The local union officers commented: "The flood that visited this city rendering homeless so many of our members and leaving them without the necessary things to start life all over again, is a matter that has had the earnest attention of your officers the past two weeks." In response the local wrote a check for $100 for the general relief of those affected by the flood, while the local gave or loaned some...
members additional sums of money. A visit by the union's officers to the west side flood-ravaged area brought back this description of the scene:

We went to the West Side just as soon as possible, but owing to the lack of proper facilities could not do much but wait until the water receded. We could not buy, borrow or make a boat, but we did succeed in 'approximating' one on Friday. We could not even hire a horse and wagon, but we did buy rubber boots and waded in.

These officers reported back to the union that despite the tremendous loss of property, no lives were lost (Box 5, Folder 1).

In the meanwhile, ITU officers requested that they be kept informed of the situation in Columbus. At the union's regular April 6 meeting, it asked the ITU for aid for the relief of local union members who suffered from the flood. The ITU granted the local $500 taken from the General Fund. The ITU's donation came in the form of a gift instead of a loan (Box 5, Folder 1). It is practically impossible to discern whether or not this gesture made with strings attached; in other words, was the Columbus union expected to show loyalty to the Wahneta Party? Answering this question is difficult to do, but given the relatively small size of the local, it is likely that they needed the full support of the administration in power, regardless of party affiliation. Some evidence of this hypothesis can be found in the local's official endorsements for ITU office. The local tracked these endorsements in its February minutes during each election year.

An examination of its endorsements from 1900 through 1930 revealed no clear partisan leaning. From 1900 to 1910, the local supported James Lynch. In the election of 1912, the union supported unknown Fred Barker of Spokane. Why they stopped supporting Lynch is not revealed in the minutes. In the elections of 1914 and 1916, it favored Marsden Scott; in 1918, it leaned toward Edward Morcode, although Scott tallied a close second. For the most heated election, that which occurred in 1920, the union failed to tally voting results.
However, in 1922, the union endorsed James McParland. Finally, from 1922 through 1930, it selected Charles Howard.

From the election results, it can be argued that from 1900 through about 1920, the union voted for Wahnetas; thereafter, the local favored Progressive candidates. This may not mean that the local reoriented its political leanings during this period. More likely, the local supported the incumbent party, regardless of affiliation, in order to obtain support in times of crisis. That is, so long as its warm relations with Columbus employers were not strained by ITU meddling, it cared less about arbitration clauses. The limited use of arbitration before 1920, and its complete absence through 1957 is testimony to this (Minutes of February meetings, 1900-1930; Various boxes & files).

**Industrial Relations and Arbitration Issues in the Commercial Branch**

In 1898 the UTA, ITU, pressmen, and bookbinders signed the Syracuse Agreement. The agreement called for first, a fifty-seven hour workweek (nine-and-one-half-hour days) by late 1898, and in 1899 the enforcement of the fifty-four hour week in all commercial shops. No problems resulted until about 1902. No sooner had nine hours become operative in the unionized shops, the ITU began agitating for an eight-hour day, which had been in effect in newspaper offices by the turn of the century (Zerker, 1982).

Prior to 1900 the UTA operated as a relatively loose organization with a high degree of local autonomy. But with the unions' push for the eight-hour day, notably the ITU, the UTA became virulently antiunion. At its 1900 convention, the UTA voted unanimously to establish an emergency fund. Member organizations made voluntary contributions for the benefit of member organizations in need of assistance.
At the ITU's 1902 convention, President Lynch advised all locals not to sign agreements extending beyond October 1, 1905, unless they included the eight-hour regulation. At the 1903 convention Lynch instructed locals to plan the enactment of eight-hours beginning January 1, 1905. At the next convention, at Lynch's request, the membership ratified a proposal for a target date of January 1, 1906, with a general assessment to prepare for strikes (Zerker, 1982). The union's leaders felt confident that with a growing membership base, the ITU could win eight-hours for commercial printers (see Appendices A & C).

In response to the ITU's actions, the UTA overhauled and centralized its structure, and declared, in 1903, the right to an open-shop and nonunion foremen, as well as rejecting outright the eight-hour day. While the UTA had supported the open-shop since its birth, the widespread open-shop movement in the United States further encouraged its thinking. In response to the ITU's growth, many commercial shops entered the UTA's fold between 1899 and 1904, an increase in membership of 35%. At its peak in 1904, a total of 1,348 firms fell under the UTA umbrella (Baker, 1957; Loft, 1944; Powell, 1926). Both sides solidified ranks for the upcoming fight.

12 In March 1903, the UTA and the pressmen signed a four-year arbitration agreement that provided for the 54-hour day, arbitration of all questions of wages or shop practices, and the open shop. The UTA attempted to sign a similar agreement with the ITU but the union took the stand that it would neither subject union laws to arbitration nor submit to the open shop. After this failed attempt to secure such an agreement, the cordial relations between the UTA and the ITU began to sour. While the IPP / UTA arbitration agreement signified a period of friendly relations, as the majority of the UTA's membership had a closed shop, the ITU's growing strength ushered in a more aggressive and militant period of UTA resistance toward that union, especially after President Lynch announced the almost immediate goal of the eight-hour day (Baker, 1957; Powell, 1926).

13 The UTA joined the National Association of Manufacturers (1902-03) and the Citizens Industrial Association (1903) in the open-shop drive. The latter organization was a broad-based organization which opposed closed shops, labor boycotts, and union labels, all strategies employed by unions to gain power and control the labor market (Jackson, 1984).
UTA members opposed the eight-hour day because they feared declining profits owing to intense price competition from firms that did not adopt the shorter day. The UTA predicted that a shorter workday would increase production costs between 18 to 25% (Baker, 1957; Jackson, 1984).

In September 1903, the UTA issued a "Declaration of Policy," which stressed, among other things, the open-shop, nonunion foremen, a centralized organization, a fifty-four hour work week, and attacks against other union demands and market controls. The eight-hour question was the only new component; the others made public in the past. However, for the first time, the UTA made these elements part of a coherent plan (Powell, 1926).

In September, 1905, three months before the official starting date of the strike, employers in the open-shop city of Detroit, and in Chicago and San Antonio, forced the union's hand by replacing their union crews with nonunion ones. In response, the ITU called out on strike compositors whose contracts had expired. In total, 3,000 printers stopped work. Employers resorted to a variety of strike breaking practices such as "flying squadrons"\(^{14}\) of master and nonunion printers, circulars advertising their side of the dispute, the establishment of training schools and employment bureaus for replacement printers, and court injunctions to stymie the union's concerted activities.

Despite these tactics, beginning in January 1906, the UTA lost the battle, first in New York City, and later elsewhere (Baker, 1957). Because a majority of employers did not belong to the UTA, and were unwilling to fight the ITU individually, many gave in to the union's demand.\(^{15}\) Even many of the shops

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\(^{14}\) Flying squadrons were mobile strikebreakers that were usually called to replace strikers on short notice. They were also used in industrial settings.

\(^{15}\) Before the outbreak of the strikes Lynch, in 1904, sent a telegram to the UTA convention requesting a meeting to discuss the eight-hour day. He argued: Unions of one hundred and more members have eight-hour day, or have definite arrangements for same: Denver, Portland, Ore.,
that had belonged to the UTA failed to stand together (Powell, 1926). According to Loft (1944), the aftermath of these strikes was disastrous to the UTA. By 1908, the staunchly antiunion UTA had accumulated a sizable financial deficit and lost over 45% of its total membership. From a peak of over 1,300 members in 1904, UTA membership declined to 802 in 1907, and to 729 by 1908 (Powell, 1926). Its defeat highlights the extreme difficulty of maintaining central control of labor policy among a large number of small shops widely dispersed geographically.

The achievement of eight-hours in Columbus's unionized commercial shops took place with much less fanfare and conflict. The relatively smooth transition to eight hours resulted from the parties' cooperative efforts as well as luck.

The Columbus Union and the Struggle for Eight Hours

The Columbus local made preparations for the installation of the eight-hour day, effective January 1, 1906, when it signed its first agreement with the Union Employing Printers' Association of Columbus in June 1903. In this three-year agreement, the first two years called for 9-hour days, fifty-four hour weeks. Nineteen commercial shop representatives signed the contract. Compositors were scheduled to earn $16.50 per week for day work and $19.50 per week for night work. Foremen received a premium above these rates. In addition, printers earned hourly instead of piece rates. However, those compositors operating


16 Of the 802 members listed in 1907, 181 of these were associate members, that is, supply houses and similar operations. By 1908, 187 associate members belonged to the UTA. When compared to the union loss of 9% between 1905 and 1907, and the fact that ITU membership grew again by 1908, it is clear that the UTA suffered more than the union did, although the union spent over $3.5 million dollars toward its cause.
typesetting or typecasting machines on weekly newspapers, periodicals, book and pamphlet work earned not less than $18 per week of six days, eight continuous hours per day. Machinist operators earned a premium above these wages (Commercial Agreement, effective from 1/1/04-12/31/06; Box 19, Folder 1).

Despite having a contractual agreement for eight hours beginning 1906, Local 5 was still very much a part of the events taking place surrounding the movement for a shorter workday. For example, the local’s delegates to the 51st ITU Convention at Toronto in 1905 described the meeting’s theme as "Harmony and Eight Hours." In addition, the delegates from all Ohio locals selected Columbus as the site of the upcoming fall Eight-Hour state convention. However, in a letter to Local 5, Max Hayes, of Cleveland Typographical Union No. 53, announced the meeting’s cancellation owing to the inflamed ITU/UTA battle. The union made no further mention of this meeting (Minutes of meetings of 9/3 & 10/1/05; Box 4, Folder 1).

On September 11 President Lynch informed the Columbus union of the UTA’s recent rejection of the ITU’s eight-hour demand, and instructed all locals, where contracts did not prevent it, to demand immediately the eight-hour day. In cases where employers rebuffed the union’s demand, Lynch ordered the local to cease work at once. In an earlier letter, Lynch brought to the local’s attention strikes taking place in other cities and warned its officers to be on the lookout for nonunion printers on their way to Columbus (Minutes of meetings of 9/3 & 10/1/05; Box 4, Folder 1).

In September, Local 5 began recording the amount of money in its strike fund.17 From a paltry sum of under $60 dollars in May, the fund grew to $315.66

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17 Even though the local signed a contract with the local employers' association, there were still other firms not part of the master contract.
in June, and to roughly $800 by December's quarterly report. The local disbursed about $400 during the quarter and also, after a vote by the Executive Committee, agreed to send 50% of the defense fund to the ITU (Minutes of meetings of 9/3, 10/1, 11/05, & 12/3/05; Box 4, Folder 1).

Despite voting in support of a special assessment necessary for the continuing battle, in September, the local began to develop ambivalent feelings about supporting a struggle that was either too distant or financially draining. After Lynch sent a circular to all local unions asking for an additional $.50 per week per member until the strike ended, the union decided to delay sending 50% of its fund to the parent body until after January 1, 1906. At its regular December 3 meeting, the union read another letter from Lynch requesting an additional 10% contribution to the strike fund. In order to persuade the Columbus local to donate more money, Lynch told them of the outbreak of strikes affecting locals in Cleveland, Akron, and Dayton.

On December 24, a day before the members would celebrate Christmas, the local held a special meeting to vote on this assessment, effective January 1, 1907. At chapel meetings across the local's jurisdiction, printers debated the issue prior to a vote. Perhaps because it was almost Christmas Eve, only 44 compositors showed up to vote.18 Of this number, 41 voted in favor of the assessment (Box 4, Folder 1). By springtime, the membership became skeptical of the manner in which the monies had been collected and used by the ITU. Berlin chapel members initiated a movement within the local urging the ITU to publish strike funds in its journal. The Executive Council informed the local that a

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Moreover, there was no guarantee that the employers who signed the contract would live up to the agreement.

18 During this time period, the local had about 275 members in good standing. The voting population represented about 15% of the total membership. According to long-time member and officer Gus Gassman, a 25% turnout would be considered good.
list of expenses and receipts had always appeared in the Journal (Minutes of meetings of 5/6 & 6/3/06; Box 4, Folder 1).

On Wednesday, September 12, at 4 p.m., at Trades Assembly Hall, the local called a special meeting in response to a communication received from the Spartanburg, South Carolina, Local No. 341. The Carolina local expressed its discontent with the new 10% assessment and asked the Columbus union, and presumably others, for support in obtaining a referendum vote to decide whether or not the ITU should continue the tax. Although chapels voted individually, the union voted 88 to 79 in support of Local 341's proposal.

The Carolina local listed four major reasons why the assessment ought to be discontinued: 1. results were not accomplished to warrant such expenditure; 2. strike rolls were virtually unchanged; 3. a large percentage of strikers did not desire employment; and 4. there would be a loss of membership and sympathy for the strike if continued (Minutes of meetings of 9/12/06; Box 4, Folder 1).

In the meanwhile, in January 1906, Columbus's master printers notified the local that they would like to hold a conference with it for the purpose of changing the current eight-hour agreement owing to a fall in profits and general dissatisfaction brought about by poor economic conditions (and perhaps the UTA's defiance). 19 At the same time, rumors circulated within the local that

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19 For the first time since the early 1890s, some of Columbus's employing printers were part of the UTA in 1906. Nine firms were members of the Columbus Typothetae, at least 7 of which were signatories to the commercial agreement in effect in Columbus. The firms included the American Printing Co., Berlin Printing Co., Evans Printing Co., The Lawrence Press Co., The New Franklin Printing Co., and Pfeifer & Saas Printing Co. (as one in contract but separated as members of Columbus Typothetae). Only the Champlin Printing Co., and Trauger Printing Co. were not part of the contract. However, an L. Trauger signed the contract as manager of the Westbote Publishing Co. (Commercial Agreement, 1904-1906, Box 19, Folder 1; UTA Proceedings, 1907).

It is difficult to determine why the Union Employing Printers' Association (UEPA) never used the name of Columbus Typothetae. It is clear from the above that there was certainly overlap between the two organizations,
some shops were working nine and one-half hours days instead of eight, and not paying for overtime (Minutes of meeting of 2/4/06; Box 4, Folder 1). At the union's regular March meeting, the Executive Committee and the Chairman's Auxiliary Committee met and passed a resolution empowering the Executive Committee to meet with the master printers at a reasonable cost, to obtain "a better understanding of their mutual needs and to create a better feeling between employers and employees." (Minutes of meeting of 3/3/06; Box 4, Folder 1). On October 7, the union reported that because of the groundswell of discontent expressed by many subordinate unions, the ITU announced it would lower the assessment from 10 to 7%, with the possibility of further reductions (Minutes of meeting of 10/7/06; Box 4, Folder 1).20

In June the master printers informed the union that the current agreement would not be renewed in its present form. In response to this announcement, the union empowered the Executive Committee to handle the matter (Minutes of meetings of 6/3 & 8/5/06; Box 4, Folder 1). At the union's regular December 2 meeting, Executive Committee representative Hayden reported on the conference with the master printers and read their letter discussing their

although the UEPA's name never appeared in the Columbus City Directory, except in 1917 (Polk's Columbus City Directory, 1917).

20 The funding of this national strike began on November 6, 1905, when the union levied a $.50 per member assessment for a period of 8 weeks, and was collected on a percentage basis. A total amounted to $1,184.08, of which $1,061 was channeled to the ITU. The remaining $123.08 was then deposited into the local's Sick Fund. The 10% assessment began during the week of January 6, 1906, and ran for 39 weeks. The local collected $14,934.42 during this time. After the Spartanburg resolution pressured the ITU to lower the assessment to 7%, an additional $2,012.37 was collected by the Columbus local after 7 weeks. Assessments were reduced even further to 5% (11 weeks and a total of $2,279.62); 3% (4 weeks and a total of $528.27); 2% (38 weeks and a total of $3,485.86); and, finally, 1% (14 weeks and a total of $658.91). After a grand total of 113 weeks, the Columbus local collected almost $25,000. According to the local's estimates, this amounted to $146.30 per compositor working steady nights; $126.51 per compositor employed during the day; and $109.27 for a job man working steady (Minutes of meeting of 3/1/08; Box 4, Folder 1).
demands for the new commercial scale. Among the demands presented to the union were the following: 1. the right to employ nonunion foremen; 2. no overtime premium except on weekends; 3. no restriction of output; 4. no change in the present scale of prices; 5. no chapel meetings or the collection of dues during working hours; 6. only job printers shall confer with owners; elected union officials and those from the newspaper branch not allowed to discuss matters with owners; and 7. no strikes until disputes go to an arbitration board. To each demand the union presented its own, defending ITU laws, penalties for overtime, wage standards, and a single union undivided by branch (Box 4, Folder 1).

President Carty announced to the union that the proprietors should be dealt with individually and not through the Typothetae. As the master printers' demands reveal, the influence of the UTA permeated the thinking of the loose band of commercial employers and infected the otherwise cooperative labor relationship (Minutes of meeting of 12/2/06; Box 4, Folder 1).

At a special December 23 meeting, Hayden reported on three conferences recently held with the master printers. ITU Organizer Brady was present at the meeting. Hayden announced that the employers wanted a definitive answer to each of their propositions by 1 p.m. December 24. After he left the floor, Brady spoke to the Executive Committee regarding the negotiations with the proprietors, and insisted that the ITU would not concede one point regarding the open-shop. He also stated that it would be possible to adjust the scale amicably, but added that it must be on an eight-hour basis. At the end of the meeting, after the union answered the master printers' propositions, a special mail messenger wisked them to the proprietors for comment. The union also sent the proposed scale to nonunion owners for their consideration (Box 4, Folder 1).
On January 16, 1907, representatives of the Union Employing Printers’ Association of Columbus and Columbus Typographical Union No 5. signed a two-year contract effective from January 1, 1907 through December 31, 1908. According to the union, it made few concessions. For example, it did not move on the foreman or closed shop issues; it negotiated a $.50 raise, but conceded one apprentice. Most of all, it retained the eight-hour day. As a result, the Columbus local earned a standardized 48-hour week in both sectors of the trade. The membership voted in favor of the contract by a wide margin—77 to 2. Brady also supported the contract and decided to stay in town to organize nonunion shops (Commercial Agreement, 1907-1908, Box 19, Folder 1; Minutes of meeting of 1/6/07; Box 4, Folder 1).

By the end of January, the local signed commercial contracts with ten firms. The union granted the Executive Committee more time to secure additional signatures, for which they were able to do with twelve additional firms. Three more firms expressed a willingness to abide by the new scale, but were reluctant to sign the contract. Although Columbus did not experience strikes to secure the eight-hour day, some animosity resulted between the two organizations. Consequently, by a vote of 13 to 7, the union discouraged membership of master printers in the local or ITU. Proprietors Pfeifer, Asher, and Fuller were the first employers to relinquish their cards (Minutes of meetings of 2/06 & 3/3/07; Box 4, Folder 1). A few years earlier, the UTA declared that its members were no longer permitted to carry union cards (Baker, 1957).

During the ITU's push for eight hours, some animosity infected the parties in Columbus. A major cause of some employers' change in attitude toward the union was the UTA. Once the UTA's influence waned, however, the parties
sought to recapture their friendly relationship.\textsuperscript{21,22} Their ability to do so successfully, despite threatening external events, shows up in analyzing the grievance procedure during these years.

**National Struggle for the 44-Hour Work Week**

In the aftermath of the First World War, printers sought to continue their struggle for shorter working hours, arguing that with each such reduction, the life expectancy of its members had risen because of their reduced exposure to noxious fumes (Zerker, 1982). In addition to health concerns, the stress of postwar adjustments caused further dissatisfaction among printers. As a result, in 1919, the unions and commercial employers proposed a national organization to deal with trade issues (Brown, 1942).

Out of this meeting came the formation of the International Joint Conference Council of Commercial and Periodical Branches of the Printing Industry (IJCC).\textsuperscript{23} This organization included representatives of the UTA's

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  \item \textsuperscript{21} In Columbus, the local typothetae lasted through 1928. Thereafter, the local organization changed its name to the Printing Arts Association of Columbus. Its first manager was R. Reid Vance, who served as the manager for the Columbus Typothetae beginning in 1926. Vance headed the local association until his retirement in 1963. Currently this group is called the Printing Industry of Central Ohio, and is headed by Bill Stickney, who served as Vance's assistant until he retired (R. L. Polk's *Columbus City Directories*, 1920-1930; Conversation with Bill Stickney, June, 1993).
  
  \item \textsuperscript{22} In 1912, because of the preponderance of unorganized shops in the UTA, it established an open-shop division. After some internal dissenion, 95% of the open-shop members in the UTA resigned from their division and formed the Employing Printers of America, although many retained their UTA membership. This new organization set forth a militant campaign for the open shop and the 48-hour week in the 1920. In the years between 1917 and 1939, this organization operated a nationwide employment bureau from Chicago and supplied a fair number of strikebreakers during the 44-hour strikes in Chicago and elsewhere (Baker, 1957; Loft, 1944).
  
  \item \textsuperscript{23} The preamble to the IJCC's constitution emphasized the tradition of peaceful reconciliation already in existence in the commercial sector: "voluntary agreements to refer disputes to boards of conciliation and arbitration" were preferred. The IJCC also ordered itself as a court of appeals after all processes
\end{itemize}
Closed Shop Division, the Printers' League of America, the International Association of Electrotypers, and four international unions—the ITU, the pressmen, the book binders, and the stereotypers and electrotypers. The IJCC quickly devoted its attention to the forty-four-hour week which unions in the larger cities actively demanded. In a compromise decision, the parties agreed to the 44-hour week beginning May 1, 1921. As part of this agreement, pay levels remained constant (Brown, 1942; Zerker, 1982).

In the meanwhile, printers and pressmen in New York City refused to abide by the compromise. Instead, they sought a reduction in hours effective October 1, 1919. Refusing their demands, employers locked out the pressmen and advised the printers that they would be employed "as long as possible." Compositors interpreted this statement as tantamount to a lock out and walked out in support of the pressmen.

The ITU's Administrationists (Wahnetas) under Marsden Scott refused to sanction the strike because of his prior commitment to the IJCC agreement and duly declared it illegal. Consequently, the ITU refused strike benefits to NYC printers. The strike became known as the "vacationist movement," and caused a major rift within the ITU. One of the most contentious issues was the role of arbitration. In the hotly contested 1920 ITU election, Progressive candidate John McParland ousted Scott for the presidency, while the Executive Council became bipartisan. Along with Scott, progressives subsequently jettisoned the arbitration agreements (Zerker, 1982).

had been exhausted under existing arbitration agreements in the commercial trades. In addition, it acted as a board of arbitration in the absence of formal arbitration agreements. Similar to the newspaper arbitration agreement, the IJCC, in 1920, adopted a standard arbitration agreement. Those employers affiliated with to IJCC granted the principle of restricted arbitration (Loft, 1944).
The Columbus union did not record its endorsement for the 1920 election. However, at its regular October 1920 meeting, R. P. Murphy made a resolution in support of the new president and the ITU officials in general. Murphy argued:

Due to the trying times ahead during the next two years, the cooperation and support of every ITU member is necessary to enable these officers to face important matters that will come before them; therefore it is Resolved That Columbus Typographical Union No. 5, at its regular meeting, Sunday October 3, 1920, hereby voices its confidence in and pledges its support to the International Typographical Union officers taking office November 1st.

The union announced it would forward a copy of this resolution to both McParland and the Journal (Minutes of meeting of 10/3/20; Box 5, Folder 2).

In September of 1920, ITU President McParland attended a dinner sponsored by the Columbus local held in his honor at the Great Southern Hotel in Columbus. After dinner McParland spoke to the attendees about the most important issues pending for the ITU—the 44-hour demand coming to a head on May 1, 1921. McParland warned the union of the UTA's determination to fight its introduction. Despite the expected resistance, he continued, the ITU planned to stay true to its demand for the shorter work week, and warned all local unions to conserve their resources for the "bitter fight ahead." The Columbus local, he added, was not affected immediately by the May 1 date because its contracts overlapped and did not expire until February 12, 1923 (Minutes of meeting of 10/3/20; Box 5, Folder 2).

Notwithstanding the lost strike in New York, the May 1, 1921 implementation date for the 44-hour work week became a hotly contested issue for a variety of reasons—the economic depression, the "American Plan," and because some employing printers refused to be bound by the agreement. An effort by the IJCC to secure further postponement failed. Employers in New York, Chicago, Washington, Cincinnati, and other cities honored the 44-hour week.
However, in most other cities, bitter strikes, similar to the ones in 1906, ensued. Seeking to capitalize on the upheaval, employers instead pressed for wage cuts and heavier work assignments (Baker 1957; Brown, 1942).

In general, the 44-hour strike proved more advantageous to employers than did the 1906 strike for 8 hours. According to Loft (1944), a sizable group of shops were lost to the I.T.U. and continued on a 48-hour basis, while even within the jurisdiction of the union some locals signed contracts for a 44-hour week rather than specify eight hours per day with the Saturday half-holiday. Not until NRA days was the length of the workday specifically limited to eight hours in newspaper and commercial printing alike (pp. 88-89).

On February 26, 1921, two months before the opening of the strike for the 44-hour week in commercial print shops, 18,608 I.T.U. members were working under contracts for the 44-hour week. This represented roughly half the book and job membership in the union. By September 26, 1923, more than 38,000 I.T.U. members were classified as working a 44-hour week. But the ranks of organized shops suffered heavy depletion. Toward the end of 1921, the greater part of the book and job industry outside New York and Chicago, according to U.T.A. data, was operating on a 48-hour basis. By 1931, one estimate assessed the open-shop proportion at 60 per cent, operating 48 or more weekly hours (pp. 92-93).

The ITU spent a total of over $24 million in support of the strike (Baker, 1957). In addition, until 1935, a dual standard operated within the ITU: 48-hours per week in commercial shops and 44-hours per week in newspaper plants. After 1925, the IJCC's influence as a national organization waned. Although it continued to be active locally, it did not do much in terms of labor-management cooperation. The national associations—Closed Shop Division of the UTA and the Printers' League—dropped out of sight after 1925. In 1922 the UTA forbade its labor divisions to use the name Typothetae, and in 1928, it

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24 44 hours meant five 8-hour workdays and a half-holiday on Saturdays. The 8-hour day entailed a six-day week.
25 The Columbus Typothetae changed its name to the Printing Arts Association by 1926 in response to the UTA's demand.
dropped from its constitution all provision for such labor divisions. From a peak of close to 5,000 members in 1920, the UTA declined by over 62% by 1932. By the end of the 1930s, UTA became a relatively unimportant organization and ceased to be on July 12, 1945, after a life span of 58 years (Baker 1957; Loft, 1944).

After a paper shortage during WW II put many small commercial shops in trouble, commercial employers formed a new organization—The Printing Industry of America, with both open and closed branches. During the war, commercial printers nationally were divided among 60 national organizations and 250 local groups. And while newspaper publishers, and the large magazine, book, and container producers maintained lobbies in Washington, D.C., "life hung in the balance for thousands of offices that printed small newspapers and tons of job work upon which transportation, banking, insurance, and distribution depended." (Baker, 1957, p. 307).

The acrimonious relations existing on the national level, failed to penetrate the amicable relations in Columbus. There were some instances, however, after 1900 where local commercial employers resisted the union and took a strike in bold defiance. However, these strikes tended to be confined to a small sector of union shops. The 44-hour issue repeated past patterns, and illustrates local resistance to external threats. And similar to the effects of the eight-hour fight, the 44-hour battle did not damage the cooperative manner in which the parties processed and resolved grievances. The experience of the grievance procedure during this period is explored in the next chapter.
The 44-Hour Storm By-Passes Columbus

The Columbus union was constantly bombarded by conditions and circumstances external to it. In order to survive, however, it had to comprehend and respond to such events. Messages and actions from the business community, however, were not always consistent. For example, on April 20, 1920, the Columbus Typothetae invited the officers of Local 5 to attend a dinner and dance in the rooms of its Club House on West Goodale Street. The purpose of this meeting, according to the Typothetae, was to get better acquainted and to communicate the purpose of the Columbus Typothetae. In short, the Typothetae wanted to make clear that they did not oppose the union. Believing them to be sincere, the union's officers invited Typothetae representatives to speak to the membership at its July meeting. Because no record exists, it is not known whether or not the employers' representatives ever showed up at the union hall (Minutes of meeting of 5/2/20; Box 5, Folder 2).

Was the Columbus Typothetae sincere in its desire to cooperate with the union, or did they, like many other local typothetaes, wish to operate according to open-shop principles? No record exists to help answer these questions.

26 Two issues came up for discussion at the union's meetings in the spring of 1921. The San Francisco local proposed an amendment to ITU laws, Section 159, pertaining to the authorization of strikes by the ITU's Executive Council. The local refused to support this proposal which would vest the power of calling a strike in a local union entirely with the union involved, perhaps to the "detrim ent of the ITU generally." The proposal probably stemmed from the events which occurred in New York City, otherwise known as the "vacationist strike." While this action supported the ITU's powers, a good number of local members refused to pay the 10% assessment in support of the 44-hour strike. The union gave a deadline to these members and thereafter threatened suspension for nonpayment of the same. ITU membership passed the assessment in a referendum vote (Minutes of meetings of 4/3 & 6/5/21; Box 6, Folder 1).

These acts by the local's officers indicate that they gave their fullest support to the leaders of the ITU, regardless of party. Those members who refused to pay the assessment may have felt that since they were not engaged in the 44-hour battle, and/or because they felt the effects of the depression, they were better off with more disposable income.
However, the local was aware of other employer associations' anti-union activities in Columbus. The Electrical Contractors and Dealers Association of Columbus, advocates of the American Plan, had given advertising print work only to open-shops (Minutes of meeting of 11/06/21; Box 6, Folder 1). It is likely that other employers in Columbus were doing the same, although, according to Richard Schneirov (1993), compared to the assaults upon labor through the U. S. Chamber of Commerce and National Association of Manufacturers in former union strongholds such as San Francisco, Minneapolis-St. Paul, and Chicago, "Columbus was an exception to this trend. There was no open-shop movement in that city because unionism was weak in most trades." (p.75). In the plumbing and pipefitting trades, the focus of his study, the local unions and the employer association maintained their long-standing friendly relationship. In printing, the cordial relations seemed to prevail, but there were some commercial shops which, when given the chance, wished to operate without the union—either for economic or ideological reasons.

The immediate post-World War I period in Columbus's unionized commercial sector was not fraught with the conflict experienced in other cities. However, strikes did take place in Columbus in 1917, owing to rising prices and union demands for increases in real wages.

27 For example, bids on the publication of the organization's official organ, handled by the advertising agency of Robbins & Pearson of Columbus, were not accepted from union print shops. The advertising firm reported to the union that this request came directly from the officers of the Electrical Contractors & Dealer Association.

The union retaliated against the association by setting up Retaliation & Organizing Committees. This joint task force enlisted the support of various chapel subcommittees. Together the groups met individual members of the association to ask for equal consideration when bidding on printing jobs.

All six subcommittees reported to the union that all of the persons contacted either pleaded ignorance to the association's boycott of union printers, or they felt neutral toward the union though supportive of its efforts (Minutes of meeting of 11/6/21; Box 6, Folder 1).
Because the employers' association rejected the union's February 1917 request for a $1.00 increase, the union called a special meeting to take a strike vote. ITU Organizer, and former Cleveland officer, Max Hayes came to Columbus to oversee and assist with the proceedings. The local permitted only those members with at least six month's membership in good standing to vote. When the union tabulated the results, an overwhelming majority cast their ballots in favor of a strike. Of the 121 members who voted, 116 declared their intentions to strike. Hays subsequently declared the strike effective beginning February 20, and chapel chairmen subsequently notified members that all commercial shops were on strike.

Mr. Bullock of the Columbus Typesetting Company, not a member of the Union Employing Printers' Association of Columbus, agreed to the union's wage demands and signed a tentative contract with the union. Within a few days additional shops, including those of H. J. Heer, the largest in Columbus, and the Pfeifer Show Print Company, another prominent one, also signed tentative agreements (Minutes of special meeting of 2/25/17; Box 5, Folder 2).

However, no compromise had yet been reached with nine shops affiliated with the Union Employing Printer's of Columbus. The owners declared their shops open. A split among the employers led to the creation of a new association called the Columbus Union Employing Printers' Association. This organization, consisted of five shops. However, three of the largest ones remained on strike (Minutes of meeting of 3/04/17; Box 5, Folder 2).28

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28 The life-span of this new organization is unknown. Contracts between this body and the union do not exist (if they ever did). Contracts in the years after this split indicate that the employers were represented by the Union Employing Printers' Association (1919-1923, 1923-1924), the Columbus Employing Printers' of Columbus (1924-1927, 1927-1930), and by 1940's contract, the name was again modified to the Union Employing Printers' Division of the Printing Arts Association of Columbus. However, unlike the first few signed
By April 1, 1917, the Job Scale Committee reported to the union that five of the original nine hold-outs signed tentative agreements. Those shops still being struck by the local included the E. T. Miller Printing Co., the Champlin Printing Co., the New Franklin Printing Co., and Lea-Mar Print Shop. By June, of the original 37 printers on strike, 29 had remained on the local's strike roll, while the rest took out traveling cards to seek work elsewhere. By the time the ITU withdrew strike assistance, on September 22, these same four firms were still being struck, but only 16 printers were employed there. The Champlin Printing Co. employed 7 men, the most in any one shop. There was only one printer employed at Lea-Mar Print Shop. At the union's regular October meeting, someone commented: "The prospects for bringing these shops back into the fold as not being very bright at this time." (Minutes of meetings of 3/4, 4/1, 6/3, 9/2, & 10/17/17; Box 5, Folder 2).

The strike in the commercial branch lasted for over 31 weeks, although the ITU paid benefits only for the first 31 weeks. In total, the ITU paid about half the total amount granted to those on strike—$2,030. The Columbus union contributed almost the same amount. The union raised over $3,000 with assessments of 5% for 8 weeks and 2% for 4 weeks. The local spent $500 from its defense fund. Although it is speculative, because the local supported Scott in the elections of 1914 and 1916, the ITU agreed to give special assistance of $12 per week for 12 weeks to striking typographers (Minutes of meeting of 10/7/17; Box 5, Folder 2).

Although the 1917 strike lasted for over thirty weeks, it was limited in scope, and concerned wage rates. The industry-wide strikes in 1921 were about shorter hours. Once again, the Columbus union, by chance or foresight,
managed to avoid the intense labor conflict reported elsewhere. Whether it was shorter hours or reduced purchasing power, the Columbus union and most of its unionized employers worked out labor problems without detriment to their historically-cooperative relationship. Some shops felt strapped financially and thus resisted changes in wages and hours. Given the intense competition in the commercial branch, especially for the smaller shops, employer resistance is understandable. In general, these were minor skirmishes and did not spill over into industry-wide conflicts, nor did they affect the grievance process in any major way.

A major reason why the 44-hour strike by-passed Columbus was that the union signed a new labor agreement with The Union Employers' Association of Columbus in January, 1919. This contract went into effect on February 12, 1919, and lasted through February 12, 1923. Just what became of the new association may never be known. No records exist showing their continued existence beyond this agreement. The contract dictated wage increases of one dollar for each subsequent year of the agreement. Members ratified the new agreement by a 64 to 3 vote (Minutes of special meeting of 2/9/19; Box 5, Folder 2).

At the union's regular May meeting, the ITU submitted a proposal for the 44-hour week to a referendum vote for all members. Those who voted at that meeting supported the 44-hour week 67 to 19. One month later, at a special meeting, the Job Scale Committee announced plans to seek a 50% wage increase because of the tremendous inflationary conditions in Columbus and elsewhere. The committee informed the union that newspaper publishers

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29 Economic Historian Stuart Bruchey (1990) notes that "(I)n contrast to the years 1914-1916, when the cost of living rose only a moderate 14.8 percent, the years between 1916 and 1920 saw it soar 83 percent. Food prices advanced 73.8 percent; clothing, 139.6 percent; housing, 31.8 percent; fuel and light, 58.6 percent; furniture and furnishings, 129 percent; and miscellaneous items, 77.8 percent" (p. 396). Similar figures were reported in the Bulletin (v. 8, no. 6, pp.
recently agreed voluntarily to increase wages by 20%; other trades had also been able to secure increases. After conferring with commercial shop owners through association, the union won a $4.00 per week voluntary bonus beginning July 12. Newspaper publishers, also acting through association, agreed to a $3.00 per week bonus, with all overtime work based on the scale in effect at the time. In other words, overtime wage calculations omitted the bonus. In return, the union agreed to waive the setting of foreign matrices during the bonus period beginning December 29 (Minutes of meetings of 5/4, 6/22, 8/3, & 12/7/19; Box 5, Folder 2).

For over a year that followed the payment of these bonuses, the local union and its members argued back and forth with the ITU on whether or not dues must be paid on such bonuses. The ITU argued in the affirmative, while members, whose real wages had been assaulted by the rising prices, argued against such a tax. More will be discussed about this matter in the next chapter.

Only when the commercial contract expired in 1923 did the issue of 44-hours come to the fore in Columbus. The Union Employing Printers' Association of Columbus, representing 96 journeymen and 11 shops, asked for a 48-hour week with an increase in wages. Spokesmen Karl Pfeifer, Walter Heer, and Mr. Perkins represented the employers during these negotiations. The union refused to sign a contract as proposed by the employers. After additional meetings, the parties finally agreed to a one-year deal which provided for less money per week but granted the 44-hour week. By a vote of 67 to 38, the local ratified the contract. However, the Schmitt Printing Co., John H. Heizer, and the Lemotypers—three shops not part of the association—refused to comply with

119-121, February 1920). The data used in the Bulletin were taken from a survey conducted by the national Industrial Conference Board from July 1914 through November 1919.
the 44-hour week, Saturday half-holiday. Despite unsuccessful attempts by union business agents\(^\text{30}\) to get these shops to sign, by March, the Executive Committee reported that 31 establishments had come under union contract, although two of them—Evans Printing Co. and Heinlen Co.—agreed only verbally (Minutes of special meeting of 1/29 & minutes of meetings of 3/04 & 4/1/23; Box 6, Folder 1).

Compared to other cities, the 44-hour struggle, was not much of a struggle at all in Columbus, nor was the 8-hour movement problematic in the Capital City. Through the collective agreement and a mutual philosophy of cooperation, the parties sheltered themselves from national battles between the ITU and the UTA. While there were minor exceptions to this cordial relationship, this chapter illustrates the parties' preference for conciliation over arbitration, strikes or lockouts. The grievance procedure, as part of this larger labor relationship, reflected the cooperative relationship. Because shorter hours and higher wages were interest issues, they did not directly affect the grievance process. And because these interest disputes were not very severe, they did not spill over into

\(^{30}\) In the fall of 1903, the local union debated the issue of establishing business agents in the commercial branch. The union set up a Committee on Business Agents to investigate the matter. The need for business agents came from the "unequal conditions that exist" in Columbus's book and job trade. Although the union discussed the issue at length during this period, it took no further action. During the 1930s the union adopted some version of the agent system (Meetings of meetings of 10/4, 10/18, & 11/1/03; Box 3, Folder 1; telephone conversation with Gus Gassman, 10/28/93).

The building trades are perhaps more famous for the use of business agents than are printers. The chapel from of union government in the printing industry served the main purpose of business agents employed elsewhere: to police the labor contract and collect dues. According to Richard Schneirov (1993), the Columbus local of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada elected its first business agent in 1901. It is possible the Columbus Typographical Union, after hearing of the benefits of this union agent at a social gathering or a meeting of local trade unions, became more interested in this idea.
day-to-day shop affairs. Consequently, local traditions guided the grievance process along its evolutionary course, while shielding it from foreign threats.

**Contractual Language Related to Dispute Settlement Procedures**

In this section, contractual language related to dispute settlement procedures since the signing of the first newspaper contract in 1902 is traced. Much of the changes in language over time can be traced to developments occurring at the level of the ITU; this is most apparent in the cases of arbitration and discharge language (the latter is discussed in great detail in the following two chapters). Such changes reflected both internal ITU political struggles and larger printing industrial relations.

Despite some of the provisions for certain procedures and mechanisms to assist in grievance adjustment (e.g., joint committees), actual practice did not always adhere to the methods set out in the contract. For example, the first newspaper contract called for the joint resolution of grievances along with procedures for arbitration; in practice, however, the union retained virtual control over the settlement of grievances and, only in about three cases, did the parties resort to arbitration. Yet when the parties invoked arbitration, they adjusted the disputes without recourse to a third party. What becomes apparent, especially in the next two chapters, is that reliance upon the language of both union constitutions and labor contracts can lead to false impressions of shop-floor interactions. With this caveat in mind, the evolution of dispute resolution language can now be examined.

The first collective bargaining agreement signed between the Columbus Typographical Union and the Newspaper Publishers' Association, of Columbus,
Ohio,\textsuperscript{31} took effect on April 7, 1902, for a term of five years, ending April 7, 1907. It also included provisions for the settlement of workplace disputes. A standing committee, comprised of two members from each party to the contract, shall be referred all questions which may arise as to the scale of prices hereto attached. The construction to be placed upon any clauses of the agreement, or alleged violations thereof which cannot be settled otherwise, and such joint committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement. Should the joint committee be unable to agree, then it shall refer the matter to a (local) board of arbitration, the representatives of each party to this agreement to select an arbiter and the two to agree upon a third. The decision of this board shall be final and binding upon both parties (Newspaper Agreement, Box 19, Folder 1).

In the event of the introduction of new machinery in composing rooms, a clause provided that "a scale of wages may be agreed upon by the joint committee of the parties to this agreement; but if no satisfactory conclusion can be reached the matter shall be referred for final settlement to a board of arbitration as above provide for."

Although a local contract, the ITU underwrote all local agreements.\textsuperscript{32} The Newspaper Publishers' Association of Columbus conceded jurisdiction and

\footnotesize{\textsuperscript{31} Members of the association included the Columbus Dispatch, William D. Brickell, proprietor; The Ohio State Journal Company; The Columbus Press, Ellis O. Jones, proprietor, and the Citizen Publishing Company.}

\footnotesize{\textsuperscript{32} Fagan (1930) notes that after 1899 a great number of agreements between local typographical unions and local newspapers or newspaper associations contained a clause similar to the following one from Columbus’s first newspaper contract: "This AGREEMENT, made and entered into this 7th day of April, 1902, by and between the Newspaper Publishers' Association, of Columbus, Ohio, comprising the Columbus Dispatch... The Ohio State Journal Company, The Columbus Press..., and the Citizen Publishing Company, through their authorized representatives, party of the first part, and the subordinate union of the International Typographical Union, of the city of Columbus, Ohio, known as Columbus Typographical Union No. 5, by its committee duly authorized to act on its behalf, party of the second part" (Box 19, Folder 1).}

Because the ITU president undersigned all local agreements, the publishers soon realized that whenever local problems arose, they would also
control over trade regulations governing the composing rooms to the ITU.
Interestingly, and consistent with the Wahneta's conciliatory approach, the ITU
agreed to protect the publishers from any union violations.

Commercial agreements written between 1903 and (at least) 1927
contained workplace dispute resolution language identical to the first newspaper
agreement, except that they did not discuss new machinery dispute procedures
(Commercial Agreements, various years; Box 19, Folder 1). Because the ITU
represented printers from both sectors at both the national and local levels, and
because the parties expressed no major problems in the newspaper branch, the
incorporation of similar language regarding the handling of workplace grievance
is not surprising. However, as discussed below, there were differences between
the two branches.

The second newspaper agreement was similar to the first one regarding
dispute resolution procedures. This agreement lasted between May 7, 1907 and
last May 7, 1910, a period of three years. Two new publishers joined the
agreement — The Press-Post Printing Company and the Ohio Sun Publishing
Company. Here too James Lynch offered his official signature to the agreement
guaranteeing harmonious relations between the parties (Box 19, Folder 1).

This local agreement specified local arbitration procedures identical to the
first contract, although it did not reflect the changes made at the international
level. For example, in the agreement effective between 1907 and 1912, the
local boards were to be composed of an even number of representatives, having
done away with the neutral party. This change removed some of the burden on
the national boards by creating a local environment conducive to conciliation.33

have to withstand the power of the national body as well as the local one
(Fagan, 1930)
33 No comparison can be made with the commercial sector because the parties
did not sign an international arbitration agreement.
Although not all of the newspaper contracts have been saved, those written between 1910 and 1926\textsuperscript{34} indicate no new language regarding the settlement of local disputes. However, the newspaper agreement in effect between May 8, 1926 and May 7, 1929, made the first mention of the Joint Standing Committee (previously referred to as a joint committee). The Joint Standing Committee also had four members, two from each party, but there were notable differences as the language illustrates:

In the event they cannot reach an agreement, the four so appointed shall select a fifth member, who shall act as chairman. To this Committee shall be referred all questions arising as to the interpretation of any of the terms or conditions of this contract, the four members shall appoint within forty-eight hours of the time the issue is raised and the fifth member shall be agreed upon within ten days. Every effort shall be made by the Joint Standing Committee to arrive at a speedy determination of the issue involved.\textsuperscript{35}

If an arbitration contract is made during the life of this agreement between the International Typographical Union and the American

\textsuperscript{34} Only the following contracts were found in the minutes books during these years: 5/7/10-5/7/12 (Minutes of meeting of 4/3/10; Box 4, Folder 2); 5/7/13-5/7/17 (Minutes of meeting of 7/6/13; Box 5, Folder 1); 5/7/22-5/7/24 (Minutes of meeting of 4/12/22; Box 6, Folder 1); and 5/8/26-5/7/29 (Minutes of meeting of 7/4/26; Box 6, Folder 2). The Dispatch, Citizen, & Ohio State Journal were part of these and all other contracts until 1959, when the Dispatch and Journal merged.

\textsuperscript{35} The newspaper agreements of 1935-1936 and 1937-1939 added the following to this section: "Under all circumstances business shall be continued without interference or interruption in a regular and orderly manner until all differences are settled by conciliation or arbitration. All decisions of the Standing Committee shall be final and binding on both parties."

The two contracts in effect beginning 1943 and ending 1945 deleted "All decisions of the Standing Committee shall be final and binding on both parties," because it added a clause on the any future proposed international arbitration agreements. However, after President Randolph erased forever the possibility of a renewed international agreement in 1945, local contracts substituted the following clause after "... until all differences are settled by conciliation and arbitration": "Provided, that local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration. The conditions prevailing prior to say any such dispute shall be maintained until decided as above provided" (Newspaper Agreements, various years; Box 19, Folder 1).
Newspaper Publishers' Association, the parties hereto agree to accept and execute such contract, and in that event any controversy arising respecting the terms of the new agreement which cannot be settled by the Joint Standing Committee shall be referred to arbitration as provided in the International Arbitration Agreement; but in any event work shall not cease until a new contract is finally concluded. In the event a settlement is not reached in ninety (90) days, the matter shall be settled by a local board under conditions which have prevailed between the Columbus Typographical Union No. 5 and the Publishers' Association in Columbus in the past (Box 19, Folder 1).

Compared to the earlier reference to the joint committee, the latter Joint Standing Committee, unless a new international arbitration agreement became effective, would, in effect, transform itself into a local board of arbitration—without the contract explicitly indicating so. In contracts made between 1937 and the early 1940s, the language read that in the event that no new international arbitration agreement is signed, "then arbitration shall proceed in accordance with the code of the 1917-1922 agreement between the A.N.P.A. and the I.T.U." (Newspaper Agreement, 1937-1939; Box 19, Folder 1).

In the contract that went into effect on October 3, 1945, through October 2, 1946, the section related to the Joint Standing Committee added a new clause, which followed a discussion of continuing work without interruption until the parties resolved the dispute by conciliation or arbitration. "Provided, that local union laws not affecting wages, hours or working conditions and the general laws of the International Typographical Union shall not be subject to arbitration" (Box 19, Folder 1). This change reflected events occurring at the national level and ITU President Woodruff Randolph's declaration that effective July 25, 1945, no local contracts could use the old code of procedures from the last international arbitration agreement, 1917-1922. Consistent with Progressive Party philosophy, the ITU excluded its general laws from negotiations and arbitration.
The newspaper contract beginning 1949-1951, for the first time, provided a separate section (No. 11) for the operation of the Joint Standing Committee. The major change in this clause, compared to earlier ones, dealt with the selection of the fifth member of the local arbitration board. Whereas previous contracts did not discuss procedures should the parties fail to agree on the neutral member, this agreement specified the following: "If the four cannot agree upon the fifth he shall be selected by the United States District Judge sitting at Columbus, Ohio. The decision of this board shall be final and binding upon both parties." This contract signified another change from past practice as well: The Dispatch, The Citizen, and the Ohio State Journal no longer signed contracts through the Newspaper Publishers' Association of Columbus, but instead did so as individual entities (Box 19, Folder 1).

The 1940-1941 commercial contract made the first mention of the Joint Standing Committee. Although the language was not identical to that of newspaper contracts concerning the Joint Standing Committee, it was very similar. There was, however, a major difference between the two branches in case of a deadlocked committee: The commercial contract added a separate clause relating to arbitration.

The Board of Arbitration consisted of five members, two from each party, and a fifth member, chosen by the other four persons, within five days. The fifth member acted as a chairman, and could vote on all questions. However, this person could not be a member of either the union or the employer association. Testimony, presented in any form as directed by the Board, had to be presented to the Board within 10 business days after the due notice. If either party failed to

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36 Only in 1955 did the Joint Standing Committee clause receive its own section (No. 14). Section 15 discussed the procedures for arbitration.
do so, the Board proceeded to settle the case with the evidence in its possession at that time.

"The decision of the Board of Arbitration shall not be governed by strict legal rule but may be based upon any logical evidence which the Board may deem to have probative value. Said decisions shall be final and binding on both parties to this Agreement." In addition, ITU laws as of January 1, 1940, and the laws of the local union, were not subject to arbitration (the date being updated to reflect the year of the most recent contract). In fact, the contract permitted both parties "to at any time adopt laws for the government of its own members and regulations of any character, which do not affect wages, hours or working conditions..." Only contract-related items could be arbitrated. Finally, each party paid its representatives, and shared equally the arbitrator's fee and other administrative expenses (Box 19, Folder 1). No sound explanation of the variance in language between the two branches of the trade in Columbus can be given. Between 1902 and 1959, an arbitrator settled only one case. The few cases that invoked arbitration procedures before 1920 were confined to the newspaper branch and did not require outside intervention for settlement.

Overall, while there were similarities in the language written into contracts covering both branches, the differences reflected the parties' experiences and methods of working out solutions to problems that, in many cases, reflected the peculiarities of the two branches. The subsequent chapters provide evidence of such differences. Certainly the size of the shop played a role: smaller commercial offices were more likely to resolve disputes informally.

A review of industrial relations affecting the ITU during the first 40 years of this century reveals a period of both peaceful coexistence and sometimes
intense conflict, depending on the branch of the trade and the period under study. While this may be a generalization, the experiences of locals like Columbus, require the statement to be qualified. To some extent the Columbus union felt the effects of these major industrial relations events, but it did not participate in the intense, long strikes as did locals from larger cities such as New York, Chicago, or Detroit. For the most part, these cities had cohesive, antiunion employer associations in both the printing trades and in general. While there was some antiunion employer groups operating in Columbus, there activities were either short-lived or limited in influence.

The Columbus union experienced more directly, however, a variety of changes in contract language as either ITU politics or national labor relations in the industry changed. However, the language itself overstates the "true" effect on workplace relations. When contract language pertaining to arbitration is traced, one gets the impression that the parties made extensive use of it. Yet nothing could be furthest from the truth. Similarly, language dealing with the operation of the Joint Standing Committee (in some form) has existed since the first collective agreements signed in 1902 and 1903. Here again, joint committees spent little time solving disputes. In practice, despite procedures for the joint resolution of workplace disputes, most grievances progressed through the union's internal grievance procedure. After 1940, employers in both branches became more active in resolving grievances, but the internal grievance procedure still dealt with the majority of cases.

This chapter demonstrated how the will of the local parties, from both branches, prevailed in maintaining a cooperative labor relationship in the face of intense external forces. The parties' resiliency to these forces is demonstrated in
the two subsequent chapters although, after 1940, the problem-solving approach to grievance handling is challenged by new external forces.
CHAPTER VII
GRIEVANCE SETTLEMENT UNDER COLLECTIVE BARGAINING, 1903-1939:
THE UNION MAINTAINS CONTROL

Union rules governing discharges and other priority issues have existed since 1890 when the ITU wrote its first priority law. The aims of this chapter are to describe and explain changes in the way both union and, later, joint agencies, processed discharge cases between 1903 and 1939. This will be accomplished, in part, by tracing changes in contract language related to discharges. Similar to the history of the international arbitrations agreements, the vicissitudes of ITU politics affected the evolution of discharge language, which was part of ITU General Laws.

The next section highlights the major issues and set forth the basic trends in grievance processing over the period. Not only are changes in the process investigated, but so too are the most contentious and/or enduring issues. One of the subthemes in this study is how, despite seemingly rigid work rules, the local showed a high degree of flexibility when solving problems; at the same time, it could also be very rigid and unforgiving to members and employers who evaded workplace rules and ITU laws.

In the third section, differences in the process and issues between the newspaper and the commercial branches are highlighted. While there were some common issues affecting both newspaper and commercial compositors, there were some differences that reflected the structure and organization of the
two branches. Cases heard by the Joint Standing Committee are also examined. The upshot of this investigation was that joint bodies heard few cases and made formal decisions in even fewer. Moreover, all joint body cases fell exclusively in the newspaper sector.

Finally, cases that were channeled through the union's internal grievance procedure to the ITU Executive Council are extracted from the total set of grievance cases and studied separately. These cases, while not representative of the universe of grievances, focus on a narrow set of topics that comprise the essence of the ITU's job control unionism or the control of job property rights. This investigation illustrates the development of a common law of the workplace. Parties to many of these cases made use of ITU-established precedents established in earlier cases in briefs submitted to the council. While local Executive Committee hearings were quasi-judicial in method, they did not match the degree of formality at this level. The ITU transmitted these decisions to all locals through its monthly publication entitled the Bulletin. Local union officers and members were not only kept up-to-date

1 For a more detailed treatment on job control unionism and the philosophy of the American labor movement, see Selig Perlman's (1928) "A Theory of the Labor Movement." Arthur Porter's (1954) "Job Property Rights" investigates the ITU's mission of protecting both individual and collective job rights through its laws and contracts. Both are invaluable sources on this topic.

2 The ITU first published this monthly in 1913. For about the first eight years the ITU did not assign docket numbers to cases. Local 5 preserved only a few editions of the Bulletin. However, because those cases appealed to the ITU Executive Council have been preserved and include case numbers, I was able, with the generous assistance of James Lovelace, current director of contracts for the Communication Workers of America's Printing Sector, to locate actual Bulletin summaries, especially for those from other jurisdictions used in support of cases involving the Columbus union.

Arthur Porter (1954) describes the legalistic pattern that has grown up around ITU Executive Council cases:
There is a hierarchy in the appeal mechanism within the union for the handling of individual and small group difficulties. Decisions are handed down by the Executive Council of the I.T.U. with the use of such techniques as docket numbers. Briefs are
on the latest cases decided by the Executive Council, but also with up-to-date information involving the general level of prices, wage adjustments, ITU law and contractual language changes, legal decisions, and editorials.

The Processing of Discharge Cases and the 1908 Denver Decision

The priority law of 1890 established four reasons for which workers could be dismissed: 1. incompetency; 2. violation of office, chapel, or union rules; 3. neglect of duty; and 4. decrease in workforce. Over the years, with only slight modification, this law remained unchanged.\(^3\) Initially, however, this law applied only to the newspaper branch.

Looking exclusively at the language of the priority law creates distortions in the actual practice of resolving grievances related to discharges. The political process within the union, and the relations with employer associations from both branches played important roles as well, although for discharges, the American Newspaper Publishers' Association (ANPA) was more responsible for the changes in the procedure.

During the presidency of James Lynch, the famous 1908 Denver Decision occurred through negotiations with the ANPA. Lynch headed the

\(^3\) A 1940 amendment dropped the 1921 provision that the local had to approve any office rule and substituted for it the regulation that no office rule could abridge "the civil rights of employees or their rights under accepted Typographical Union Laws". The 1940 change weakened ITU control over discharges, but it reestablished control in 1942 by the addition to the General Laws that any discharged employee should "have the right to challenge the fairness of any office rule which is applied to bring about the discharge." The effect of this was to make almost all office rules subject to collective bargaining, decision by local arbitrator, or the ITU Executive Council (Porter, 1954).
Administration Party, or the more conservative and conciliatory party. The Denver Decision arose out of publishers' dissatisfaction with the appeals process for discharges. Many local unions enacted supplementary local laws providing the chapel with powers to reinstate unjustly-discharged employees. Although the foreman was within his rights (under ITU law) to appeal the chapel's action to the local's Executive Committee, publishers protested the right of the discharged employee to be reinstated during the long appeals process. Specifically, they complained that chapels and locals, i.e., the union, were frequently injudicious and resisted even valid discharges. They also argued that composing room discipline was disrupted and the foreman's authority impaired because reinstated compositors could continue employment for upwards to a year, even if the union upheld the discharge.4

In 1908 the International Arbitration Board, acting without an impartial chairman, recognized the validity of the publishers' complaints and ruled that, pending final settlement, employers did not have to comply with a local's order of reinstatement, provided they assumed liability for lost wages if the employee was reinstated. However, it was not until 1913 that the ITU made the core of this decision explicit and known to all locals (Burns, 1942; Loft, 1944).

The ITU reproduced the Denver Decision in the Bulletin to assist local officers in carrying out the proper procedure. The decision read as follows:

The board agrees that the foreman of a composing room has the right to discharge for the causes enumerated in section 108 (changed to 106 soon after), general laws, International Typographical Union. The board also agrees that the chapel has the right to demand the reinstatement of the discharged employee, but that the foreman can not be compelled by the chapel to reinstate the discharged man. When the foreman refuses to

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4 Columbus's publishers, as this chapter will demonstrate, did not experience any great deal of problems in this regard. The union's minutes are virtually silent on publishers' complaints.
reinstate on the demand of the chapel then the chapel must take its case to the local union, through the usual channels, and if the local union sustains the chapel in its action, then the foreman, under International Typographical Union law, has the right of appeal (to the ITU's Executive Council). When the foreman declines to reinstate on the demands of the chapel, and the decision by the court of last resort reverses his position and sustains the reinstatement, then the office is liable to the man or men affected for all time lost. We further agree that the authority of foremen as set forth in International Typographical Union law must be sustained, and that the rights of chapels and members must also be sustained; and any attempt to evade the law on the part of a foreman, chapel or members is inimical to the peace and good fellowship now existing between the American Newspaper Publishers' Association and the International Typographical Union (1913, v. 2, no. 1, pp. 6-7).

When President McParland ousted the Administration Party's Scott in 1920, the progressives moved to discard the Denver Decision. As Lipset et al. (1956) make clear, with a change in ITU leadership came changes in labor relations and collective bargaining policies. At the ITU's 1922 convention, the Progressive Party repealed the Denver Decision and required foremen to reinstate the discharged employee, if ordered by the local union, pending final decision upon an appeal to the Executive Council. But when Lynch regained the presidency in 1925, he reinstituted the Denver Decision. With his defeat in 1926, the 1922 progressive ruling remained in effect in succeeding years, except where locals, by contract, agreed to binding joint standing committee decisions (Loft, 1944).

ANPA members were not completely satisfied with the Denver Decision because they disliked the risk of having to compensate an employee later reinstated for work not performed. In 1912, the ITU recommended a change in local procedures. The employer had the option of submitting discharge disputes to a local joint standing committee, with the provision for arbitration in case the
joint committee failed to reach an agreement. This procedure later became incorporated in local contracts with ANPA members (Burns, 1942).⁵

Locals and employers wrote three types of discharge appeals clauses after 1928. One type provided for a joint committee to rule on discharge cases, with reinstatement only after the committee voted to do so. A second type accepted the ITU's 1922 and 1927 negation of the Denver Decision and its total control over the process. In the third kind, contracts adhered to the Denver Decision, whereby the discharged person would not be reinstated until the ITU wrote a final decision (Loft, 1944).⁶

After 1928, constrained by the lack of control and time, ANPA officials implored their members to insist upon provisions for joint committee jurisdiction over discharges in their contracts with ITU locals. In 1915 only 11 contracts provided for such arrangements; in 1931, 134 (54%) did. By 1940, 69% of ANPA contracts provided for joint committees.⁷ Given the trend in these clauses, coupled with the 1947 Taft-Hartley Act which outlawed many of the ITU's workplace controls (e.g., closed shop), it is safe to assume that a great majority of, if not all, union printers faced the possibility of a joint conference if discharged (Burns, 1942; Loft, 1944).

The Denver Decision and subsequent changes did not directly affect the commercial branch, although, by mid-1950, the parties came to be governed by

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⁵ Despite contract language appearing in the 1937 Columbus newspaper agreement, the union retained complete control over the process until 1941 it and a group of employers argued over the proper procedure.

⁶ All controversies involving priority were not considered discharge cases by the ITU. Such cases could be appealed only through the union's internal grievance procedure because local joint standing committees did not have the authority to fix the priority status of union members (Loft, 1942).

⁷ Burns (1942) reports figures in actual contracts containing such clauses. For the year 1939, he reports the number of contracts to be 175 (compared to 78 in 1928), which represented about 80% of union compositors employed by ANPA members.
similar discharge contractual language. This was not the case in New York City, where employers demanded involvement in the interpretation and enforcement of contracts. Industrial relations in big cities such as New York and Chicago were more adversarial than in Columbus, having more active employers' associations that sought greater involvement in workplace matters. 8

A more typical but less highly developed form of dispute resolution operated in many other cities, notably smaller ones. In these cases, both sides were organized but the employers' association had less authority. Usually the association became more active during contract negotiations. In some jurisdictions, where reference to a joint committee existed, the parties made little use of it (Brown, 1942). The Columbus union's experience fit this mold. The Joint Standing Committee convened infrequently between 1903 and 1939. Yet even when it took a more active role after 1940, it was less important than the union as a tribunal for resolving grievances.

Brown (1942, p. 146) describes the way a typical joint committee operated:

When a joint committee gets a dispute, it seldom issues a formal decision, interpreting the obligation of one or the other side. More often the process is moral suasion or bargaining over what should be done. Sometimes the Association allows a discharge dispute to be decided through the union appeal machinery. Employers are disinclined to take the time or the responsibility to make the decisions, and in some cases they prefer to put the final decision up to the (ITU) international executive council (p.146).

This too typified the Columbus experience.

Brown (1942) argues that union and management representatives settled a majority of grievances directly in the plants. For example, in Chicago, a

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8 See Fagan (1930) for a discussion on the Chicago newspaper branch; Brown (1942) for Chicago's commercial sector; and Tichenor (1980) for the New York commercial branch.
city with a more active employer association than in Columbus, from 1930 through July 1939, only 24 total cases reached the Joint Standing Committee, in which it made formal decisions in only 4 cases. New York printers and their employer representatives experienced the same high degree of informality.

In short, even in the larger cities, with active employer groups, the amount of activity handled by the Joint Standing Committee was rather small. This, according to Brown (1942, p. 153), may be explained by "Long habits of peaceful adjustments based on common interest. Other explanations complement traditions. First, the smaller size of commercial shops also permitted a more informal approach to grievance handling, most likely leading to many grievances being settled directly between the employee and the foreman. Second, smaller shops tended not to be governed by bureaucratic rules and regulations. Finally, the commercial sector employed a more mobile, transient, workforce. The competitive nature of the industry and the short-lives of many of the smaller shops which teetered on the verge of insolvency, exacerbated mobility. If workers' grievances were not remedied informally and to their satisfaction, they might opt to leave the jurisdiction by virtue of a traveling card. In comparison, the newspaper branch was more stable and required greater numbers of employees to staff composing rooms. These jobs were also more rewarding.9

9 Maradie (1984) finds that for the period of the 1920s, there was high turnover in the commercial branch. While there were 67 commercial shops listed in the Columbus City Directory in 1919, by 1925, 23 of the 67 shops were no longer in existence, a loss of 34 percent. By 1930, 27 shops listed in the 1925 directory had gone out of business. Thirty-six new shops took their place. Of the original 67 shops reported in 1919, only 33 were still functioning in 1930, a 50 percent turnover. For the entire decade, 52 new shops emerged. Both union and nonunion shops were affected. However, of the 18 union shops in 1919, 11, or 60 percent, disappeared by 1930.

Columbus Typographical Union members were affected by the flux in the commercial branch. There were 378 members listed in the union's records in 1919. Over the course of the decade, 45 percent of the 127 newspaper
Local Language Related to Discharge

Despite the fact that not all contracts for both branches have been preserved, an understanding of the evolution of language related to discharges is still possible. No specific language regarding discharges existed in the Columbus Typographical Union's first newspaper and commercial agreements. However, over the years this changed.

In the first available newspaper agreement incorporating such language, the employer played no active role in the process, except through the foreman. Placed under "Miscellaneous," Section 44, of the 1935-1936 agreement specified:

When a member is discharged for any reason and such action is contested in behalf of the member affected, the contention shall be referred to the Chapel for decision. Appeal may be taken from the action of the chapel to the Union, and then to the Executive Council or Convention as provided in the laws of the International Typographical Union (Box 19, Folder 1).

Because the foreman was union member, he could make appeal through the specified union channels.

printers, 83 percent of 122 commercial printers, and 82 percent of 129 marginal (traveling printers who sought work in Columbus but who could not find permanent employment) were mobile. Further data manipulations revealed that mobility occurred at least twice as much among commercial printers and marginal printers as among newspaper printers. Moreover, the opening and closing of commercial establishments did not account for all of the mobility among commercial and marginal printers. "Even newspaper compositors were changing jobs in excess of the more stable newspaper office (the Dispatch). Clearly, the printing industry in Columbus could not provide enough jobs for the number of printers in the community; nor could union policies shield the membership from the instability inherent in this industry." (p.73). As a result, most printers elected to either take second jobs or leave the city. Of the original 378 printers in 1919, 15 newspaper printers, 20 commercial printers, and 52 marginal printers left the local during the decade, a total of 23 percent of the original universe of printers. Others paid dues and took jobs elsewhere waiting for conditions to improve or found jobs in the larger nonunion sector of the commercial trade.
It was not until the commercial contract of 1940-1941 that identical language appeared. Thereafter the language varied to reflect the different relations existing in the two branches. For example, in the 1949-1951 "Proposed Agreement"\textsuperscript{10} between the local and newspaper publishers, the first post-Taft-Hartley agreement, Article IV, Section 8, under a separate heading entitled "Discharge," reads:

The foreman may discharge (1) for incompetency; (2) for neglect of duty; (3) for violation of office rules, which shall be conspicuously posted, and which shall in no way abridge the civil rights of employees. A discharged employee shall have the right to challenge the fairness of any reason given for his discharge (Box 19, Folder 1).\textsuperscript{11}

The parties added Section 10 of the same article, "Appeal from Discharge," to address the proper procedure that an aggrieved employee could take to protest the foreman's action. For the first time, the contract provided explicitly, yet indirectly, for employer input in the process:

Any employee who has been discharged and believes the discharge unjustified shall have the right to appeal to the chapel. \textit{Either party may appeal from the decision to the chapel.} Should the fairness of any chapel reinstatement of a discharged employee be questioned by the Employer, the President and Secretary of the Union, at the earliest possible date, shall meet with two officials of the firm directly concerned. It should be the duty of the four above-mentioned persons to give consideration to the reasons given for the discharge; the facts concerning ordered reinstatement, and any other pertinent information. Their respective recommendation

\textsuperscript{10} The ITU and its subordinate unions signed proposed agreement in the years surrounding the passage of Taft-Hartley. The union did this for a couple of reasons. First, the union sought to preserve the closed shop declared illegal by the act; they could only accomplish this outside of the constraints of a formal contract. Second, ITU lawyers were not sure of the legality of its laws in general under the new law.

\textsuperscript{11} The fourth reason, that of reducing the force, was placed under the category of priority, although the clause was placed below that relating to discharges. The discussion above regarding the change in language owing to events taking place at the level of the ITU should be kept in mind when reading this section. For example, the origin of the sub clause "in no way abridge the civil rights"...was discussed above.
shall be made without prejudice. Either party may then appeal to the Local Union. From the Local Union appeal may be made by either party to the Joint Standing Committee, as provided elsewhere in the agreement (Box 19, Folder 1).\textsuperscript{12}

The wording of the clause is important, especially its usage of the word "may." The practice of processing discharge claims often deviated from the language of the contract. Discharge cases still proceeded through the union's hierarchy, reaching the ITU's Executive Council on a number of occasions. Relations between the ANPA and the ITU led to the rewording of local contract but did not affect local practices. It seems that the publishers in Columbus accepted the long-standing practice of the union handling discharges (and other grievances) within its own structure. But as the analysis below indicates, foremen were not always satisfied with the outcomes; they more than owners had contend directly with the source of difficulty.

The parties altered the newspaper contract's discharge clause during the subsequent three contracts—1951-1953, 1953-1955, and 1957-1959. The contract in effect from 1951-1953 had language identical to the 1949-1951 agreement with the exception that it altered Section 10 to provide for a time limit for filing an appeal: "...72 hours after receipt of notification of discharge." The 1953-1955 contract simplified Section 10, stating "Either party may appeal from the decision of the chapel to the Local Union. From the Local Union appeal may be made by either party to the Joint Standing Committee, as provided elsewhere in the agreement." It also maintained the 72-hour limit.

The 1957-1959 contract modified Section 8, "Discharge," of the 1949-1951 contract. After the part referring to the civil rights of employees, the parties added the following language: "In the absence of the foreman, the foreman in

\textsuperscript{12} italics mine.
charge of a shift may relieve an employee from duty for any of the above reasons pending further action by the foreman." The next part, "A discharged employee shall have the right to challenge the fairness of any reason given for his discharge," is identical to the 1949-1951 contract, but the later contract added the following: "Upon demand, the foreman shall give the reason for discharge in writing. Demand for written reason (s) for discharge shall be made within seventy-two (72) hours after employee is informed of discharge." Not only did the later contract confer, at least temporary, authority upon substitute foremen, it also made explicit that both the written notice of reason(s) for discharge and intent to appeal from the action of the foreman had to be completed within six days (or 2, 72-hour periods). Although the minutes do not explain the reasons for this change, both parties were interested in resolving grievances at the earliest date possible, at the lowest level. Those grievances unrelated to discharges were to be settled in a "reasonable period of time," while the ITU's rules provided for time limitations (various contracts, Box 19, Folder 1).

The parties altered commercial contract language related to grievances less frequently than agreements in the newspaper branch. The "Proposed Agreement" reached in the commercial branch in 1950 (-1952) specified the following in Article IV, Section 10:

When an employee is discharged for any reason (the four reasons stated above applied only to newspapers) and such action is challenged by the employee affected as being unjustified, an appeal may be made to the chapel of which he is a member. From the action of the chapel, an appeal may be taken by either the employee or the foreman to the local union and, if necessary, to the Executive Council of the International Typographical Union and a Convention, as provided by International typographical Union law.
While the commercial contract was similar to the 1935-1936 newspaper agreement in that the process remained internal to the union, it approached the 1949-1951 newspaper contract by making explicit that an employer representative—the foreman—had input in the process. In the 1955-1957 commercial contract, the parties first incorporated contract language calling for the joint settlement of discharge cases:

> It is mutually understood and agreed that in contested cases, every effort will be made through the office of the Secretary of the Union and the Secretary of the Employers' Association, to settle the issue without resort to the appeals provision of the I.T.U. laws. The officials referred to above shall have the right to investigate the facts covering such a discharge, to interview the parties concerned and to make their respective recommendations without prejudice (Box 19, Folder 1).

Similar to Section 8 of the 1949-1951 newspaper agreement, Article I, Section 5, of the commercial agreement incorporated language specifying the reasons for discharge and the right of employees to challenge the fairness of the foreman's actions.

In summary, employers and the union in the commercial branch attempted to adjust grievances informally and at the lowest level possible. Because economic conditions were more intense in this branch, efficiency considerations necessitated the quick resolution of discharge cases. In addition, the release of a competent printer could cause the shop to run shorthanded, thus hurting its ability to complete contracted work. This is just one plausible explanation as to why during the 1903-1939 period no discharge (and other cases, including priority) reached the ITU.

The next section investigates and analyzes grievances filed in the unionized print shops of Columbus between 1903 and 1939.
Grievances, 1903-1939

During these years the union encountered grievances that were both specific to this period and enduring. Examples of the former included unsanitary conditions, a bonus controversy, "phalanxing," the five-day week during the Depression, and Ted Silvey's priority. Alleged violations over wage and hour, ITU overtime, apprentices, matrices, and discharge and priority (the latter two first becoming important during this period) are examples grievances that transcended periodization. This section discusses the nature of these grievances and the implications for the evolution of the grievance procedure. Two important points are raised: first, on numerous occasions the local called upon ITU officers to lend advice and, second, the local exuded both flexibility and rigidity when settling workplace disputes. The Executive Committee settled most of the grievances placed in the union's minutes, although not always in a formal, impersonal manner.  

For example, when Ruggles-Gale compositors walked out over an unreported grievance in 1909, the Executive Committee paid a visit to management to resolve the problem. Although the committee succeeded in returning the men to their jobs, this case had greater implications for local labor-management relations. The union's officers, at the regular July meeting,  

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13 The local and/or employer also called upon the Executive Committee to clarify ambiguous ITU laws or contract language. For example, in May 1909, Chairman Whitney of the Press-Post chapel asked the committee whether or not a situation holder in another office was eligible to substitute on a Saturday night shift. The committee opined that working six days at a regular situation and then showing up at night as a sub violated the spirit of the law. However, it made clear its intention not to impair the employer's conduct of business when it continued: of course this should not be construed to mean that the office is to be handicapped for the proper number of men to get the paper out" (Minutes of meeting of 6/6/09; Box 4, Folder 2).

14 During the spring and summer months of 1909, during which time this walkout occurred, only three compositors were employed by the company. These men were John G. Knight, Maurice Stackhouse, and William Tomlinson (Dues Ledger, Oversize Vol. 7).
informed members that while it believed in following the word of the labor agreement, it also respected the rights of employers to conduct business without interruption. The walkout, in their opinion, did not accord with ITU or local laws, and took place in spite of the presence of the union's secretary who was on the grounds at the time. The officers offered the following as the most preferred course of action when a grievance arose:

If the members of that chapel had a grievance, a committee from that chapel should have taken the matter up with managers of the company, and failing to secure an amicable adjustment, should have referred grievance to the offices of the union for adjustment. Instead, the men walked out, retarding the work of the office, and, as a consequence, the offices of the union were compelled to interview the proprietors of the company, and apologize for the hasty action of the men. One bad effect will be that the proprietors will claim, and with some little truth, that we do not live up to our contracts, and have no control over our men (Minutes of meeting of 7/4/09; Box 4, Folder 2).

This case shows the importance of the grievance procedure not only in guaranteeing printers fair treatment at work, but also for maintaining amicable relations with employers—a goal that the local aspired to since 1859.

More important problems for the local concerned giving out work to substitutes in violation of the ITU's overtime law, the exchange of matrices, "phalanxing,"15 and poor sanitary conditions. By 1911 most sanitary problems

15 Phalanxing occurred when foremen gave out of six-day situations on seven-day papers; by rotating the off-day of regular employees, foremen could give almost full-time work to their most-favored substitutes. Ordinarily foremen hired regular situation holders for the full week of publication, and if the paper was published seven days a week, regulars gave out the extra day to chosen subs. All members had been limited to six days per week beginning 1890. Contests between local unions and foremen over hiring rights led the ITU in 1901 to pass an international law against phalanxing and the day-to-day selection of forces, and stipulated that foremen must give out enough regular positions to satisfy ordinary office needs. In later years this meant that they could not give out situations for less than five days a week. Initially six-days constituted the normal workweek (Burns, 1942).
had been adjusted, while phalanxing ceased to be an issue after 1920. Exchange of matrices disputes reappeared every so often but did not completely disappear. However, violations of the union’s overtime laws, priority, and discharge—in frequent during the first decade—increased in magnitude in the ensuing decades. Wage and hour issues continued throughout the one hundred years, but rarely caused major disturbances.

The exchange of matrices and the reproduction of ads continued to be problematic in the first decade of the new century, especially between 1904 and 1907. At the union’s December 4, 1904 meeting, the Executive Committee answered a question of whether the chapel or the local union had jurisdiction over borrowed matrices involving the composing room of the Press-Post. It argued that not only did the union have jurisdiction but that the ads had to be reset and paid for, with the money to be placed in the union’s sick fund.

At the January 1 meeting, the union announced that the paper refused to comply with the union's ruling. As a result, the union sent the case to the four-member Arbitration Committee. No formal arbitration occurred because the employers' representatives agreed that the company violated the contract, and that the union should be made whole (Minutes of meetings of 12/4/04, Box 3, Folder 1; 1/1 & 2/5/05, Box 4, Folder 1).

Between January 1905 and September 1906, the union reported a growing use of full-page reading matter matrices at the Press-Post, the Dispatch, and the Ohio State Journal. In the process, these Sunday papers decreased the workforces, both permanent and temporary. ITU President Lynch, whom the local contacted for his opinion, stated that the details of the

16 During the late 1940s and early 1950s, the Sanitation Committee, which had been going about its work quietly on and off for many years after 1911, was involved in sanitary problems at the F. J. Heer plant. These were the only other formal grievances related to sanitary conditions (Box 23, Folder 8).
case (not recorded in the minutes) placed this issue under the purview of ITU law and not the contract. According to Section 136, such type had to be reproduced in the office in which it was used. In short, the publishers violated law and the union implored them to discontinue this practice.

Problems related to the exchange of matrices continued through 1909. However, some grievances occurred when members charged other members for "blacksmithing,"17 or failing to reset ads in a professional manner (Minutes of meetings of 9/1 & 10/6/07; Box 4, Folder 1).

Phalanxing: Foreman Favoritism

The newspapers were also the focus of attention regarding grievances related to phalanxing. The first dispute arose at the Citizen in 1906, where the Executive Committee received a chapel appeal regarding Chairman O'Dea's decision that a foreman, under ITU law, Section 104, had the right to phalanx. Unable to agree on the construction of the section, the committee wrote a letter to President Lynch asking for an interpretation. Lynch's opinion supported O'Dea's actions. However, the local failed to resolve the issue until the Executive Committee first determined the exact number of situations in the office. While each chapel gathered information, the Executive Committee advised the union to appeal Lynch's ruling to the ITU's Executive Council.

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17 Sometimes compositors shirked their work because it was "dead copy" (or make-work). Although dead copy never made it to press, the union expected printers to maintain high quality work (Telephone conversation with Gus Gassman, 10/28/93). Chapel Chairmen, when made aware that blacksmithing was taking place, were expected to levy fines against those members found guilty of doing so.

For example, at the regular January 3, 1909, meeting, the Executive Committee reported that it had received complaints by members of the Press-Post and Journal chapels that members set ads improperly. In response, the committee wrote letters to the chairmen admonishing them to prevent blacksmithing and to levy fines where appropriate (Box 4, Folder 2).
(Minutes of meeting of 3/3/06; Box 4, Folder 1). The local never appealed the case to a higher union tribunal.

The problems of phalanxing reappeared in the spring of 1908 at the Journal, the Press-Post, and the Citizen. C. J. Babb, member of the Journal chapel, appealed the chairman's actions permitting phalanxing in the office. The Executive Committee sustained Babb and argued that the ITU permitted phalanxing only under unusual conditions which did not exist at that time. The committee based its decision on President Lynch's March 7, 1906 decision, in which he helped the local interpret Section 104, ITU General Laws. He argued in favor of temporary phalanxing "in order to reduce a greatly increased amount of advertising, or a reduction in the number of pages, or for any other cause that might on any day make it necessary to employ the full force. Where the phalanx is permanent—that is, where it runs from week to week, then it is in contravention to the law." According to Lynch's definition, similar illegal practices also occurred at the Citizen and the Press-Post (Minutes of meeting of 4/5/08; Box 4, Folder 1). Although the local reported no more problems with phalanxing until June of 1920, Lynch's 1906 opinion, in modified form, determined the outcome at the Citizen, Journal, and Dispatch chapels (Minutes of meeting of 6/6/20; Box 5, Folder 2).

Sanitation

Between 1909 and 1911 the local union engaged in a campaign to provide a clean, safe, and healthy workplace for all of its members. The major concern to the officers and the members of the union was the deadly effects of tuberculosis, or the "White Plague." Respiratory infections generally made
printers more susceptible to lead poisoning. Loft (1944, p. 75) describes the problem of pulmonary diseases for printers:

Scarcely any other occupation furnished so great a proportion of tuberculosis victims; investigations of the incidence of tuberculosis among printing craftsmen during the first decade of the century led clearly to conclusions that susceptibility to the scourge was purely occupational in character. Subsequent diminution in the death rate from tuberculosis was attributed to improvements in shop hygiene and occupational changes in general.

By 1925, pulmonary tuberculosis was only half as common in the printing trades as twenty years previous. For the period 1897-1906, insurance company data placed the proportion of deaths in the printing trades due to pulmonary tuberculosis at 38.6 per cent when the corresponding percentage in the general population was 14.8. Among occupied males in general in Ohio, 13.3 per cent of the deaths during 1910-1912 were due to pulmonary tuberculosis whereas 21.3 per cent was the corresponding proportion among compositors and pressmen.

While lead poisoning declined among printers after 1899, other workplace hazards, in addition to tuberculosis, remained problematic. Dirty washroom facilities, the lack of spittoons, improper ventilation, lead oxide and other industrial dusts, fumes, and gases contributed to printers' physical ailments. Accident rates were lower in newspaper facilities than they were in commercial plants, while pressrooms were the most dangerous places to work. In general, the accident record in the printing trades was better than the average for all of industry (Loft, 1944).

J. W. Sullivan (1905) adds additional concerns. He argues that the nature of typesetting work exhausted printers and brought upon physical ailment such as backache, varicose veins, and swollen feet, especially for the linotype operator, who remained cramped behind a desk, subject to heat and offensive gases, eye strain from electric lights, and numbness in the wrists from typing keys for long periods of time. The physical conditions of work—narrow, low-ceiled warehouse lofts, basements, attics, inner rooms of office buildings,
inadequately lighted and badly ventilated—were sometimes just as offensive to the printer's health and well-being.

Sullivan (1905, p. 442), a member of Local 6 of New York City, argues:

Released from the depressing atmosphere of the composing room after long hours of nervous tension, many an exhausted printer's one absorbing inclination is 'to take a bracer.' Unless he is a man of self-control, systematically conducting his struggle for life and health, he takes his bracer in some form of alcohol. From every point of view his habit is fraught with danger... The printer's danger is doubled with his allowance of drink. While the depression consequent on plumbism and vitiated air gives him a craving for alcohol, by a counteraction alcohol taken in excess predisposes him to plumbism. Here, indeed, is a vicious cycle.18

Despite sanitation and health problems in printing establishments through the first few years of the century, it was not until 1907 that the ITU established a permanent committee on health and sanitation. Most of the initiatives to improve the general conditions of the workplace, however, came from local unions. This was true for the Columbus union.

On February 7, 1909, at its regular monthly meeting, the union's new Sanitation Committee made its first report to the membership. It announced communications to 4 newspapers and 21 commercial offices. The committee met with 3 of 4 newspaper representatives concerning the threat of tuberculosis in their offices. The representatives accompanied the union men to the work sites and appeared surprised by the existing conditions. The Sanitation Committee's first recommendation to the union was to place cards in each chapel advising compositors not to expectorate on the floors (Box 4, Folder 2).

At the union's regular March meeting, the Sanitation Committee reported that Journal business manager W. T. Oberer announced arrangements to

18 Sullivan's argument that working conditions caused printers to drink may be stretching the truth. Before the introduction of the linotype, drinking and printing was not an uncommon combination.
install floor covering in the advertising composing room and to have experts on ventilation visit the plant to make recommendations for improvements. Two months later, the committee announced that the Heer Company and the Journal each spent $200 to improve the sanitary conditions of their offices. In addition, the Catholic Columbian had placed itself in good sanitary condition (Minutes of meetings of 3/7 & 5/2/09; Box 4, Folder 2). In November, after being unable to persuade the Citizen to improve sanitary conditions in its composing rooms, the Sanitation Committee reported to the union that it would present its case to the city's Board of Health if management did not act quickly to remedy the problem (Minutes of meeting of 11/7/09; Box 4, Folder 2).

Inspections of shops under the union's jurisdiction continued in 1910. In October Sanitation Committee representative Hartman reported he had visited 19 shops in the previous month and announced that the union had declared war on tuberculosis. His investigations discovered that where poor conditions existed, it was because of "either the carelessness of employees in spitting on the floor, walls and around type cabinets, or the lack of cuspidors." Open common water buckets posed additional health risks. To remedy this problem he recommended each office purchase individual cups and end water bucket usage. "A crock or jar with a spigot is much more desirable." In addition, he noted, the smaller shops, those with less than three machines, did not pipe their machines allowing for harmful effluence to escape into the lungs of printers (Minutes of meeting of 10/2/10; Box 4, Folder 2).

In November 1910, the Sanitation Committee passed a resolution, effective January 1, 1911, prohibiting the spitting on floors or walls in any composing. The union fined violators $.25 per infraction, with all proceeds going to the local's sick fund. Hartman reported in January 1911 that spitting
had been eliminated by 25%. How he calculated the figure remains a great curiosity (Minutes of meetings of 11/6/10 & 1/1/11; Box 4, Folder 2).

By December 1910, the Sanitation Committee's duties had become "business as usual." They were at times faced with recalcitrant employers, as in the case of the Heer Company's failure to install safety appliances and make general building repairs. The city building inspector, at the committee's request, ordered the necessary changes made. At the union's May meeting, the Sanitation Committee reported that Heer had fulfilled conditions of safety within their building (Minutes of meetings of 12/4/10 & 5/7/11; Box 4, Folder 2).

Conditions throughout the union's jurisdiction improved by the spring of 1911. The Sanitation Committee made progress regarding the installation of drinking cups, new floors, and general cleanliness, including changes at Heer and at the Journal. At a cost of only $.16 per cup, the union endorsed the committee's recommendation to install individual drinking cups in all large offices (Minutes of meetings of 4/2 & 5/7/11; Box 4, Folder 2).

The Sanitation Committee filed its last report during this period on October 1, 1911. At the meeting, the committee announced that it investigated the ventilation condition at the Dispatch, and that the management promised to install an exhaust fan within a couple of weeks (Box 4, Folder 2).

After 191319, the union co-wrote contract language providing for safe and sanitary conditions in all composing rooms.20 Although workers did get

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19 Between 1922 and 1951, newspaper contracts did not contain a sanitation clause. Perhaps because conditions had improved greatly the parties needed no language of the kind.

20 The first collective bargaining agreement containing language related to sanitation went in effect from 1913-1917 in the newspaper branch. Section 42 of the Miscellaneous category stated that "All composing rooms shall be kept in first-class sanitary condition. Floors oiled or scrubbed once each week; cuspidors cleaned each day; a perfect ventilating system installed (Bulletin, 1913, p.12; unprocessed records of local). In 1951's contract, Article IV, Section 11, Sanitary Regulations, noted the following: "The party of the first
injured and were protected by the union's sick benefit plan, the heavy activity engaged in by the Sanitation Committee between 1909 and 1911 was not repeated in later years.

**Bonus Controversy**

During the period 1920-1922 the union found itself in a series of disputes over the payment of bonuses in lieu of wage increases and whether they were subject to ITU dues and assessments. These grievances primarily involved some of the local's members and the ITU. Only indirectly were employers part of the bonus controversy. Trouble began on December 23, 1919, when employees of the *Journal* and *Dispatch*, owned and controlled by R. F. & H. P. Wolfe, received the following in an envelope:

> Having enjoyed a prosperous year, in which your help has been an important factor, and realizing the abnormal conditions now existing (high inflation), The Dispatch takes great pleasure in handing to you the enclosed bonus based on your earnings for 1919 (Letter to ITU's Hays, 1/19/20; Box 25, Folder 8).

The company paid each typographer on a per cent basis on 1919 earnings. Only employees who worked at least six months during the fiscal year were

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21 The Wolfe's also owned several branches of shoe stores around the country, including Columbus, and paid similar bonuses to those employees.
eligible. The union did not object to this method of payment but the printers viewed the bonus as a gift, not as regular earnings.

Unable to resolve the matter, the Executive Committee handed the case to the union, which, in turn, contacted the ITU's J. W. Hays for advice. Wolfe's newspapers were not the only local office to pay a bonus. The Columbus Blank Book Manufacturing Company also paid a bonus equivalent to a 10% raise, or $2.80 per week. Union members in this office, unlike at the Dispatch and Journal, paid the required dues and assessments on these earnings.

At the union's regular meeting in January 1920, members debated similarities and differences between the plans. In most respects both plans were alike, the only difference was that one was paid at year-end to certain employees, while the other was paid weekly and included all employees, irrespective of tenure. William Bird, the local's secretary-treasurer, located only one ITU ruling on this matter. That case, published in the 1911 Bulletin, involved Dallas Union No. 173. Unsure what to do, Bird awaited the Executive Council's ruling.

Secretary Hayes responded quickly. He wrote

The Executive Council has on several occasions ruled that a bonus comprises a part of the wages of a member and that dues and assessments must be paid thereon, regardless of whether the bonus is paid weekly or yearly. The assessments are due on the bonus after the same has been received by the interested member or member (Letter to Bird, 1/6/20; Box 25, Folder 8).

On January 12, by unanimous vote, the Executive Committee referred the matter to each newspaper chapel chairman. On January 14, the local sent a letter to Hays asking him for the citations of all related cases. Hayes's reply indicated that the ITU's Executive Council had not officially ruled on an appeal

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22 I found no record of this decision in the local's manuscript collection.
but that it stood by its opinion that dues and assessments had to be paid on such bonuses.

On February 2, members of the two newspaper chapels asked the Executive Committee permission to present prepared statements in defense of their cases. The committee granted them the privilege of doing so. Two days later, the local, by majority vote, supported the chapels' argument that the bonuses were gifts and thus exempt from taxation. It contended:

It seems hardly fair to construe the money received by Columbus Dispatch and Ohio State Journal employees as other than a Christmas gift, when the third bonus of $3 was granted by all newspapers three days later. Other crafts employed on said newspapers receiving like sums of money consider same as simply a Christmas gift (Letter to Hays, 2/4/20; Box 25, Folder 8).

The Executive Council's response, relayed by Hays on February 25, was the same as before: dues and assessments had to be paid on all bonuses. It based its ruling on Section 1, Article IX, of the ITU's constitution under the head "Revenue and Funds." Failure to submit dues on time to the ITU Secretary-Treasurer resulted in the forfeiture of all ITU benefits. The local notified the Dispatch's Chairmen Bauer and the Journal's Needham the ITU's decision (Box 25, Folder 8).

The matter of the 1920 bonus controversy ended by February 1920, but a new bonus controversy emerged in the summer of 1922, under a different set of economic conditions. Whereas the first controversy grew out of inflationary conditions, the 1922 dispute emerged from depressionary conditions and the 44-hour strike.

The first indication that a new bonus controversy had arisen surfaced at the union's regular February meeting in 1922. At that meeting member H. R. Weise informed those present that although for the last three years newspaper printers paid dues and assessments on bonuses, some failed to do so for the
most recent bonus in December 1921. In Weise's words: "The (44-hour) strike being on at that time the dues would have amounted to a larger sum, and the chairmen of these two chapels have neglected to collect the dues on this bonus...In my mind and numerous other members I can see no reason why all members of these two chapels are not delinquent and subject to suspension" (Letter from Hays to Bird, 8/17/22; Box 25, Folder 8).

Bird, representing the local, in a letter to Hays, argued that the bonus was "a gift, pure and simple, "as indicated by the foreman who distributed the checks. In defense of the accused printers, Bird referred to similar Christmas bonuses paid at the Chicago Tribune and the Washington (D. C.) Star where no dues were collected (Letter to Hays, 8/22/22; Box 25, Folder 8).

On August 28, Hays wrote to Bird with the Executive Council's decision: "If members of the Citizen chapel did not pay the pension and mortuary assessments and the special assessment on the bonus referred to in your communication of August 21 the same should be collected for them..." Hays mistook the origin of the dispute but, after a series of letters, corrected the misunderstanding by substituting the Dispatch and Journal chapels for the Citizen. Nothing else changed; the ITU still required dues to be paid on the bonus monies (Letters from Hays to Bird, 8/28 & 8/30, and letters from Bird to Hays, 8/29 & 8/30/22; Box 25, Folder 8).

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23 The daily papers included the Dispatch, the Ohio State Journal, and the Citizen. The former two papers had been paying a bonus since 1920; the Citizen began paying printers a weekly bonus of 5% to equalize the pay relative to the other papers. According to Weise, only compositors at the Citizen paid added dues.
The Depression and Overtime Laws

Beginning in the 1920s, printers in Columbus sought to protect scarce jobs in a variety of ways. Grievances related discharges, priority, and overtime laws reflected members' desire for job security. When the Great Depression hit Columbus, the union formed the Unemployment Committee to maximize work time for union members.

The committee established that once a month journeymen printers, including subs getting full-time work, were to take one day off to allow less fortunate printers a chance to work. The union exempted commercial shops were exempt from this rule because they were "taking care of their own situation" (Minutes of special meeting of 12/19/30; Box 7, Folder 1). At times, members questioned this rule's application in the shop.

For example, at the Citizen chapel, William Fields appealed to the Executive Committee in response to a motion passed that all time given out in the office, either forced or voluntary, had to be turned over to its unemployment committee for distribution to subs on the preferred list. The Executive Committee sustained Field's appeal and recommended that the Citizen Unemployment Committee refer its case to the local's Unemployment Committee for a more equitable distribution of voluntary layoffs in the chapel (Minutes of meeting of 9/6/31; Box 7, Folder 1).

A related work-sharing scheme led to a dispute at the Dispatch. This plan involved a violation of the newly-established five-day week. To implement the five-day week, the ITU President Charles P. Howard and the ANPA agreed (passed by ITU referendum vote on June 24, 1933) that "any member working the sixth day shall be fined one day's pay at the scale of the union." The rule exempted the foreman and one other man. The Five-Day Week Committee
found that superintendents, foremen, and machinists were taking advantage of the exemption and ordered one of them to lay off starting the next financial week. The committee instructed the chairman to police the agreement and, if necessary, to collect any fines (Minutes of meeting of 8/6/33; Box 7, Folder 1). As in the past, the local created an ad hoc body in charge of resolving disputes related to peculiar circumstances and of particular interest to the union at the time. Even this late in the union's history, it added new steps—however temporary—to the grievance process. Such a move proved beneficial as this new committee worked successfully throughout the Depression to settle many potential disruptions verbally, and on the shop floor. For example, the minutes for the June 4, 1933, meeting indicate that chapel chairmen reported compliance with the five-day week in newspaper offices, with only minor complaints settled within chapels, one step beyond the composing room floor (Box 7, Folder 1).

Overtime law violations were not confined exclusively to the newspaper trade. In the smaller commercial plants, enforcing overtime laws could affect office efficiency and the union was careful to consider management's need to do business.

However, it is not the intention of the union to jeopardize any office by forcing on an unusual number of substitutes and where, for example, two regulars may be employed on a specialized job and both with overtime, it would be very detrimental to the office if both of these men were 'bumped off' at once. One of them must put on a substitute and kill his overtime. When that regular returns the other must employ a substitute. Any switches that can be made by the office to smoothly work out the canceling of overtime by the employment of substitutes should be made (Minutes of meeting of 5/2/37; Box 7, Folder 2).

Even under trying economic and social conditions, the local respected the employers' rights to conduct business profitably.
The final unique grievance case also emerged during the Depression but was unrelated to economics. This case dealt with priority, but it was a special case because it was confounded by labor politics.

Priority, Politics, and Ted Silvey

In May 1937, a typical priority case came before the Dispatch chapel involving Emory Hursey and Ted F. Silvey. Although the initial dispute appeared typical in that the two men each claimed to be entitled to available work, the case was no ordinary one. Silvey, who missed work and theoretically should have forfeited his priority position, was also a local labor political activist, working for Labor's Non-Partisan League in support of President Roosevelt's Supreme Court reform bill. One year earlier he worked with the League's Ohio group to get Roosevelt re-elected. However, it was the affairs of 1937 that caused this dispute.

On May 2 Silvey wrote a letter to ITU President Howard explaining to him his political responsibilities and the fact that Dispatch Chairman D. Oakley Davies, permitted him to be absent from work without losing his priority standing. After working six weeks on political affairs, Silvey returned to the chapel, "opened my slip and worked again as a sub operator." During his absence, Davies wrote Howard confirming Silvey's exemption from losing priority. Howard, relying on Sections 5 and 7, article X, ITU General Laws, declared Silvey protected.

Silvey went back to work for the League in 1937 unaware that, in the chapel's view, his priority would expire after 90 days from the time he left. Being unsure how long the League needed his services, he asked Chairman Davies for a temporary absence under Section 7, Article X, ITU General Laws, and
each week renewed his absence by paying dues. Chapel members claimed that Silvey could be bumped according to Section 4 of the same article. The ninety-day deadline was scheduled for May 6. Silvey, summoned to a special League meeting with persons from eastern states on May 7, could not open his slip before the 90-day deadline.

Although Silvey had Davies's support, he was unsure he had the chapel's. In addition, he stressed his desire to stay active in the labor movement when he wrote:

It is necessary that I specify that I am engaging my whole energies and all my time in the work of the League, and that I am not seeking employment elsewhere in the printing industry, or in any other field... I was offered a very attractive political appointment on April 13, but I rejected it in favor of staying in the labor movement. My determination is not to divide my loyalty in my service for workers (Letter to President Howard; Box 21, Folder 12).

Silvey, aware of the ITU's reliance on precedents (and probably a reader of the Bulletin) argued that Joseph E. Cohen, of Harrisburg, Pennsylvania, "is in a similar situation to mine, except that he has a more assured permanent position, and is an elective officer of the League in Pennsylvania, while I am a subordinate appointed officer with tenure undetermined."

On May 4, Howard agreed with Silvey that because his political activities were in the general interests of the union movement, "it is my ruling that you do not jeopardize your priority standing by continuing in your work." While Section 4 of Article X limited the period to 90 days in 12 months where a member engaged in work outside the trade if such work was not in the interest of labor, the union did not place a limit on work done in labor's general interests (Box 21, Folder 12).

In light of Howard's ruling, the Executive Committee, at a special May 18 meeting, passed a motion that the Dispatch chapel be upheld in its ruling in
support of Silvey's entitlement to his priority in the office (Box 7, Folder 2).

Seven months later, on December 30, the Executive Committee met in special session to consider Silvey's appeal from the chapel's decision which removed him from his priority standing. The committee "moved and seconded that the decision of the Dispatch Chapel be reversed, and that the ruling of the Chairman of the Dispatch Chapel be upheld, and that T. F. Silvey be restored to his priority standing in the Dispatch Chapel" (Letter of the Executive Committee to Chairman Frank S. Allen, Dispatch chapel, Box 21, Folder 12; Minutes of meeting of 1/2/38 Box 7, Folder 2).

This case is important for a few reasons. First, in conjunction with this 100-year study of grievances, one can see the extreme value of a steady position to the fortunate printer holding it. The affected members cared more about their immediate circumstances than of the strength of the labor movement and any future benefits to be derived from Silvey's work. As a matter of importance, the job was paramount. Second, while the normal steps of appeal seemed to be followed, local union politics may have played a large role in determining the outcome, even though Howard based his decision on ITU law.

After 1900, Columbus printers fought hard to retain scarce and steady jobs. In addition to priority cases, which reflected job control or job consciousness, other grievance issues signaled the same message.
ITU Overtime Violations, Priority & Discharges

The problem of union members in violation of ITU overtime laws emerged during the 1910s and continued in later decades. In some of these cases, the union relaxed its rules; in others, it took a firm stand against transgressors. Examples of both occurred in 1911. In the winter, a case came before the Executive Committee which involved an assistant machinist at the Journal alleged to have worked more than six days in the financial week. The committee found that although he sometimes worked more than six days per week, he worked only two days as a journeyman; the other days as an assistant machinist. Because the union governed journeymen exclusively, this man did not violate the union's laws (Minutes of meeting of 2/5/11; Box 4, Folder 2).

In the summer of 1911, a local ITU member alleged a foreman at an unidentified office (most probably a newspaper office) to have abused his power in two ways. First, he dictated which days printers could lay off; second, he hired substitutes. Both acts violated ITU law. The Executive Committee admonished the foreman to live up to the law and to see that printers gave out accumulated overtime (Minutes of meeting of 8/6; Box 5, Folder 1). In other cases, the union took no immediate action.

In the fall of 1911, the Executive Committee investigated alleged overtime violations at the Citizen, Journal, Dispatch, and possibly elsewhere. The committee found actual violations only at the Dispatch but initially took no action because it was a case of long-standing. The committee instructed the chapel chairman and foreman to enforce the six-day law and ensure work for substitutes by the union's next regular meeting. Members carried out the committee's orders without any difficulties. Although the details are sketchy, the
Executive Committee also ruled that subs had to be hired no matter the branch of the trade (Minutes of meetings of 9/3, & 10/1; Box 5, Folder 1).24

By the fall of 1914, the Executive Committee ruled that a slipboard system had to be installed in every newspaper office. Slipboards contained the names of printers in order of priority. When a printer chose not to work, he or she turned over the slip and allowed the printer next in line an opportunity to work. This system made it easier uphold the union's overtime law (Minutes of meetings of 8/2 & 9/6/14; Box 5, Folder 1). However, overtime violations continued for other reasons.

For the first time, the decade of the 1920s witnessed an upsurge in priority cases. Maradie (1984) offers an explanation for the upsurge in overtime and priority grievance cases. During the "Jazz Age" Columbus printers shared different experiences depending on the branch of the trade. While many hailed the 1920s were hailed as prosperous, only some of Columbus's printers felt that way. In the commercial branch, printers experienced great flux and mobility. In her analysis, the union was partly responsible for the differences:

24 In January 1921, the Executive Committee heard two cases from the commercial branch, one at the Linotype Company and one at the Bratton Letter Circular & Printing Company. Both cases involved foremen preventing workers from hiring subs for the seventh day. The companies argued they could not hire competent printers. Although the committee ruled that chairman should keep better records, they also understood the peculiar circumstances operating in the shops and took no action against the violators (Minutes of meeting of 4/3/21; Box 6, Folder 1). Two months later, the union again relaxed its laws in a case at the journal involving a Monotype caster who failed to put on a sub on his seventh day. The committee ruled that because it was a special line of work and a sub could not be secured, the caster did not have to hire a sub (Minutes of meeting of 4/321; Box 6, Folder 1).

Sometimes, however, members did not always evade the law without penalty. The local found members Trane and Howle, both of the Citizen chapel, for violating the overtime law. The committee fined both men one day's pay. In this case, the committee argued that "there is no beating around the bush in this matter. The law should either be enforced or it might just as well be striken from the books" (Minutes of meeting of 9/7/24; Box 6, Folder 2).
(T)here were not enough jobs available to Columbus ITU members during the Jazz Age. The printing industry was growing nationwide, as well as in Columbus. It would seem that union jobs should have become available. Although the number of union jobs did increase by fifty-five in the newspaper field, the number of union jobs decreased in union commercial printing and increased somewhat in the open shops as small print shops constantly opened and closed. Union policy over the years had segregated and intimidated numbers of journeymen and employing printers. Just as articulate and intelligent printers had seen and experienced the benefits of union membership, so had other articulate and intelligent printers been excluded from the protection of the union. Those excluded from the benefits of union membership were mainly those printers in the unstable commercial field (p.77).

From these conditions, it was not surprising that printers grieved over overtime and priority violations as they competed for scarce, valuable jobs.

The scarcity of jobs may have caused white male printers to exclude persons unlike them. While it is difficult to ascertain outright discrimination with any great degree of certainty, the case of Josephine Cordts, may shed some light on this issue. On November 10, 1930, Cordts appealed a priority case from the Journal chapel, which upheld the foreman's refusal to put her on a situation for which she claimed priority. She claimed to be a member in good standing and thus requested an Executive Committee hearing. The committee rendered the following decision, which stood in effect until reversed by a majority vote of union members at the next regular meeting: "That Mrs. Cordts be placed back to work at once according to International General Laws, page 66, Section One."

Despite the ruling, Cordts's problems continued. One week later the foreman discharged her for incompetency.

Again, Cordts appealed her case to the Executive Committee after lower tribunals failed to reinstate her. She asked for reinstatement to her rightful situation and for back pay for each night lost owing to the illegal discharge.

After investigating all persons involved, the committee, in a special November
19 session, decided that “the decision of Ohio State Journal Chapel in the case of Josephine Cordts be sustained.” But after the local granted her permission to defend herself, the committee reversed its decision. The Executive Committee then moved and seconded that she be returned to her situation in priority standing and instructed her to place her name on the slipboard pending appeal. In March the union reported that Foreman Tessier should reconsider his actions and return Cordts to second priority status; if he denied her rightful priority status, she could appeal to the ITU Executive Council. The union considered her failure to return her name to the priority list as a voluntary resignation. (Minutes of meetings of 12/7 & 12/19/30, 3/1/31; Box 7, Folder 1).

Cordts was not the only female to have this sort of trouble at the Journal office. Lillian Young’s case proceeded all the way to the ITU Executive Council. Yet even after the ITU ruled on the issue under appeal, she experienced some retribution by Tessier. This will be discussed in a later section.

Not only did printers file overtime and priority grievances with greater frequency during the 1920s, they also increasingly protested unjust discharges. From 1927 to 1929, in three of the four recorded cases heard by the Executive Committee, it upheld chapel discharges. Theses cases dealt with issues such as insubordination, neglect of duties, and neglect of work (Minutes of meetings of 5/1/27, 4/7, 9/1 & 11/3/29; Box 6, Folder 2).

The neglect of duty case is interesting because it was appealed to the Executive Committee, remanded back to the chapel for a vote, and then heard again by the Executive Committee. In the end, the committee overturned the discharge.

25 Her plea to the union may have been quite dramatic; unfortunately, the union made no record of her appeal.
The grievance originated on August 31, 1929, after the foreman discharged E. J. Lawder for neglecting to have a headline proved and proofread. Instead he "railroaded" it from his machine to the makeup without being ordered by the proper authority. This action caused a "damaging error" to appear in the headline of the Saturday, August 31, edition of the Journal. Lawder asked the Executive Committee for reinstatement with back pay on the following grounds: 1. that at the time he received the head, the foreman failed to order the matter to be proof-read or railroaded; 2. that in view of similar past situations wherein the appellant had railroaded matter at close-up time, a precedent (italics mine) had been established that the appellant should not be punished; 3. that the chapel decision should be reversed because he was not given a full and complete hearing in the meeting; and 4. that in the labor agreement, a clause provided that no member could be discharged for errors in railroaded matter.

The Executive Committee appeared convinced by Lawder's argument and sent the case back to the chapel, which determined by a secret ballot vote of 25 to 10, that Lawder should not be reinstated. Not convinced that the chapel provided a just outcome, the Executive Committee overrode the chapel and ordered Lawder reinstated with back pay (Minutes of meeting of 9/1 & 9/13/29; Box 6, Folder 2).

This case is important not because Lawder won back his job, but because more was learned about the procedure's subtleties. For example, one learns of the use of precedent in determining outcomes, the expectation of proper hearings by the chapel and the Executive Committee, secret ballot votes by chapel members, the remanding of cases back to the appropriate body in order to guarantee both procedural and distributive justice.
During the 1930s, discharges comprised the single most frequent type of dispute. While printers appealed a number of these cases to the ITU Executive Council, the Executive Committee heard most of them. An equal number of cases sustained discharges as were reversed. In only one case, did the local union make a final decision. This case is interesting because all other cases heard by the union eventually proceeded to the Executive Council, usually on the foreman's appeal.

In this case, the Citizen foreman removed Gilbert Belt after 90 days from a long stretch of work as A. W. Cordts' s sub. Belt appealed the chapel's ruling which sustained the chairman in taking him off his stretch as a sub. The Executive Committee sustained Belt, and after the foreman's appeal, the union returned him to his position (Minutes of meeting of 9/4/32; Box 7, Folder 1).

Another interesting and unique case involved Elmer Meadows and the Duplex Press Company. The company filed a grievance against Meadows after the chapel awarded him one day's wages after he had been wrongfully discharged. The Executive Committee met on May 29, 1933, and, in support of Duplex, ordered Meadows to pay back wages equivalent to one hour and fifteen minutes. The union held the money in escrow pending the local's decision (which went unrecorded) (Minutes of meeting of 6/4/33; Box 7, Folder 1). Both Belt (1925-1926 & 1929-1930) and Meadows (1941-1943) served as the local's president (100th Anniversary souvenir, 1959, Box 40, Folder 11).

Wage and Hour Contract Violations

Cases under this general category arose throughout the period. Next to ITU overtime, priority, and discharge grievances, wage and hour violations made up the fourth largest category. During the 1910s, in the years immediately
following the introduction of collective labor agreements, the Executive Committee, upon request, interpreted contract language related to overtime. For example, at the Heer Company, the Executive Committee found compositors working nine hours in order to get the whole of Saturday off. The committee informed the chairman that this action violated the contract, which provided for a Saturday half-holiday. Work in excess of eight hours per day required an overtime premium (Minutes of meeting of 10/6/12; Box 5, Folder 1).

At the Dispatch, in the fall of 1913, Chairman Frank Bauer, in what he deemed to be an emergency situation, permitted the office to begin a shift 30 minutes earlier than stipulated by the contract. Anticipating similar conditions during the upcoming busy season, Bauer brought the issue to the Executive Committee for an opinion. The committee reasoned that Bauer did not have the authority to abrogate the contract and permit an earlier start time (Minutes of meeting of 10/5/13; Box 5, Folder 1).

Chairman Bauer was not the only person unsure of the rules pertaining to overtime. Chairman James Meehan, of the Columbus Blank Book Company, asked the Executive Committee to interpret Section 13 of the commercial contract. The committee ruled that "All time over 8 hours is overtime, except as provided in Section 2, page 7, and shall be charged at the rate of price and one-half for all time so employed... A member does not have to work 48 hours before overtime section (13) applies. All time in excess of 8 hours (per day) is overtime" (Minutes of meeting 7/5/14; Box 5, Folder 1).

Similarly, the Executive Committee interpreted the newspaper overtime clause at the Daily Monitor during July 1916. Members asked if journeymen working 32 hours straight were to be paid overtime for all time after 8 hours. Chapel members worked continuously from Friday morning at 7 a.m. until 3:20
p.m. on Saturday. The committee ruled "That time worked after 3:30 p.m. Friday, July 7, until 3:30 Saturday, July 8, 1916, is continuous overtime, and must be paid for at the rate provided in Sec. 13, page 6, Newspaper Scale of Prices and Agreement" (Minutes of meeting of 8/8/16; Box 5, Folder 2).

Non-overtime pay violations took place at both commercial and newspaper shops during the period between 1903 and 1939. Typical cases involved printers paid below scale, owed back wages, or some other contract violation. Most cases were nondescript; other cases were more interesting. For example, in March 1922, the Executive Committee received a complaint arising out of the Phillips Company chapel, where certain members alleged that the company failed to increase wages to conform to the contract, effective February 12. Committee members visited Mr. Phillips and called to his attention that he failed to add $1.00 per hour to compositors' wages. Phillips stated that he would consult other Typothetae operators as to their action in the matter, but that his men were more than compensated via bonuses. During this depressed economic time the union was involved in its second bonus controversy.

The union was not impressed with Phillips's rationale and empowered the Executive Committee to demand the additional monies owed the printers of that chapel, effective from February 12. By the end of April, the Executive Committee reported that Phillips had complied with the contract (Minutes of meetings of 4/2 & 5/7/22; Box 6, Folder 1).

An odd case originated in the fall of 1926. The Executive Committee heard the case of George Duemmel in regard to back wages owed to him by the Phoenix Printing Company's president, general manager, and owner, H. W. Waters. At a special September 27 meeting, both Duemmel and Waters—as
was standard practice—presented their cases to the Executive Committee. On September 30, the committee voted unanimously:

That inasmuch as Mr. George F. Duemmel entered into an agreement with the Phoenix Printing Company, H. W. Waters, manager and president, in violation of Section 1, General Laws, ITU, Page 56, under sub heading Contracts, he has no standing in this Union in so far as his claim against said Phoenix Printing Company is concerned (Minutes of meeting of 10/3/26; Box 6, Folder 2).

At the November meeting, an unknown source informed the Executive Committee that Duemmel had failed to pay $12.30 in back dues on the wages received by the Phoenix Company since September 1923. On October 31, Duemmel wrote the committee claiming the company owed him overtime pay for a minimum of 100 hours or $187.50. He based his claim on the language of the commercial agreement related to overtime payment. Meeting in a special November 4 session, the Executive Committee adhered to its earlier decision and ruled that Duemmel's contract with Phoenix was illegal and thus he had no legitimate grievance to be remedied (Minutes of meeting of 11/7/26; Box 6, Folder 2).

Grievances under the heading of wage and hour included not only violations of wage payments but also infringements of shift start times. The plant of the F. J. Heer Company experienced a pair of such grievances.

Trouble began when Heer management, without notice, laid off compositors before the completion of their scheduled shift on November 11, December 24, and December 31, 1936. Protest among compositors led to a January 4 chapel meeting, at which the members voted unanimously that Chairman F. O. Entler collect for the members the balance owed for a full day's work on the three days. Members based their case on Section 13, Contract and Scale of Prices.
informing him that ITU representatives and the company had different intentions when they constructed Section 13:

At that time it was understood that no shop might employ a journeyman for a few hours, then lay him off. Under this interpretation the employer reserved the right to close down his shop, regardless of the number of hours worked, as was done on the three occasions in question, all members of the working shift being treated in the same manner (Letter of 1/6/37; Box 7, Folder 2).

On January 7 the Executive Committee rendered a formal decision and opined that the closing of the plant on the three occasions violated the contract. "However, since no protest was made the first time this occurred and at no time was protest made of the violations prior to the actual occurrence thereof, we believe that no pay should be awarded." The committee used this incident to castigate members for not being vigilant in enforcing the contract. It argued: "We are impelled to severely criticize the membership of the Chapel and the Chairman for not religiously enforcing ALL sections of the job contract. It is only by living up to the absolute letter of the contract that turmoil can be avoided" (Minutes of meeting of 2/7/37; Box 7, Folder 2). Sometimes members chose consciously to permit shops to circumvent the rules of the shop under unique or trying circumstances, although it is not clear if this occurred at Heer.

In July, the focus of the local's attention turned once more to the Heer shop, the largest job shop in Columbus. During the prior year the plant had operated on a five-day basis. After June 1 the company announced new hours—7 1/2 hours per day for five days. According to the union, these hours violated the contract which specified 8 hours per day. Chapel members argued that they were entitled to 8-hours pay, not 7. When the company refused this request, Heer members called a chapel meeting and appealed to the Executive
Committee. No one from Heer management attended the committee's hearing. Instead, Heer management agreed to abide by the committee's decision when they received the union's decision via mail.

The Executive Committee ruled that, according to the contract, under the five-day week, "no shift can consist of less than eight hours. Therefore those members of the Heer Chapel who were laid off at the end of 7 1/2 hours, June 1, are entitled to pay for this half hour lost." The committee, in helping Heer to reduce operating expenses, offered the company the option of layoffs for those lower in priority. In doing so, the company could offer the remaining force eight hours for five days. The company, not the union, did not want to reduce the force. Unable to reach a settlement, Secretary Bird, wrote to President Howard for his interpretation of Section 2.

Howard replied that the section's language was "about as clear as it can be written." Although the contract divided the workweek into five days of eight-hour units, it permitted the employer, when necessary, to "spread the 40 hours over six days by working less than eight hours, but the unit for the workday cannot be established at less than seven hours. The exception is Saturday, on which four hours is permissible." Howard continued:

It has never been held that an employer in a commercial office must keep his employees, or pay them when there is no work for the office to perform. It has been generally recognized that the office can be closed down and the entire force laid off for one or more days, or the force can be reduced by laying off those with lower priority standing... Under...section 2 it is apparent the employer was within his rights in limiting the workweek to seven and one-half hours (Letter of 6/15/37. Minutes of meeting of 7/4/37; Box 7, Folder 2).

At the union's regular September 5 meeting, the union read Heer's plans to change its hours of operation. The company assured the union, the Executive Committee, and members that the change would meet their approval under the
contract. Chapel members, in late August, demanded 3 1/2 hours back wages owed to them. The Executive Committee wrote Chairman W. M. Childers that their resolution had not gone through the proper procedure as prescribed under ITU law and suggested the following:

That you (Childers) put it through the chapel and get their voice in the matter. Then present the Chapel's ruling to the proper executives of the Fred J. Heer Printing Co. If, and when they refuse to allow the claim, then it can come before the Executive Committee for hearing. Until such procedure is followed, the Executive Committee is in no position to know whether the office refuses to pay the claim or not (Box 7, Folder 2).

Once more, the union made explicit the steps in the grievance procedure. Understanding the proper steps in the settlement of grievances is just as important as recognizing the union's desire to afford the shop an opportunity to respond to its rulings. Despite being an internal grievance procedure, the union made an informal attempt to involve the employer. Even though employers did not win a majority of grievance cases, the union concerned itself with balancing the rights of its members with those of the employer. Employers, for the most part, considered the process to be equitable; when they felt otherwise they expressed their discontent to union officers.

Summary of Grievances. 1903-1939

From about 1903 through 1920, the union's members grieved over a broad array of issues. Unique, but important, issues that came and went during this period included sanitary and health-related conditions, the bonus controversies of 1920-1922, and phalanxing. Issues such as matrices and advertisement reproductions, apprentices, jumping machines, work jurisdiction, and others continued in later years, although they never became the most dominant issues.
By the 1920s, a core group of grievances, related to both individual control and union control of jobs, came to dominate the subject of disputes. The union recorded priority, discharges, ITU overtime law violations, and wage and hour problems with greater frequency. During the decade of the Depression, discharges and priority complaints made up a little over half of all grievances. Moreover, while only 4 cases from Columbus found their way into the ITU Executive Council's dockets before 1920, this number increased during the next two decades, to 6 during the 1920s and 12 during the 1930s. These issues, discussed below, focused on a more narrow set of grievances; all related to the control of the individual's job.

Early in this period, the process by which the local settled grievances took on more formal characteristics. The union carefully adhered to the proper steps in the grievance procedure and refused to hear cases that failed to do so. In addition, the Executive Committee, which formed in 1885, came to bear great responsibility for handling and resolving most written disputes. While it was unable to resolve all issues heard in committee, it was successful in most instances. In terms of the process, the Executive Committee played a very important role. Although chapel chairmen and chapels probably resolved many more grievances (not written into the local's minutes), they might be biased in process. The possibility for personalities to creep in, and their narrow outlook at times made for problems in settling more troublesome issues. The Executive Committee, not immune to personality conflicts and other biases, made decisions affecting all local members. Its broader perspective permitted it to be more objective. Having all parties to the case present their respective arguments, through written briefs and the examination of witnesses, facilitated fair decisions to all parties to the grievance, even employers. Despite the
Executive Committee's best efforts, parties sometimes felt aggrieved. When they did, they could appeal to the union as a whole, the Joint Standing Committee (for alleged contract violations), the ITU Executive Council and, if they desired, to the ITU convention.

A Comparison Between Newspaper & Commercial Branches

Having categorized all recorded grievances, it is possible to discern similarities and differences in the type of grievances filed in both newspaper and commercial branches. Not surprisingly, all grievances over matrices and most priority cases originated in the newspaper branch. Newspapers used matrices almost exclusively during these years. Priority cases originated exclusively in newspaper offices because they provided stable jobs not found in the commercial shops. Smaller differences were found to exist relative to discharges and ITU overtime violations, although no commercial employees appealed discharge cases to the ITU. Wage and hour contract violations were more prevalent in the commercial sector. This result is not unexpected given the more competitive nature and tenuous financial situations of many job shops. The commercial trade witnessed more grievances arising over the deployment of printers to different job classifications. Commercial shops needed greater flexibility to complete their work, even if it meant violating union laws or the labor agreement. In newspapers, by contrast, work was more specialized and stable. Management apparently found it easier to use printers within their appropriate job classifications to a much greater extent than did the smaller commercial shops.

While the bonus controversies affected the newspaper offices more than they did the commercial shops, the sanitation committee worked just as hard to
obtain safe and healthy workplaces in both branches. Of course, the newspapers, more than job shops, could afford to make the necessary improvements.

Within the commercial branch, the Heer plant experienced the most grievances. Some factors can account for the greater amount of case. For example, Heer was more stable, whereas other shops went in and out of business with greater frequency. Heer was also the largest of the commercial plants, having more rules and procedures and greater personnel interactions than in smaller shops. Consequently, the probability of grievance cases was higher than in the smaller shops.

In the newspaper field, the Citizen office recorded the most grievances, including the most that proceeded to the ITU. After the Citizen, the Dispatch, and the Journal offices tallied the most cases. At the Citizen, priority, discharge, and ITU overtime violations occurred with the greatest frequency. At the Dispatch, issues pertaining to wage and hour, priority, and ITU violations of overtime dominated. At the Journal, where the number of grievances was less than at the other newspaper offices, ITU violations of overtime and, to a lesser extent, exchange of matrices and discharges occurred with the greatest frequency, although they did not amount to much. After 1909, the Press-Post ceased to have complaints arise from its chapel. The same for the Sun after 1907. While the Post went out of business in 1909, no record exists of the Sun in this regard. After these papers failed, Columbus became a three-paper city, through 1959 when the Journal and Citizen merged (Gutgesell, 1974).

The Joint Standing Committee's Limited Work
Between 1903 and 1939, the parties activated the Joint Standing Committee on rare occasions. Of the six recorded meetings, five pertained either to wage or some type of hours-related matter, including shifts. The other dispute dealt with resetting advertisements. All six cases were confined to the three major newspapers in Columbus—the Journal, the Dispatch, and the Citizen. After 1940, however, the commercial owners participated in joint committees, although not with great frequency. Before 1939 the Joint Standing Committee rarely made formal decisions. When compared to the post-1940 period, joint committee activity was relatively light between 1903 and 1939.

Before 1940, the parties, operating through joint committees, used conciliatory methods to settle workplace disputes; that is, they made few formal decisions (and only one outcome favored management). This approach mirrored the approach taken by the parties in their on-going labor relationship, having its roots in the nineteenth century. Although the parties continued to employ conciliatory methods after 1940, they were used with less frequency. Transcripts of the cases reveal a more contentious tone.

The first recorded meeting of a joint standing committee took place in 1914. In that year, from March to August, the local union and the Journal engaged in a dispute over the question of resetting Victrola advertisements, a foreign advertisement published by the Perry B. Whitsit Company. W. H. Ribel, business manager, argued that they published the Victrola and the Whitsit ads under two separate and distinct contracts, and thus they bore no relationship to each other. At the union’s April meeting, Ribel argued that the Dispatch’s Victrola contract was similar to the Journal’s and was not required to be reset. Unpersuaded by Ribel’s argument, the Executive Committee ordered the ads reset.
At the union's regular May and June meetings, after Ribel refused to comply with the committee's recommendation, the Executive Committee forwarded the case to the Joint Standing Committee. On August 21, two members representing the union and two from the Columbus Publishers' Association met as the Joint Standing Committee. This committee, according to the contract, could meet to discuss contractual-related problems that could not be settled otherwise. If the Joint Standing Committee could not resolve a dispute, the parties could take the case to arbitration. In this particular case, the committee agreed unanimously that beginning August 21, 1914, the Dispatch had to set the Victrola ads. Although not specified in the minutes, the union rested its claim on either Section 21 or 22 of the contract related to local and out-of-town advertising matter (Minutes of meetings 4/5, 5/3, 6/7, & 9/6/14, Box 5, Folder 1; Newspaper Agreement, 1913-1917, the Bulletin, 1913).  

The only joint hearing whose outcome favored management took place in the summer of 1927 at the Journal. The dispute involved overtime pay. The specific details of the case are sketchy. However, the record does indicate that the committee ruled that

When a permanent day force is employed on a seven day morning newspaper, Sunday being designated as a regular working day, and during the continued permanency of said day force, it is unanimously decided... under the Newspaper Agreement that Section 15 of the scale of prices does not apply. Provided, that in the case more men are employed than the number of regular situations on said day force, such added men shall be paid under the provisions of Section 15 (All work done on Sundays between the hours of 6 am and 6 pm shall be double price) (Minutes of meeting of 7/3/27; Box 6, Folder 2).

26 During the same year, a dispute over call-back pay at the Dispatch was sent to the Joint Standing Committee. However, in this case, the management of the newspaper agreed to pay the union the requested amount owed and the case closed without a formal meeting or decision of the joint committee (Minutes of meetings of 9/6, 10/4, & 11/1/14; Box 5, Folder 1).
Two joint cases heard during 1935 and 1936—the first dealing with work scheduling at the Dispatch, and the second with start time at the Dispatch—are significant because both committees deferred decisions to the local union's Executive Committee (Minutes of meetings 1/5, 9/6, & 11/1/36; Box 7, Folder 2).

The best explanation as to why the joint committees sent both cases back to the Executive Committee comes from the parties' history of conciliatory behavior and its preference for working out problems informally.

The final Joint Standing Committee meeting took place on September 4, 1938, and involved the Dispatch's failure to pay back wages owed to two apprentices. After the committee held a preliminary hearing with the two apprentices present, and made the "voluminous record" of the case public, it decided the case was "not properly in the hands of the Joint Standing Committee." Instead, ITU officers secured a meeting with the newspaper's business manager to present the apprentices' claims. The foreman was on vacation and could not attend the meeting. Upon his return, he claimed the office did not owe money to the apprentices.

On October 14, the Joint Standing Committee heard the case for a second time. The union's minutes fail to explain why the Joint Standing Committee heard the case again. Nonetheless, although the publishers' representatives—Mr. Camp of the Dispatch and Mr. Reck of the Journal—agreed to pay the back wages, they felt aggrieved in that the office was not permitted to hire an extra apprentice at the time they signed the contract on September 4, 1937. It was not until February, 1938, that the office hired an extra apprentice, at which time management placed all apprentices on five-day...

27 The publishers' representatives did not have to include a member from the office of the dispute. In this case, however, the Dispatch was represented on the committee.
weeks (Minutes of meeting of 9/4/38; Box 7, Folder 2). Just what difference this made is unclear; it would probably make more sense had the "voluminous record" been revealed in the minutes.

Placed in the context of the larger set of workplace grievances between 1903 and 1939, the cases which came before the Joint Standing Committee are no different from those resolved at lower levels. At the particular time at which they were heard, however, the persons involved could not come to a mutually agreed upon decision at lower steps in the process. In contrast to the discussion of grievances above, and those illustrated in the next section related to ITU Executive Council, cases involving joint committee do not reveal clearly the steps in the settlement process. The inability to define precise steps may be attributed to the informal and conciliatory approach taken by the parties acting in joint committees. For example, in a few cases the Executive Committee handled the matter after the Joint Standing Committee; in other cases details are sketchy. Labor agreements do not mention the role of the Executive Committee in steps either leading to or following the Joint Standing Committee's involvement. Contracts lump the Executive Committee and the local union together. As this study shows convincingly, the two bodies functioned separately. To treat the two as one, oversimplifies the grievance process and masks important distinctions. The contract mentions that appeals from the joint committee could be taken to an arbitration tribunal, although this rarely occurred.

Given the data through 1939, it can be argued tentatively that from the chapel an alleged contract violation by management unrelated to ITU laws, could be heard by the joint committee before either being appealed to arbitration or sent to the Executive Committee for action. It is unclear why such
choices existed, although the historically-cooperative nature of the labor-management relationship offers a hint.

**Appeals to the ITU's Executive Council**

Appeals from the local to the ITU's Executive Council related to ITU laws and rules, and concentrated on a select few issues. For example, the Columbus union's record reveals internal grievances pertaining to membership application, charges against fellow union members for unbecoming behavior, suspensions, and labor-management differences. While all of these issues were important to ITU members, grievances concerning labor-management relations are the sole focus. For the most part, these cases dealt almost exclusively with priority and discharge. To a lesser extent, and only during the period 1913-1924, violations of the ITU's overtime law made up the final grievance category.

Of the 22 total cases, 11 dealt with priority, 7 with discharges, and 4 with overtime violations. No cases originated from shops in the commercial branch. However, 14 of the 22 cases stemmed from disputes in the Citizen office, 4 from the Dispatch, and 4 from the Journal.

By analyzing grievances appealed to the ITU, additional insight as to how the grievance procedure operated can be obtained. The use of precedential cases, either within the Columbus union or in other typographical unions, offers an opportunity to witness the development of a common law of typographical workplaces. The development of this common law, occurred with little to no assistance from the courts or outside arbitrators. Because these cases could not be settled at lower tribunals, and because they focused on a core group of issues, the study of ITU Executive Council appeals cases permits
one to deduce the principles held in high esteem by ITU members. The preponderance of cases heard by the ITU related to "job consciousness." For example, the concentration of priority, discharge, and ITU overtime grievances lend some support for Perlman's (1928) argument that the American labor movement was "job conscious." Whether this holds true for other typographical unions is an empirical question.

The Cases

Although the cases may be combined to uncover patterns, almost all of the cases individually make important contributions to the understanding of the grievance process. For example, in F. O. Bower v. Local 5 (1910) the Executive Council,\textsuperscript{28} in attempting to resolve a discharge dispute, had to ascertain the two disputants. The council argued:

When respondent union approved the action of the Citizen chapel in reinstating C. W. Thomas, the latter passed out of the case altogether except as an individual ... No. 5 assumed full responsibility for the reinstatement, and in the event of appeal, as is now taken (by Foreman Bower), became the respondent. This is important in view of the fact that in cases of this kind the executive council must depend largely on the assumption that the respondent union would not assume so great a responsibility as to direct the reinstatement of a discharged member unless the union felt that the reinstatement was fully justified and was prepared to assume all of the effect that such reinstatement might have on the general well-being and destinies of the union.

The council dismissed the case. More important than the outcome was the reasoning for such decision. What was at first an unimportant and trivial incident in a composing room, through lack of self-control on the part of both parties, had been distorted into a "veritable tempest in a tea-pot." Each party

\textsuperscript{28} In the period before about 1920, the three members of the Executive Council wrote and signed all decisions. Those persons were: James Lynch, president; Hugo Miller, 1st vice-president; and J. W. Hays, 2nd vice-president. After 1920, the secretary wrote and signed all decisions.
sought to discredit the other with verbal assaults. According to the council, confusion could have been avoided if the local union "made answer on its own behalf instead of permitting (Thomas) to assume the task of replying to an appeal case in which he was interested only as a member and for the principle of which the union had assumed the defense." The council stood by the local's decision to reinstate Thomas. As part of its ruling, the ITU not only instructed local officers on how to process cases, it also admonished the parties to refrain from hurling verbal and literary assaults which work against peaceful intra-union relations (Grievance Files, Box 20, Folder 3).

As part of all written decisions, ITU officers informed the local's leaders that the council's decision took place immediately, and remained in effect pending reversal on appeal by the ITU convention. Appellants had to send notice of appeal to the secretary-treasurer within 30 days after the ITU's ruling. In no case could an appeal be heard at the succeeding convention unless a notice of appeal had been filed with the secretary-treasurer prior to the August 1 preceding the convention. Before 1913, the council required that all appeals to the convention be in printed form and of sufficient number to supply all convention delegates and officers. After Howard Berry et al. v. No. 5 (1913), the Executive Council ordered at least 400 copies be prepared for distribution (Grievance Files, Box 20, Folder 9).

The Berry case was important for another reason. In this case, the local fined nine men in the Dispatch ad room for violating the ITU's six-day law when they failed to give out accumulated overtime on the seventh day. The appellants pleaded extenuating circumstances in that the foreman required they not lay off as to do so would inconvenience the office. The Executive Council dismissed the appeal on the following grounds:
As a general proposition it is the policy of the executive council to allow reasonable latitude in an effort to assist offices in getting out their work as best suits their needs, but where equipment and space are so far lacking that it is necessary to force certain members to work continuously overtime and at the same time require the accumulation of large amounts of mats that should have been set when used, the council believes that the office should provide the remedy (Grievance File, Box 20, Folder 9).

As the local union often did, the ITU took care to show deference to the office's production needs. However, where management failed to correct either staffing or work-flow problems, the union was less considerate.

The first case to refer to a prior Executive Council decision involved Joe D. Johnson & Frank W. Willoth v. No. 5 (Case # 3935-E, 1924). These two Citizen employees appealed the local union's decision, sustaining the chapel chairman, to cancel the overtime of members following their lay-off for one night, on Labor Day, September 3, 1923. Johnson and Willoth claimed that this cancellation of overtime was irregular because no one benefited from the lay-off, and quoted in support of their contention a case reported in the Bulletin of December 1917—Arthur W. Gilbert v. Worcester Union No. 165 (Case # 2320-E).

29 This was also the first Columbus case to be assigned an official docket number. The ITU began this system between 1914 and 1917. Only decades later were these cases indexed officially by category and number. In earlier publications of the Bulletin, each edition's index listed cases by subject. Persons preparing cases for appeal probably had to spend a lot of time reading the Bulletin in search of supporting cases.

30 Gilbert was employed by the Worcester Evening Post. He had accumulated eight hours of overtime. Because the paper shut down on Memorial Day, he argued that this canceled his overtime. The chapel chairman, the Executive Committee, and the local union ruled that he had to engage a substitute. The ITU Executive Council stated that it had repeatedly ruled that overtime was not wiped out by shutdown or phalanx, and cited the case of Frank R. Miller v. Indianapolis Typographical Union No. 1 (Case # 2109, ca. 1915-1916) in support of its decision. It read: "Nowhere in International law is provision made for the wiping out of overtime on account of phalanx or shutdown, and to provide such a provision or to place such a construction on the law would simply be the means of opening the door to schemes for evasion of the law."
In Gilbert the appellant claimed that the shutting down of the newspaper on Memorial Day canceled his overtime, but the council ruled that this shutdown did not cancel accumulated overtime as no one worked on the newspaper the day in question. Because the Citizen did not close down completely on Labor Day, the Executive Council ruled that overtime should be canceled by one day. Thus, the ITU dismissed Johnson & Willoth's appeal (Grievance Files, Box 20, Folder 13).

In the priority case of Carl W. Speckman v. No. 5 (Case # 4133-E, 1925), the chapel chairman granted Speckman, a substitute holding priority at the Citizen, to seek work elsewhere. Speckman caught on at the Journal as a sub for an indefinite "stretch." However, the chairman at the Journal refused him permission to cover the machine because he held priority elsewhere. Although not specific in all details, the Executive Council "repeatedly ruled that regulars and substitutes holding priority in one office can cover machines in another office where a bona fide emergency exists and where no substitutes are available. A provision to this effect is included in the contract..." 31 Such was not the case at hand. The council upheld the union and dismissed the appeal (Grievance Files, Box 20, Folder 18).

Joe D. Johnson again found himself as an appellant in 1925. In Joe D. Johnson v. No. 5 (Case # 4147-E), an appeal to the ITU arose over the question of who was entitled to a "preferred (day)-shift" at the Citizen. Because he was the oldest situation holder, Johnson claimed priority rights. The Executive Committee could not to discern who was the oldest situation holder in the office

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31 In neither the locals' records nor in the Bulletin exist the actual citations of these prior cases. However, the significance is not lost: Whether explicit or implicit, the Executive Council adhered to quasi-legal precedents as guidance in writing decisions in appeals cases.
because of peculiar circumstances. Consequently, it decided that another ITU member was entitled to the position because he was oldest in priority according to the dates of entrance into the office. The local endorsed the committee's decision. From that action, Johnson appealed to the ITU.

In arriving at a decision, the council relied on Beck-Nixon v. Winnipeg Typographical Union No. 191 (Case # 4408-E, January 1925, Bulletin). This case ruled: "When a sub declines to accept a situation—whether it be because he can not capably fill it or for any other reason—the sub below him who does accept will thereafter hold the priority." The council argued that the oldest situation holder under the Beck-Nixon decision held priority, not necessarily the member longest in office, as the Columbus union had ruled. The council instructed the local to first find some means of determining which of the two members held what constituted a situation the longest, and then be governed by Beck-Nixon. Because the council received inconclusive evidence form the local, "it naturally declines to be a party to what might be an injustice to a member by making a decision" (Grievance Files, Box 20, Folder 19).

At the local's regular December 6, 1925 meeting, the Executive Committee filed a report which concluded this dispute. It voted unanimously that Stout held priority over Johnson, but that Johnson was entitled to the preferred day work because Stout relinquished his position to him (Grievance Files, Box 6, Folder 2).

In addition to illustrating the use of precedents, this case also revealed the ITU's deep commitment to procedural and distributive justice. Johnson may not have appealed to the convention because he perceived the process to be fair, even though the outcome was not favorable to him.
In each of the next two cases, one party or another made reference to the case of James S. Hesson v. St. Louis Typographical Union No. 8 (Case # 4717-E, 1929). In Elmer R. Koetz v. No. 5 (Case # 4789-E, 1930), the Dispatch laid off five situation holders in accordance with seniority, their names placed on the slipboard in conformity with their priority standing. A few days later, when the job required extra help, the night foreman, instead of first employing the member last laid off, hired the second man on the slipboard. The first man on the list called a chapel meeting in protest. While the chapel agreed with Foreman Koetz that "one night's work did not constitute an increase in the regular office force as set forth in both local and International law," both the Executive Committee and local union disagreed. Koetz appealed to the ITU.

In arriving at a decision, the Executive Council applied the reasoning in Hesson.\(^{32}\) Although the council sustained Hesson\(^{33}\) in his claim for lost pay, in

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\(^{32}\) This case involved priority on extra work. Hesson was laid off for one night to reduce the force. Ten days later, instead of Hesson, the foreman hired a substitute lower in priority. Hesson appealed, and based his claim for one night’s pay on Section 1, Article XII (Foreman), 1929 Book of Laws. In its defense, the St. Louis union emphasized what the local union and the publishers had in mind when they signed the contract—the right of foreman to control extra work. The local union rested its case on an excerpt from the report of ITU President Howard to the Seattle convention of 1929, dealing with the employment of subs as extras. According to the council, nothing was said about members who had previously held situations and had been returned to their place on the priority list as subs.

Referring to other parts of the union’s laws, the council argued that in employing as extras members who have previously held situations and have been laid off to decrease the force, (Section 3, Article XII) does give autonomy to local unions to establish in contracts provisions governing the disposal of extra work. It also gives foreman the right to put on as extra any substitute who has not (italics mine) previously held a situation, no matter what his priority standing may be. In other appeals involving this question the Executive Council has held that members discharged to reduce the force and returned to the priority list must be re-employed either as regulars or extras in the order of their priority upon work they are competent to perform and to which their priority entitles them before others may be employed (Bulletin, 1929, p.32).
the Columbus case, it argued that because the contract did not recognize departments, and because the contract did not require the employment of extras in priority order, it would adhere to Hesson. Consequently, the ITU dismissed Koetz's appeal and argued that foremen must employ as extras available competent members who have previously held situations and who have been discharged to reduce the force, in the order of their priority standing (Grievance Files, Box 20, Folder 22).

The Hesson case figured prominently in another Columbus appeal to the ITU almost one year after Koetz. This case is important for another reason: This was the first ITU appeal from Columbus involving a female compositor. In Lillian Young v. No. 5 (Case # 4943-E, 1931), plaintiff Young alleged violation of her priority rights after her situation at the Journal was laid off to reduce the force. When the foremen needed additional help, he "slipped up" an operator lower in priority than she. Both the starting and show-up times for the shift were 6 p.m. However, the foreman hired a substitute for that shift two hours earlier. Denied work, Young appealed to the chairman, and then to the chapel. Both ruled against her on the grounds "that the office had the right to hire help before the regular starting time... as the copy was emergency copy and the foreman did not have to send out for the priority sub while there was help on the floor."

The Executive Committee reversed the chapel's decision, but the union reversed the action of the committee, arguing "the only matter before the union

The Executive Council did not decide the Hesson case unanimously. Woodruff Randolph, although concurring with the rest of the committee, did so for different reasons. He argued that Section 1, Article XII, General Laws, provided very clearly that priority applied to extras as well as regulars. He stated: "I am aware that there have been decisions of the council holding to the contrary and believe the above decision partially corrects the error. The law should either be enforced as it is or the law changed so as not to apply to extras." Despite being constructed in 1890, the ITU's priority law was open to varying interpretations forty years later.
was whether the foreman had the right to hire before 6 p.m. on September 9, 1930, a sub who was on the floor." In addition, Young alleged three prior violations of her priority rights.

Secretary Woodruff Randolph, writing the decision for the Executive Council, concluded this problem could have been avoided had the local enforced proper show-up regulations. (The union did not permit subs to arrive at work until 10-15 minutes prior to the start of the shift.) In addition Randolph cited part of Hesson:

In other appeals involving this question the Executive Council has held that members discharged to reduce the force and returned to the priority list must be re-employed either as regulars or extras in the order of their priority upon work they are competent to perform and to which their priority entitles them before others are employed.

Consequently, the ITU sustained Young's appeal "insofar as the above direction and former decision of the Council may be applied." However the council denied her claim for lost pay (Grievance Files, Box 20, Folder 24).

Trouble for Young continued while the ITU processed her appeal. In January 1931, Foreman Tessier discharged her for incompetency. Just prior to this incident, Tessier also discharged Josephine Cordts for the same reason. In a 3-2 vote, the Executive Committee reinstated Young to her rightful priority standing. It also sustained Cordts in her appeal. Since the Executive Committee sustained both women in their appeals, Tessier may have had other motives in removing the women from their positions. During this time Tessier was brought up on charges of conduct unbecoming a union member, although the trial committee found him innocent (Minutes of special meeting of 1/21/31, Box 7, Folder 1; Grievance Files, Box 21, Folder 26).
With the exception of one case, all Columbus cases advanced to the ITU citing prior ITU decisions involved priority violations in one form or another. The other case involved a discharge. Ironically, in that case, the citation referred to another Columbus case.

In the final case, the appellant made reference to three prior cases. Not only was this unique, but the original grievant appealed the ITU Executive Council's ruling to the convention. Unfortunately, the outcome of the case could not be found.

In *W. W. Wever v. No. 5* (Case # 5987-E, 1935), Edward M. Karnes, an ad man at the *Citizen*, alleged that Foreman Wever violated his priority. He also charged Wever with conduct unbecoming a union member. At the union's regular September meeting, the local's trial committee found Wever guilty of the latter charge and fined him $100. By a vote of 75 to 2, union members expelled him from the ITU. As guaranteed by the ITU's due process, Wever appealed his case to the ITU. On December 31, 1935, the council issued its ruling in this case that incorporated both charges against the foreman.

At the heart of the charges against Wever lay Karnes's claim that Wever had deprived him of work when he switched operators to floor work. Karnes was first laid off during the bank holidays of 1933. After that time he had repeatedly been restored to his situation and later released as the volume of work fluctuated. The Executive Council, after reading the voluminous material, found nothing "to justify the conclusion that switches were made to either discriminate against the original complainant or to invade his priority rights." As a result, the ITU sustained Wever's appeal and reversed the locals' action. Unsatisfied with the decision, Karnes announced his appeal to the ITU convention at Colorado
In his appeal to the convention, the only case to stretch the grievance procedure to its capacity, Wever made use of three earlier cases in his defense. These cases involved locals from Tulsa, Oklahoma, San Francisco, California, and Waco, Texas.

In O. M. Harper v. Tulsa Typographical Union No. 403 (Case # 3864-E, n.d.), a journeyman sub claimed a day's pay after the foreman failed to hire him for available work. With lower tribunals ruling for the sub, Foreman Harper appealed to the ITU. Because the contracts did not recognize departments, in accordance with ITU law, the foreman could transfer members from one type of job to another for which they were competent to perform. The council ruled that the "foreman is required to fill a minimum number of regular situations, but can not be compelled to hire extra help to do work which his regular staff can complete." For this reason, the council sustained Foreman Harper.

In the second case, Clarence A. Davy v. San Francisco Typographical Union No. 21 (Case # 4087-E, n.d.), unlike in Columbus newspaper plants, the contract recognized departments. This dispute originated under the terms of the prior contract whereby regulars who worked as machinist-operators received a $3 per hour premium over the minimum scale. In the subsequent contract, the parties did not specify this wage differential. When the new scale went into effect, a member contended he did not have to work in both capacities for the same wage as other compositors; the local union agreed. On behalf of the management of the San Francisco Daily News, Foreman Davy appealed to the ITU.

The council, in sustaining Davy (and management), argued the following:
The chief purpose of recognizing departments in composing rooms is to give members an opportunity to establish priority in a particular department. There is nothing in the department system that restrains a foreman from transferring members from one department to another or assigning them to any work he sees fit to put them on. There is but one condition and that is that the foreman can not transfer a person to a department he is not familiar with and then declare him incompetent.

In the final case used by Wever in his defense, J. B. Smith v. Waco Typographical Union No. 188 (Case # 4153-E, n.d.), a machinist-operator claimed that he should have been put to work for the regular machinist who took the night off. The machinist-operator based his claim on his priority standing and because the parties did not recognize departments. The foreman placed a regular ad man in the machinist's position. Both the chapel and the union sustained the foreman's actions. Smith, the machinist-operator, appealed to the ITU. However, the council dismissed the appeal for the following reasons:

There is nothing in the "no department" system that compels a foreman to engage extra men on the slide night of regulars. A foreman under any condition is privileged to switch the men under him to any department he may see fit in order to secure maximum efficiency in the composing room. There is but one stipulation, to wit: the foreman can not transfer a man from one department to another with which he is not familiar and then declare him incompetent.

It is obvious that the ad man involved in this case is giving satisfactory service in the capacity of machinist on the regular machinist's night off. (Smith's) priority—his prior right to the first situation—is in no way affected by the plan in force.

The Wever case and the three used to defend his position demonstrate the quasi-legal procedures with its heavy reliance on precedents. These cases also illustrate vividly the trade-offs that the ITU faced in ruling on appeals: that between the job rights of members and the right of management to deploy labor efficiently. In all four cases, the ITU supported the foreman's right to produce work efficiently. These cases, in addition to the ones mentioned earlier and those to follow, show demonstrate that the ITU (and the Columbus union) took
management's interests into account, even though priority was an important principle defended strongly by the ITU and its members.

**Discharge Cases and the Issue of Drink:**

Of the seven discharge cases that worked their way to the Executive Council, four dealt with intoxication. Of these four cases, two sustained the foreman's discharge; one favored the grievant, and one was dismissed after the discharged member died.

**Citizen** Foreman Wever was at the center of attention in 1933 after he discharged Ralph Cease on February 11 for alleged intoxication. After the Columbus union reinstated Cease, Wever appealed to the ITU (W. W. Wever v. No. 5, Case #5534-E, 1933). Cease's problems began when he came into the composing room at 1 a.m., February 3, allegedly inebriated. While he did not deny that he had been drinking, he argued that there was no posted office rule which prohibited visiting during working hours.

On the night in question Cease entered the composing room in search of a $2 loan. Prior to coming to the office, he and W. Heinzen, after not catching work earlier that night, met at the Eagles lodge rooms and proceeded down the street to a tavern where they each consumed two bottles of beer. Broke on the

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34 The intention of this section is in no way to infer that drinking was a pervasive problem in the Columbus union; nor do I wish to label those discharged for intoxication as "drunks" or alcoholics, although perhaps a few were. However, the issue of drink becomes important when close to 60% of discharge cases appealed to the ITU were related to drink. These cases, unlike the other ITU cases, were filled with personality and, in some cases, sprinkled with humorous quotations. For these reasons, they are analyzed.

35 Cease was the local's recording secretary from 1943 through 1952 (100th Anniversary souvenir, 1959; Box 40, Folder 11)

36 According to ITU General Laws, the foreman could discharge for (1) incompetency; (2) for neglect of duty; (3) for violation of office rules conspicuously posted; and (4) for violation of laws of the chapel or Union, of which member had been convicted.
day before payday, Cease hoped that his fellow printers would loan him money. Both men hailed a taxi to Citizen office. Because he was extremely busy that evening, Blackburn, the night foreman, did not speak much with Cease when he and Heinzen arrived. During their brief exchange, Cease begged him not to tell Foreman Wever of his visit; Blackburn did not want this "unnecessary load" on his shoulders and told Chairman Karnes that he would report the incident. Testimony revealed that Cease did not cause a disturbance for the fifteen minutes he was in the office.

Testimony also revealed that the discharge may have been instigated by a comment Cease made about Foreman Wever at a chapel meeting earlier that evening. Unaware that Wever was standing behind him, Cease blurted: "Why isn't that hogheaded foreman over here at this meeting to hear what is going on." Wever did not respond immediately, but during Cease's absence from work the next week, owing to a fall on ice outside the Citizen building on February 2, he discharged him.

Notwithstanding Cease's position that "in previous cases of this type the members had been given a warning concerning coming into the office while drinking before being fired, and that (he) had not received such warning," the Executive Council felt that his statement was tantamount to an admission of guilt. It also ruled that all members were aware that office rules prohibited visitors during working hours. For these reasons, the council sustained Wever (Grievance Files, Box 21, Folder 1).

In a related case appealed to the Executive Council in 1938, D. H. Burgoon v. No. 5 (Case # 6392-E), Foreman Burgoon rested his defense on the outcome of Wever noted above. In this case, Burgoon discharged F. W. Willoth on October 20, 1937, for working under the influence of alcohol in the Citizen
composing room. On November 7, the local union voted to reinstate him to his former position. From that action, Burgoon appealed to the ITU. Willoth, in his testimony to the ITU, argued that he was not discharged for being intoxicated. Neither, did he claim, was he discharged for incompetency nor neglect of duty. Instead, he contended, Burgoon dismissed him for having the smell of liquor on his breath. And while Burgoon submitted as evidence printed work replete with Willoth's many errors, Willoth denied he was at fault.

In his appeal, Burgoon wrote of Willoth in the following way:

The discharged is a habitual and heavy drinker and has been discharged for the same reason by a previous foreman and reinstated, the case not being carried up. He is guilty of bringing liquor to work, drinking at work, before coming to work and drinking at lunch time. It is seldom that he is in other than a semi-intoxicated or fully intoxicated state, a fact well-known by all who work with him.

He was confined some two years ago in the State Hospital for over three months in an attempt by his wife to stop his drinking. He is worse now than then.

T. R. Ellis, president of the local, testified on behalf of Willoth arguing, among other things, that "It should not make a difference to the foreman or the office if a man has had one drink or 25 so long as he does a day's work."

Burgoon countered by stating that Willoth did not produce capable work under the influence of alcohol, and disliked Ellis's "High-handed way of taking over this meeting and believe it had a distinct bearing on the decision of the (Executive) Committee as the decision was not unanimous."

To provide a sound defense for his case, Burgoon argued: first, that he notified Willoth of his discharge "for working under the influence of liquor" and, second, he quoted the decision in Wever (Case # 5534-E, 1933):

The only defense offered is that there was no office rule posted prohibiting visiting during working hours and Fellow employees testify it is well known that the office prohibits visiting in the Composing Room while under the influence of liquor. The
preponderance of evidence indicates the member was under the influence of liquor at the time of the admitted visit and no reason for visiting the Composing Room at an early morning hour is advanced.

Burgoon also argued that there were now office rules posted covering this matter and that Willoth had been working under the influence of alcohol. Referring back to Wever (1933), Burgoon argued that the ITU sustained the discharge despite the inconspicuous posting of office rules and the fact that Cease was not working at the time. Although Burgoon's case seemed to be convincing, the Executive Council dismissed the case because Willoth died nine days before the council wrote its decision (Grievance Files, Box 21, Folder 14).

In yet another case, Foreman Tessier, of the Journal, dismissed P. V. Healey on January 17, 1934, for "drunkenness and jumping his job." The union, in concurrence with the Executive Committee, reinstated Healey to his job. Tessier appealed this action to the ITU (C. F. Tessier v. No. 5, Case # 5741-E, 1934). In his appeal to the ITU, Tessier highlighted the events leading up to the discharge.

According to the foreman, the trouble began on February 15, at 11 p.m. after he asked Healey if he wished to work seven days that week. Healey laughed and said, "Why, yes, if you want me." To avoid an infraction of slipboard rules, Tessier asked him to come back the next morning. When he arrived that day he was drunk and asked Tessier if he really needed him. Pressured to get out weekend newspaper supplements, Tessier needed all the help he could get. But realizing Healey was not fit to work, he sent him home until the following morning. Over the next two days, Healey failed to show up for work. As a result, Tessier pulled his slip from the board, rendering him ineligible to work. When Healey returned to work on Friday, Tessier advised him that he had
been barred from the office; Healey casually walked out of the office. Later, he
contested the foreman's actions on the grounds that Tessier violated the
slipboard rules, which the foreman contended had been practiced for years.

In his appeal to the ITU, Tessier regretted the discharge. He wrote:

Mr. Healey has been employed by the Journal off and on for a
great many years. He has been discharged for drunkenness and
charges incident to three times in the last five years. In each
instance the discharge was held off repeatedly thinking that he
would straighten up and become a dependable journeyman. He
had been warned repeatedly that the next time he flagrantly
violated the office rules against drunkenness or jumping his job he
would be fired for good... I wish it understood that there is nothing
personal in the discharge of Mr., Healey. I have tried my best to
make it possible for him to find regular employment in the Ohio
State Journal, but he has turned me down so many times that it is
impossible to continue him in the employ of the Journal.

In writing its decision, the council dissected the case into two parts. In the
first part which related slipboard hiring, the council found in favor of Healey;
Tessier had illegally hired extras. As to the charge of drunkenness, the council
reversed the local's action and sustained Tessier (Grievance Files, Box 21,
Folder 3).

A few years later, in D. H. Burgoon v. No. 5 (Case # 6789-E, 1940),
Citizen Foreman Burgoon discharged Fred Blackburn for intoxication.
According to Burgoon's testimony, this was his fifth discharge for intoxication;
two under the previous foreman. For each violation, the union barred Blackburn
from work at the Citizen for one year. With six months remaining on his last bar,
Blackburn approached Burgoon and explained to him how he had just lost a job
in Newark (Ohio) for being drunk, and said that he had learned his lesson and
was making an effort to stay "on the wagon" for good. In sympathy, Burgoon
permitted him to work in the office, provided he would never again show up for
work drunk. If he entered the office drunk, Burgoon promised to bar him for as
long he remained in charge. On June 20, 1938, Blackburn tested Burgoon and lost; he was discharged.

Although the union supported Blackburn, the chapel voted in favor of the discharge. On Burgoon's appeal to the ITU, the Executive Council argued that it could not agree with him that numerous charges for the same reason took the case out of the realm that might be termed "minor reason." It argued that intoxication alone is a "minor reason" for discharge for which the affected member pays the maximum penalty when he is barred from the office for a period of a year. Certainly any inconvenience the foreman may experience once a year is not a high price an office might pay to give a man another chance to make a "come-back.

Consequently, Burgoon lost the appeal and had to reinstate Blackburn (Grievance Files, Box 21, Folder 17).

In a somewhat unexpected finding, in six of the eight cases in which a foreman acted as the appellant to an ITU appeal related to intoxication, the council sustained the foreman; in a ninth case—the case involving Willoth's discharge and subsequent death—it is almost certain that the foreman would have been sustained. This finding lends even more support to the argument that both the union and the employers considered the ITU's internal grievance to be fair. Whether employers received similar consideration in other jurisdictions is open to further investigation. ITU politics did not affect outcomes as much as they affected the process.

Over the period 1903-1939, but especially after the mid-1920s, a broad array of issues gave way to a more narrow group of concerns. Disputes related to sanitation and bonuses were important to the union but each lasted for only a few years. Printers filed grievances related to priority, discharge, ITU overtime law, and wage and hour with greater frequency. As the years progressed,
printers forwarded more cases to the ITU Executive Council. For example, from only 4 cases before 1920, 6 cases reached the council during the 1920s, and 12 did so during the 1930s. These cases focused on a narrow core of grievances related to the union's control over individual and collective jobs. Priority, discharge, and ITU overtime law disputes comprised all of the cases heard by the Executive Council. From these findings, one may argue that Perlman (1928) was correct in his designation of the American worker (and his union) being "job conscious."

The ITU Executive Council and president also became more involved in the local's affairs in other grievance matters, especially when unique issues arose for which the Columbus local solicited advice. ITU involvement began in the late nineteenth century and continued throughout the twentieth century. In other words, local workplace disputes were not always resolved by local officers. ITU officers set precedents that other locals adhered to; Columbus was no exception—at least in priority cases.

When the two branches of the trade are compared, a few unexpected findings emerge. For example, given the more tenuous business standing of many unionized commercial shops, as compared to newspaper offices, it is no surprise that printers filed grievances dealing with wage and hour violations with greater frequency, although newspaper offices, at times, violated these rules. On the other hand, only newspapers violated the exchange of matrices and reproduction rules and the union's priority laws. While the latter may not be so obvious, given their small size, their high mortality rates, and a more mobile workforce (partly brought about because of the more stable conditions in

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37 Membership figures for the Columbus union show an upward trend line through 1959. Other than the obvious positive correlation, it is unclear, however, what effect this had on the number of grievances filed and/or those heard by the ITU Executive Council.
newspapers and the union's tight control over entry into the trade), priority grievances remained exclusive to newspaper offices. Another major difference between the two branches was that not a single grievance heard by the ITU Executive Council originated from commercial shops, in spite of the fact that discharges and ITU law violations affected both branches. Finally, each branch had one workplace that was more prone to grievances. In the commercial branch, the F. J. Heer shop registered more grievances than any other office. This could be explained by Heer's longevity and it being the largest of the shops. In newspapers, the Citizen office tallied the most grievances. While the Dispatch office was the largest, differences in grievance activity may be attributed to the nature of management, especially foremen supervision.

The analysis of the limited work of the Newspaper Joint Standing Committee yielded only marginal value. In terms of procedure, we are left with an incomplete understanding as to why the parties routed cases from the joint committee to the union's Executive Committee for final decision when the contract specified joint resolution. Although it is uncertain as to why no commercial joint bodies heard cases, the parties' preference for mutual problem-solving and the smallness of the shops could explain this outcome. In the commercial trade, it seems that traditions die hard.

In addition to the findings that only a select few issues proceeded to the ITU Executive Council for decision, all from the newspaper trade, the analysis of these cases facilitates a greater understanding of the whole grievance process. For example, had these 22 cases not been extracted from the total number of cases for the period, it might appear that the local union's Executive Committee was the most important body in the procedure. While this was certainly true at the local level where the committee was very active in interpreting and ruling on
many cases, at the level of the ITU the Executive Council established a common law which all locals were to adhere. And even though the union's record is not explicit, it was likely that the Executive Committee wrote decisions constrained by what the ITU had previously ruled, or would likely rule in a similar case.

The role of the Executive Council was also important for the following reasons: 1. The transcripts forwarded by the local to the council, and the council's formal ruling both helped to clarify the steps in the process. 2. A number of cases cited prior council rulings that were not only used by the parties to the dispute but also guided the council's decisions. Union printers and officers supported their arguments with precedents that the ITU published in the *Bulletin*. 3. Assuming that these cases were the most contentious and consequently the most important to the union, it can be argued that issues of job control was one of the most important principles that Columbus printers sought to uphold.

Although the union's grievance procedure became more formalized by the first decade of the twentieth century, the process was still evolving as late as 1940. It can also be argued that there was not one single grievance procedure. For example, when grievances arose over ITU law, the process remained internal to the union. Normally, the grievance first involved the chapel chairman, a chapel vote, hearing by the Executive Committee, a local union vote, appeal to the Executive Council and, finally, a decision by ITU convention. Where the grievance involved a contract violation, the Joint Standing Committee could get involved either before or after the Executive Committee. The Joint Standing Committee could elect to either make an informal or formal decision, pass the case to the Executive Committee, or dismiss the matter entirely. Either party had the opportunity to appeal to an outside arbitrator. In practice, while on a few
occasions the parties convened arbitration hearings, a third party never made a formal ruling.

Finally, discharge cases could either be handled internally or, if the employer preferred, could be forwarded to the Joint Standing Committee. From there, the case could proceed to arbitration.

Evaluating the effectiveness of the process is difficult to do. However, the evidence thus far provides an opportunity to make some tentative assessments. First, there was minimal strike activity for much of this period related to grievance adjustment. The only strike that occurred (in 1909 at Ruggles-Gale's 3-man shop) over grievances related to the more general shorter-hours movement and was short.

The grievance procedure, for all intents and purposes, remained a union-controlled device because both union members and unionized employers felt it to be fair. In exchange for abdicating its role in grievance handling, the employer expected the union to be fair to all parties. In practice, the local was extremely reasonable, especially where the employer made good faith efforts to uphold union laws and the labor agreement. When the employer proved to be "fair," local and ITU leadership often showed great deference toward the employer's business needs, and not always under emergency conditions. As this chapter demonstrated, the union often relaxed its laws and rules to assist the employer. Craft unions are often lambasted for rigid work rules; to some extent both ITU General Laws and the labor contract constrained the employer's freedom to make decisions unilaterally. In practice, the parties' extremely cooperative working relationship, and conciliatory approach to grievance adjustment, made those seemingly rigid work rules very flexible and

38 This occurred first in 1941 despite contract language permitting the parties to do so as early as 1937.
unencumbering. Whether other locals made similar concessions is questionable and will require comparative analysis.

During the final twenty years covered by this study, 1940-1959, the employer took a more active role in the grievance procedure, including at the level of the ITU. The next chapter investigates reasons for this and other changes in the grievance procedure.
CHAPTER VIII
GRIEVANCE SETTLEMENT, 1940-1959: THE EMPLOYER BECOMES MORE INVOLVED

This chapter investigates the changes in the grievance procedure from 1940 through the end of 1959. It also explores the changes in the process as well as the major issues confronting the parties. While some issues remained the same and some new ones developed, significant changes in the grievance procedure did take place. Changes marked a shift away from total union control of the process. While it is difficult to find direct causes for this change, external events, including labor relations outcomes elsewhere, played a large role.¹

The Major Issues, 1940-1959

A group of enduring issues continued to dominate the subject of grievances emerging from unionized typographical chapels in Columbus, Ohio. Foremost were discharge and priority cases. Similar to the previous period, 1902-1939, wage and hour and ITU overtime violations were next in

¹ The rise of industrial unionism in the United States and in Columbus, Ohio, especially after the building of the Curtiss-Wright factory at Port Columbus, may have changed newspaper and commercial owners' attitudes toward labor. Moreover, the government's involvement in labor affairs during and after WWII, culminating in the passage of the Taft-Hartley Act, the onset of the Cold War, and increased political conservatism gave employers a greater cushion in encroaching upon ITU rights and privileges. This is ironic since the war gave industrial unions increased power to attack traditional managerial prerogatives.
greatest frequency. Grievances involving apprentice regulations became more prominent than in past periods, mostly because of the effects of World War Two staffing on typographical labor markets—young apprentices being more prone to military draft than journeymen. Other grievances, such as those related to the exchange of matrices, questions of proper jurisdiction, improper hiring, illegal transfers, and poor sanitary conditions continued to be filed, although in absolute numbers these issues were small. New issues such as vacation time and call-back pay developed during this period, although they too did not represent a large number of cases. Because many of the grievance cases after 1940 were similar to those between 1902 and 1939, only unique ones are discussed below.

Newspaper and commercial branches of the trade did not witness an equal distribution of grievances either across issues or in magnitude. In general, newspaper officers tallied more grievances than commercial shops. Grievances involving priority, discharge, exchange of matrices, ITU overtime law, transfers, and vacations affected newspaper offices more than commercial shops. Apprentice considerations, jurisdictional disputes, and sanitary conditions were more problematic in the commercial shops. Disputes over maintenance of wage and hour standards and illegalhirings were divided evenly between branches. Even when certain grievance topics fell largely in one branch, such as priority violations in newspapers, they did not do so exclusively. The only exceptions were cases related to transfers (newspapers only) and sanitary conditions (commercial, and only at F. J. Heer).²

² The previous chapter discussed the formation and early activity of the Sanitation Committee between 1911-1913. The committee did not become active again until 1948. From 1948 through 1952, the problem of poor sanitary conditions plagued the office of F. J. Heer. Some of the problems included: dirty cuspidors; no closed doors or windows in the men’s restroom, which was located in the middle of the floor; insufficient ventilation; defective lighting
The Joint Standing Committees from both wings of the industry were more active after 1940 than before. Of about 20 total recorded meetings of joint committees, a majority involved disputes in the larger newspaper offices. There was also one meeting of the Joint Apprenticeship Committee. No single issue emerged as significant across these meetings. Instead a cross-section of cases involved such topics as discharge, apprenticeship, staffing, and contract language clarification. Two cases, both involving discharges, were very important to the evolution of the grievance procedure. Both are discussed below.

As in the previous period, local union members appealed cases to the International Typographical Union Executive Council. Council decisions were binding. Whereas 26 disputes reached the Executive Council between 1902 and 1939, 29 reached its docket from 1940-1959. As a ratio, twice as many cases reached the ITU during this period compared to the previous one. This ratio is less than that of the activity of the Joint Standing Committees.3

Of these 29 cases, 12 involved priority, 4 related to discharge, and 4 to ITU overtime law. While these particular subjects made up the universe of cases between 1902 and 1939, they comprised 69% of the total between in parts of the shop; and a blocked fire exit. The Sanitation Committee threatened Fred Heer, Sr., that if these problems were not adjusted to its satisfaction, it would request an inspection by the State Division of Safety and Hygiene (Minutes of meeting of 1/2/49; Box 9, Folder 1). In the summer of 1952, ventilation problems persisted at Heer. After a member registered a complaint with President Bauer, both he and the chapel chairman went to the State Industrial Commission to file a report and ask for an inspection of Heer and other shops (Minutes of meeting of 8/3/52; Box 10, Folder 1). The outcome of these cases is unknown. These cases were the only ones recorded during this period.

3 During the period, 1902-1939, only 7 cases reached joint bodies; in the latter period, almost 20 cases did. Therefore, the rate of activity (in proportion to the time period) of local joint bodies was over four times higher between 1940 and 1959.
1940-1959. Other issues included vacations, call-back pay, discipline, and foremen authority. Cases heard by the ITU also differed after 1940 because three emanated from commercial shops; in the last period, none did. Even more significant is the fact that in two of these cases, shop owners, not foremen, served as plaintiffs. In the newspaper sector, all of the cases heard by the ITU Executive Council came from the Citizen and the Dispatch chapels. As in previous periods, the Citizen chapel experienced more contentious labor relations than any other newspaper office. At the end of this chapter possible reasons for these findings are explored.

Some Unique Cases

In the spring of 1941, the Carroll Press violated the labor agreement when it failed to reset advertisements for Triangle Food Stores and the Florence Hot Blast Furnace. To correct the problem, the local's Executive Committee sent a letter to Foreman O'Harra directing him to comply with Section 15 of the contract and reset the ads, which he apparently did (Minutes of meeting of 6/1/41; Box 7, Folder 2). This case was unique because for the first time, a commercial shop violated the union's reproduction rules. In the smaller commercial shops, a fair number of grievances involved which union held jurisdiction over certain work. Typical issues involved pressmen adjusting lines of text in order to meet production demands. However, in 1956, in what portended major changes in the nature of composition work, a jurisdictional dispute arose in the Dispatch chapel over who was responsible for paste-up and separation of new color pages. The union protested the engraving department's handling of this work as a contract violation, arguing that all composing room work fell under ITU jurisdiction.
President George Reid registered a formal complaint with Foreman Stein, who agreed that ITU members should handle color page work. Competency was another matter. To ensure that members were competent to handle this new process, Reid established a three-member investigation committee, which included himself, to arrange for an ITU correspondence training program (Minutes of meeting of 3/4/56; Box 8, Folder 2).

The first grievances filed over vacation rights emerged from the Citizen chapel early in 1943. Several member complaints moved President Elmer Meadows to discuss the matter with the chairman and foreman. Meadows discovered that a number of situation holders, many of whom had given between 25 and 40 years of dedicated service, had not worked the required 225 days during 1942 to qualify for a two-week vacation (taken in ten days or nights). Faced with a dilemma, Meadows reasoned that despite certain members having given many years of dedicated service to the Citizen, the union could not negotiate a contract on that basis. Instead, it negotiated contracts for the benefit of all members without discrimination and that those members who worked less than 225 days earned one vacation day for each 26 days worked. The foreman, however, argued that any member who worked at least 220 days would receive the full vacation time, and any member short one or two days of the required 26 would receive a day's vacation. Without much fuss, Meadows and the others reached a mutually-satisfying compromise (Minutes of meeting of 2/7/43; Box 8, Folder 1).

Three years later, the second vacation dispute arose. In March 1946, faced with a shortage of substitute printers, Journal management asked selected compositors to work on their sixth day, without an overtime premium. According to the union, management did not tolerate overtime rates to work off
vacations. The workers, on the other hand, wanted to take vacation time and cared less about the money. The union, however, sought to uphold the contractual stipulation of premium pay for overtime work. President Clark opined:

Under no circumstances—to accommodate vacations or otherwise—shall a member be permitted to work a sixth shift, or his regular off-day or off-night, for less than price and one-half. Such a practice is prohibited by Section 12 of our newspaper contract and by Section 8, Article XI, ITU General Laws. Any member who knowingly accepts such work at less than price and one-half is guilty of ratting on the scale of prices (Minutes of meeting of 4/7/46; Box 9, Folder 1).

In past years, the union appeared more accommodating to the special needs of employers. It is likely that the anti-labor climate in both industrial relations and politics in the immediate post-war environment forced the local to take a tough stance. In the tight labor market that existed in Columbus shops, providing work to other ITU members was not an issue for the union.

Vacation credits also posed a problem for the local and President Clark in late 1946 after a member of the Citizen chapel approached Clark to see what could be done about the payment of vacation credits for ex-servicemen, apprentices and journeymen alike. As in past vacation disputes, the local union president visited personally with the management of the company. Upon arriving at the newspaper's office, the management presented Clark with personnel records showing that it gave each and every member, including apprentices, two weeks vacation in 1946. According to the union president, the company, if the records were accurate, had complied with the contract. However, he was unsure if these vacation credits met the standards of the Selective Service Act but, he contended, "it is not the place of any officer of this union to enforce the provisions of any law or agency as long as the
One vacation dispute originated from the offices of the Spencer-Walker Press, formerly Carroll Press. In this case, the dispute involved a man's eligibility for his third week of vacation. In 1950, a printer left his regular situation for one day. The company considered his absence an interruption of service. However, a concerned member reasoned that he had not been penalized under previous vacation provisions related to continuous priority. Based on this testimony in defense of the grievant, the Joint Standing Committee agreed unanimously to grant the grievant a third week of vacation time (Minutes of meeting of 6/3/56; Box 8, Folder 2).

In both vacation disputes, either the local president or the Joint Standing Committee helped to resolve the problem. The uniqueness of these cases required their assistance. Unlike discharge, priority, and wage matters, vacation grievances were a post-1940 development, and thus required careful consideration to establish clear and mutually-satisfying precedents.

These vacation grievances illustrate the continuation of the cooperative, problem-solving approach to labor relations practiced by the parties, even as late as 1950. After 1940, a more adversarial style emerged. A typical discharge case ushered in a new day in Columbus.

The Employer Wants A Say: The Case of Ralph Stalder

The period after 1940 witnessed some tumultuous events for the local. Foremost among these changes were World War Two and its effects on apprentices (to a lesser extent wages and shift times), the consolidation by mergers of Columbus's major newspapers, and the rightward political shift,
which made the passage of the 1947 Taft-Hartley Act possible. (Most ITU locals were not affected by its restrictions until after 1960.) In between, however, a very important case arose. This case marked an important change in the evolution of the grievance procedure.

The discharge of compositor Ralph Stalder began as just another discharge dispute. On November 29, 1940, Citizen Foreman Don Burgoon discharged Stalder for neglect of duty. Specifically, Burgoon accused Stalder of removing company property from the premises. A chapel vote of 15 to 11 upheld the discharge. Stalder then appealed his case to the local's Executive Committee. On December 2, after hearing arguments from both sides, the Executive Committee found Stalder not guilty. This verdict permitted Stalder to return to his priority as of November 30, 1940. Burgoon, either acting on his own or by orders from management, appealed to the local union. Meeting on January 6, 1941, the union also found Stalder not guilty and returned him to his priority. Once more, Burgoon or the company appealed the decision. As specified in the labor agreement, the parties requested the services of the Joint Standing Committee.

Thus far, the case was typical and the parties followed the proper steps in the appeals process. The events after the appeal to the Joint Standing Committee signaled a change in the nature of labor-management relations. Whereas in previous discharge cases, employers allowed the union to adjust the problem, they now they demanded a role in determining both the process and outcome.

The Newspaper Joint Standing Committee met on March 7, 1941, with J. W. Burnett and H. R. Culp representing the union, and Robert Brown (Citizen) and Walter Reck (Journal) comprising the publishers' representatives.
The committee's objective was to interpret Section 46 pertaining to the proper steps to be followed in adjudicating discharge grievances. Section 46 indicated that an "Appeal may be taken from the action of the chapel to the Union, and then to the Joint Standing Committee for decision. Provided that nothing herein shall prevent appeal by either party to the International Typographical Union Executive Council." But this was not the whole story.

In a January 8, 1941 letter from ITU Secretary-Treasurer Woodruff Randolph to William Bird, secretary of Local 5, Randolph pointed out a contradiction in contractual language. He argued:

Inasmuch as section 46 specifically retains jurisdiction for the International Typographical Union Executive Council, the last sentence of section 46 ("All decisions of the Standing Committee shall be final and binding on both parties.") could not be operative as regards discharge cases. It is therefore my opinion that discharge cases under contract should go to the union and then to the Executive Council (Box 22, Folder 1).

A letter from ITU President Baker to Bird, also dated January 8, 1941, indicated that the Joint Standing Committee was the proper authority in discharge cases. All other matters, however, might be appealed to the Executive Council. He argued:

It would...be a source of constant chaos and friction should a system be established whereby a local joint agency would first have jurisdiction over discharges and then appeal might be made from that jurisdiction to the Executive Council (Box 22, Folder 1).

Despite Baker's opinion, the local's officers insisted that discharge cases could be heard ultimately by the Executive Council. Only after second Randolph letter to Bird, dated February 24, did the local's officers agree to a March 7 meeting with the Joint Standing Committee (Box 22, Folder 1).

In that meeting, the four members of the Joint Standing Committee reached a unanimous decision: in discharge cases appeal may be taken from
the action of the chapel to the union and, finally, to the Joint Standing Committee for decision. The committee continued:

If petitioner, however, does not elect to take appeal to the Joint Standing Committee, then nothing shall prevent appeal by petitioner to the International Typographical Union Executive Committee. It is further interpreted by the Joint Standing Committee that when appeal is taken to the Joint Standing Committee for decision, that decision shall be final and binding on both parties.

Since the management of the Citizen elected to take this case to the Joint Standing Committee, the decision of the joint agency would be final and binding. Consequently, the Joint Standing Committee agreed to hear the Stalder case by March 14, 1941 (Letter from the Newspaper Joint Standing Committee to officers of the ITU and Local 5, 3/5/41; Box 22, Folder 1).

On March 7, 1941, the local called a special meeting at which the membership passed a resolution 36 to 1 preventing future Joint Standing Committee meetings regarding the Stalder case. On the same day, however, ITU President Baker telegraphed the local directing it to carry out the provisions in the contract and proceed without delay to meet as part of the Joint Standing Committee.

On March 16, after the March 13 joint committee meeting, thirteen members of the local, including Stalder, called a special meeting at the Deshler-Wallick Hotel's Hall of Mirrors to discuss the Joint Standing Committee's decision. At that meeting, the local requested that the ITU Executive Council withhold any decision on the Joint Standing Committee pertaining to Section 46's interpretation. Local members protested vehemently the final and binding nature of the Joint Standing Committee's decisions of discharge cases, and argued that the union placed Section 46 into the contract in 1937 under. The members also argued that the union's officers did not think
that Section 46 would interfere with its right to appeal discharge cases to the ITU.4

At the time of the final Joint Standing Committee meeting to hear Stalder's appeal, on April 11, 1941, the local still adamantly protested joint involvement in discharge cases. The case took on a meaning far greater than the settlement of one man's discharge grievance. It became a principled case over workplace control of job rights and the preservation of long-standing practice and tradition. Prior to the April 11 meeting, Stalder gave notice of his desire to leave Columbus for Chicago. However, this did not matter to ITU officers.

Writing to Bird on behalf of President Baker who was out-of-town, First Vice-President Jack Gill discussed the importance of the Stalder case. He wrote:

I do not believe that under the circumstances I would have the case withdrawn from the Joint Standing Committee unless I had the specific consent of Mr. Stalder. While it might be argued that by leaving the jurisdiction, he surrenders all rights and equity, it appears to me that there is more to the case than that. Offhand, I do not know whether Mr. Stalder has been working pending the disposition of his case before the Joint Standing Committee or not. If he has not been working, then later on, if the case is withdrawn without his specific consent, he might argue that he had to leave the city in order to make a living while awaiting the decision of the Joint Standing Committee (Letter of 4/7/41; Box 22, Folder 1).

On April 11, 1941, the Joint Standing convened for the final time in the matter of the discharge of Ralph Stalder. By this time the larger significance to the evolution of the local's grievance procedure had been determined in the

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4 On March 27, 1941, the ITU Executive Council, in D. H. Burgoon v. No. 5 (Case # 7112-E) wrote a decision in this case involving proper discharge procedures. It argued that "Since the decision of the joint committee, when rendered, will dispose of the issue herein involved, the appeal is dismissed without prejudice" (Box 22, Folder 1).
sense that the Joint Standing Committee had the power to make a final and binding decision. What had the makings of a grand finale ended with much less excitement and fanfare. Machinist Ralph Stalder, in a letter to Foreman Burgoon, voluntarily resigned from the Citizen and asked that the foreman

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5 Another Joint Standing Committee case, this time in the commercial trade, dealt with procedures. Although less important than the Stalder case, it is worth mentioning.

In May 1948, Foreman Jack Svec dismissed Apprentice William O'Connor because "he did not seem to grasp the fundamentals of printing or use good common sense—he seemed to be in a daze." After ten months in the business, O'Connor, according to the foreman, "will never make a printer and that it is to his best interest, and to the best interest of the Union—and to the best interest of the printing business; specifically to The F. J. Heer printing Company, that he apply himself to a less exacting trade" (Letter from Svec to Secretary Edward Brown, Local 5, 5/6/48).

The Executive Committee found O'Connor's discharge to have been undertaken without conclusive evidence and ordered him reinstated. A few days later, Heer management notified the union that it intended to appeal the case to the Joint Standing Committee to interpret its rights under the collective agreement. However, in its appeal notice, it advised the union that, if necessary, it would appeal "through the proper channels to the Executive Council of I.T.U."

The Joint Standing Committee decided that O'Connor could be discharged for incompetency, but the union protested its actions on the grounds that "The provision of the contract under which you are requesting that Apprentice O'Connor be discharged for incompetency is operative only if and when this apprentice is reinstated to his former position in your composing room" (Letter from Edward Brown to Svec, 5/31/48).

In the meanwhile, on June 7, the union voted to reinstate O'Connor. From that action Heer appealed to the ITU. In the meanwhile, Svec uncovered a loophole in the grievance procedure. According to the contract, the foreman had the right to recommend O'Connor for apprenticeship into the union, if competent, at the end of the apprentice's first year. Svec, however, indicated the he "will not so recommend him and, therefore, his term of employment with The Heer Printing Company is at an end" (Letter from Svec to Brown, 6/10/48).

On June 14, representatives from the union, Heer, and the Printing Arts Association (the employer association) worked out a compromise: Heer would pay O'Connor from May 3 through June 14, but the company could then release him as an apprentice (Box 37, Folder 5).

The parties never mentioned Stalder decision in this case. Because of O'Connor's apprentice status, the two cases may have been different. In the 1948 case, the Joint Standing Committee only interpreted the contract and did not make a formal decision. To recall from the Stalder decision, the employer had the option of having the Joint Standing Committee make a binding decision; it is possible that Heer management did not exercise that option.
remove his slip from the slipboard. Burgoon then withdraw the case before the Joint Standing Committee (Decision of the Joint Standing Committee, April 11, 1941; Box 22, Folder 1).⁶

Problems with Boys: Apprentice Disputes

Before the disruptions of war affected the Columbus Typographical Union, the local continued to grapple with grievances over apprenticeship standards as it had done since the mid-nineteenth century. At the union's regular June 1, 1941 meeting, a letter from Carroll Press Chairman Marshall Eagleton was read to the membership. Eagleton addressed his letter to President Elmer Meadows informing him of violations taking place in the Carroll Press office. Eagleton also felt that both the Executive Committee and the Apprentice Committees would be very interested in the matter.

The main grievance involved apprentices Joe Leister and George Fox who, on various dates, worked overtime without a journeyman present in the shop—a violation of both ITU General Laws and the local agreement. Each violation had been brought to the attention of Foreman O'Harra but ignored. Chairman Eagleton informed each apprentice that they could be disciplined if they did not curb this practice. The local's Apprenticeship Committee and the foremen resolved the problem amicably (Box 7, Folder 2).

The Apprenticeship Committee worked closely with the local's Executive Committee and top officers. In most cases, the Apprenticeship Committee investigated the grievance first and, if unable to resolve the matter directly at

⁶ Stalder did not stay in Chicago forever. In May 1951, Dispatch Foreman Stein discharged Stalder for incompetency. The Executive Committee heard Stalder's appeal on May 21, 1951. After hearing all testimony, it decided to uphold the chapel's decision to sustain Stalder's discharge (Minutes of meeting of 6/3/51; Box 10, Folder 1). According to Gus Gassman, Stalder continued to work in Columbus even after his discharge (Telephone conversation 10/28/93).
the workplace, would then forward the case to the Executive Committee and/or union officers. For example, in February 1942, the Apprenticeship Committee referred a case to the Executive Committee dealing with the improper ratio of apprentices to journeymen, time, and wage issues at the Federal Printing Company. Although it is unclear how the union resolved the case, it is certain that someone requested the services of President Meadows (Minutes of meeting of 3/1/42; Box 8, Folder 1).

Additional grievances arose at Carroll Press and Stoneman Press, during the winter of 1942 and the spring of 1943. Similar to the cases mentioned above, a variety of union personnel settled these disputes. For example, in the case which arose at Carroll Press in late 1942, the local’s president and secretary visited the shop to investigate an alleged violation of an apprentice working part-time in the Stereotype Department. The officers referred the case to the Executive Committee, which instructed the company to confine apprentice work to the composing room as specified in the contract (Minutes of meeting of 1/3/43; Box 8, Folder 1).

In the next two cases involving Carroll Press, the Apprenticeship Committee adjusted grievances independent of other union personnel. In the first case, Joe Leister, a sixth-year apprentice, complained that instead of spending 85% of the time at hand composition, as required by contract, he spent only 10% on the same. The chairman promised to remedy the situation. In the second case, the committee discovered that the company employed three apprentices, including one female. Under the existing contract, the company exceeded its limit of apprentices. In addition, Carroll Press advertised for additional women in the Dispatch and the Printers Auxiliary. In both cases, the union failed to record the final outcome. However, it is likely
that the Apprenticeship Committee persuaded management to comply with union regulations (Minutes of meeting of 5/2/43; Box 8, Folder 1).

In a third case, the Apprenticeship Committee heard the case of Fred Wilhelm of the Stoneman Press who had difficulty obtaining time and opportunity to work on a machine in his sixth year, a right generally granted to all apprentices. Harold Bauer, chairman of the Apprenticeship Committee, and local union President Harold Clark visited the shop and, after speaking with Chairman Bach and Foreman Hobbs, were instrumental in getting Wilhelm time on the machine (Minutes of meeting of 5/2/43; Box 8, Folder 1). These ended at the lower steps in the grievance procedure; other cases traveled to higher levels in the grievance hierarchy.

For example, three apprenticeship disputes during between 1940 and 1959 required the services of the Joint Standing Committee and the Joint Apprenticeship Committee. The first two cases occurred late in 1949 and early in 1950, one in the commercial branch, the other in the newspaper branch. The third case, in 1958, originated at the Spencer-Walker Press (formerly Carroll Press) and involved, once again, Joe Leister. This time Leister earned his living as a foreman.

The first case at the Columbus Blank Book Company concerned the placement of a new apprentice. The company sought to place a new apprentice in its composing room before the present apprentice began his sixth year. In accordance with the contract, the union argued that the company could not place a new apprentice in the office until the present one had completed his apprentice training. The company disagreed and appealed to the Joint Standing Committee. The committee's employer representatives sided with the union and the company removed the new apprentice from the
composing room as the union requested (Minutes of meeting of 11/6/49; Box 9, Folder 1).

The second joint committee case resulted from an alleged improper ratio of apprentices to journeymen at the Citizen in 1950. The union argued that 61 journeymen had to be employed before the company could hire a sixth apprentice. Until that time, the union suggested that the company either hire an additional apprentice or lay off one apprentice. The company argued that they had employed the required number of journeymen at the time it hired the sixth apprentice. With a split Joint Standing Committee vote, the group worked out a compromise where the union upgraded a soon-to-be graduated apprentice, thus achieving the proper ratio (Minutes of meeting of 3/5/50; Box 10, Folder 1).

In the third case, the Executive Committee, on July 1, 1958, met to hear Joe Leister's appeal. Leister was foreman at the Spencer-Walker Press. Leister appealed the chairman's and Apprenticeship Committee's interpretation of Article III, Section 10, of the commercial contract. The interpretation attempted to clarify the status of apprentices in their sixth year. The chairman argued that if the apprentice so elected, he could spend his entire sixth year being instructed and working on typecasting machines. The Executive Committee agreed with the chairman's interpretation and permitted the apprentice to operate the machine. Leister, apparently having forgotten that he filed a similar grievance during his apprenticeship fifteen years ago, appealed the case to the Joint Standing Committee.

The meeting between the union's representatives Paul Plunkett and Gail Smith and those of the employer's, R. Reid Vance and Walter Heer, Jr., revealed that Leister prevented the boy from working on the machine, "maintaining that the boy wouldn't be worth a dime to the company on such
learning." Chairman Gassman of the union's Apprenticeship Committee and Chapel Chairman James Sullivan were present and offered testimony. In the end, the parties agreed that the case should be heard before the Joint Apprenticeship Committee, and considered this approach much better than the alternative of proceeding to arbitration where it would be held up for more than a year. The union did not record the Joint Apprenticeship Committee's final decision (Minutes of meetings of 7/6 & 8/3/58; Box 11, Folder 1).  

These apprenticeship cases reveal a variety of ways of resolving disputes. While the union handled some disputes exclusively within its ranks, other cases required joint labor-management efforts. As indicated in the cases illustrated above, sometimes the union's officers, acting as business agents, visited the shops where disputes originated. Exactly when these officers became involved varied by case and could not be predicted by contractual language. Even as late as the 1950s, there still remained vestiges of days when the parties settled most grievances informally. Although the Executive Committee played a vital and active role in grievance resolution through the 1950s, it was not a major player in apprenticeship cases.

World War II's Disruptions

World War II disrupted typographical workplaces as union printers left to fight for the Allied cause. While Uncle Sam called both journeymen and apprentices into service, the Columbus Typographical Union's record leaves the impression that the war's effect upon apprentices was more troublesome.

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7 According to Gus Gassman, most of the meetings of the Joint Apprenticeship Committee went unrecorded. Most of the committee's efforts went toward administering the ITU's Lessons in Printing correspondence courses for apprenticeship members (Telephone conversation 10/29/93).
The first indication that the war caused problems occurred in the spring of 1942. At the union's May meeting, the Apprenticeship Committee reported that many boys were being lost to the service of Uncle Sam, and "with the rapidity with which the apprentices are being drafted, one wonders if there will be any around by the end of the year." (Minutes of meeting of 5/3/42; Box 8, Folder 1). Union officers also faced the problem of defense workers working at the printing trade in a casual way; that is, they worked full-time in defense work and part-time at printing. To remedy this problem, the union relied on a 1942 ITU ruling. The ruling specified:

Members working in defense industries and maintaining priority under the emergency action ratified at referendum are to be classified as 'not working at the trade' and under that classification are not eligible for substituting or casual employment as extras, except in emergency when union is unable to supply necessary help (Minutes of meeting of 7/5/42; Box 8, Folder 1).8

In the newspaper branch, in the fall of 1942, a controversy arose over apprentice replacements, that is, replacements for those in service. The union's Joint Standing Committee representatives presented a resolution to the membership for adoption on October 4, 1942. The union wrote the resolution in protest of the Columbus Newspaper Publishers' Association's intention to replace apprentices. The union raised the following five points:

1. Acceptance of apprentices by publishers entails a long-term commitment to all of them to learn the trade;

8 In 1938, the ITU amended its General Laws to provide that members incapacitated by illness would not be deprived of their priority. Extensions of priority protections occurred in 1940 for those going into the armed services, service organizations like the Red Cross, or civilian work with the government. In 1942, the union granted a similar protection to those accepting work in defense plants. The 1942 law stated: "their situations and/or priority standing shall be protected and upon again reporting for duty the situations and/or priority standing formerly held by these members shall be restored to them" (quoted in Porter, 1954, p. 50).
2. The Columbus Typographical Union No. 5 is obligated to see that all apprentices get the proper training;

3. There will be a glut of embryo printers on the market after the war which will lead to an increase of basement or bedroom print shop employers trained partially;

4. The union debates the publishers' contention that the replacement of apprentices with journeymen is economically unsound; and

5. The union takes issue of being labeled unpatriotic.9

The union's records are absent of any additional information regarding this case, including the outcome of Joint Standing Committee meetings. However, the union's July 1943 minutes noted that in a similar dispute at the Citizen, the parties were to defer to the Joint Standing Committee, since an agreement regarding this issue had already been made in the case directly above (Minutes of meeting of 10/4/42 & 7/4/43; Box 8, Folder 1).

Grievances took place over the threat of induction, and not just in response to problems with those already in the service. For example, on November 26, 1943, the Apprenticeship Committee filed a report with the union in the case of apprentice Ralph Lowden of the Pfeifer Show Print Company. Lowden, who feared his induction into service was imminent, applied for a journeyman's card before his six-year stint as an apprentice had ended. He desired to establish 60 days' priority in the office while he was away. Chairman Cooke met with Mr. Pfeifer to discuss the matter but Pfeifer was not convinced of the union's argument and cited the current commercial contract which, he argued, entitled him to six years service from any apprentice. Although Pfeifer disapproved of Lowden's request, the employer's

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9 During the war the union purchased war bonds at the rate of one per month. President Meadows believed strongly that every American should buy war bonds in support of the war (Minutes of meetings of 1/4 & 10/4/42; Box 8, Folder 1).
association overruled Pfeifer. In Lowden's defense, the shop foreman wrote a letter to the union's officers in support of his competence. At the next union meeting, the membership voted unanimously to obligate Lowden as a journeyman (Minutes of meeting of 12/5/43; Box 8, Folder 1).

The war took its toll on the local's apprentice rolls. At the end of 1942, the union reported 26 members in the call of duty, 16 of those members being apprentices. Only 14 apprentices were left working as Columbus ITU members. During the early months of 1943, only 11 active apprentices worked in print shops, whereas one year earlier, there were 27 (Minutes of meeting of 12/6/42 & 2/7/43; Box 8, Folder 1). By the end of 1943, the union noted that there were only 10 of the 32 registered apprentices working at the trade: 3 in their first year, 2 in their second, 1 in their fifth, and 4 in their sixth. Twenty-one apprentices served in the armed forces, and 1 worked in the defense industry (Minutes of meeting of 10/3/43; Box 8, Folder 1).

The last union report on the status of apprentices during the war came during the summer of 1944. It noted that of the 30 apprentices on its roll, only 8 actively worked at the trade—21 were in service and 1 labored in defense work (Minutes of meeting of 7/2/44; Box 8, Folder 1). Clearly, the impact of the war on apprentices was great. Only a little under 30% of union's apprentices worked as printers when the war ended. About 70%, therefore, served their country in one form or another. Dislocations also affected employers as evidenced by the union's protest resolution against the replacement of lost apprentices. The local extended job (property) rights to apprentices, even though they were not full-fledged members.

The war also created problems for the union and employers with respect to wage increases. Although the parties continued to negotiate
contracts during the war, the National War Labor Board regulated wage adjustments. President Elmer Meadows reported that on Thursday, November 19, 1942, he and the union's secretary visited the offices of the War Labor Board to discuss the $1.00 increase for commercial members, as specified by the recently signed contract. This money was scheduled to be paid on November 15. In order to obtain the increase, explained Meadows, both the union and the employers were required to file jointly an application with the War Labor Board. Meadows also indicated that Mr. McGill, of the board's Cleveland office, was due in Columbus in the next few days, and that after seeing him, the application would be complete and ready for submission to the War Labor Board. Meadows offered his opinion on the situation when he said: "This is a rather complicated affair and requires a little time to work out, but it is my opinion that after all the red tape is gone through with we will receive our $1.00 increase as per contract" (Minutes of meeting of 12/6/42; Box 8, Folder 1). He was correct in his prediction: The War Labor Board did approve of wage increase, but it was vague on the time it would become effective (Minutes of meeting of 4/4/43; Box 8, Folder 1).

The union experienced less luck with the War Labor Board and negotiated wage hikes in the newspaper branch in 1943. It reported that the board had approved an eight-cent per hour increase for newspaper compositors on December 22, 1943. However, the award was less than the agreed upon increase between the union and the Columbus Newspaper Publishers' Association. The union approved as satisfactory the increase for printers on the day side, but the long-established night differential was not preserved. The union wrote a letter to the board to check on the recommended award. If the reported figure was correct, and the night-side printers did not
receive their $0.17 per hour raise, the union indicated it would appeal to the board. The union had the publishers' support in preserving established wage differentials (Minutes of meeting of 1/2/44; Box 8, Folder 1). The only other mention about wage increases came in August 1945, when the union noted that newspaper wages could be negotiated, but such increases had to fall within the 15% limit of the "Little Steel Formula" (Minutes of meeting of 8/5/45; Box 8, Folder 1).

The wrenching effects of the wartime economy were felt by the Columbus local and its employers in areas outside of apprentices and wages. In March 1943 a Joint Standing Committee meeting convened in the newspaper branch. The topic of discussion concerned starting times under the contract. The Journal argued that "fast time" should govern the contract, while the union argued that "slow time" ruled. The union's joint committee members defended their case with a copy of Attorney General Herbert's opinion in regard to which agencies were—and were not—governed by fast time. Accordingly, the union felt confident that they were governed by slow time. Mr. Walter Reck, of both the Journal and the Joint Standing Committee, presented his case to the local's Executive Committee. Although the contract required start time to be 4 p.m., Reck argued that because of war-time conditions, and in

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10 After the War Labor Board began to function in January 1942, the most pressing problem it faced was no longer union recognition but wage increases. The rise in the cost-of-living during 1941 led many unions to demand substantial wage increases to compensate for members' erosion of real wages. Fearing a repeat of the spiraling inflation of World War I, government policy makers sought to reduce inflationary pressures this time around. The government established a baseline of January 1, 1941, from which wages could be raised in accordance with increases in the cost of living. Because the total cost of living had risen by almost 15% since that date, the War Labor Board would now limit war-time wage increases to less than 3.5% in 1942. According to Nelson Lichtenstein (1982, p. 72), "This formula attained virtual de jure status in the NWLB's famous Little Steel decision of July 1942."
as much as the trains, buses, and post offices operated on fast time, it was impossible for the Journal to meet schedule unless the starting time was advanced one hour (Minutes of meeting of 4/4/43; Box 8, Folder 1). The union's minutes and separate Joint Standing Committee files do not reveal the outcome. Although the final outcome is unknown, the parties' cooperative approach to labor matters can be gleaned from the fact that Reck presented his case to the union's Executive Committee after the meeting involving the Joint Standing Committee.

Manpower shortages in the summer of 1943 forced the union to relax a resolution made in the winter of 1943 which established "that all time worked in job shops in excess of 40 hours be paid for at time and one half and that all emergencies be declared by the union." During the summer, the union declared an emergency because it could not supply enough journeymen to the commercial shops. As a result, the union made a new proposal that

a substitute may work a sixth shift in any job shop within any financial week at straight price as long as the sixth shift is not worked on any day or night outside the regular established work week for the shop in which said shift is worked. Provided, such substitute is required to contact the Secretary to ascertain whether any other substitute, who has not already worked five shifts, is available for the work. This action is to stand until the union rules otherwise (Minutes of meeting of 7/4/43; Box 8, Folder 1).

As in past years, the union bent its rules to accommodate employers operating under trying times and under adverse conditions. However, when a similar situation arose in the newspaper branch in the autumn of the same year, 1943, the union's Executive Committee ruled that the employer had to live up to the agreement and pay a compositor price and one-half for work on
the sixth day (Minutes of meeting of 11/7/43; Box 8, Folder 1). Although the union's minutes do not indicate so, because there was an ample supply of substitutes in newspaper offices, it is likely that manpower shortages were not problematic.

World War II affected labor relations between Local 5 and the unionized newspaper and commercial shops of Columbus. Despite such shocks, the parties remained cooperative. While the Joint Standing Committee played a larger role during the war than before it, most of its activities related to interpretations of agreements. Even when the parties requested its services, it was more likely to reach a consensus within and less likely to write a formal decision. Thirteen years after the war, events taking place in Columbus, which were affected by trends outside the city, caused additional stress to the local union.

Chapel Merger Between the Dispatch and the Journal

Early in 1958, the composing rooms of the *Columbus Dispatch* and the *Ohio State Journal* merged. The two newspapers were separate, the Dispatch being a Sunday and afternoon paper, while the Journal was a morning paper. However, the Dispatch Printing Company, a local family-owned concern, owned both papers. Priority lists merged along with the two composing rooms.

The first grievance raised in response to this merger took place in January, 1958. On January 21 the Executive Committee met at the request of Chairman David McGhee, who charged that both Foreman Wilber Stein and Harold Bauer, a make-up man, had violated the labor agreement, specifically

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11 The union was equally rigid in a 1946 case involving overtime on the sixth day. Whether this was because of the availability of subs or changed attitudes is unclear.
Article IV, Section 2a (overtime), and Local 5's Overtime Regulations 1, 2, 3, and 6. Testimony from all concerned was consistent and did not conflict. McGhee argued that he failed to certify Bauer as one of 18 floormen to work overtime on Sunday, January 5, because of some unexplained ineligibility. However, the chairman's testimony revealed that Bauer had worked 10 1/2 hours on that day anyway. McGhee also argued that Stein knew Bauer was ineligible to work and failed to correct the violation when he watched him work on that Sunday. McGhee was not scheduled to work that day but had heard of the violation from another union member.

In arriving at a decision, the Executive Committee took into consideration the abnormal conditions that existed in the chapel as a result of the recent merger. However, it reasoned that although Stein and Bauer were guilty on both charges, it could see fit to only levy a strong reprimand, with the understanding that any future violations of the same nature would "be met with drastic discipline" (Minutes of meeting of 2/2/58; Box 11, Folder 1).

Overtime matters arose again in the next month at the same location. On February 27, 1958, the Executive Committee met in the case of forty-two chapel members against McGhee in response to McGhee's decision to work employees overtime. The Executive Committee sustained McGhee's ruling. It contended that based on Article IV, Section 2a of the contract:

All overtime ON ANY SHIFT shall be distributed as equally as possible by the foreman through the chairman among those employees familiar with and competent to do the work in the classification on which the overtime is to be worked. Said overtime shall be equalized within a reasonable period. Overtime refused by an employee shall be counted as time worked insofar as distribution of overtime is concerned (Minutes of meeting of 3/2/58; Box 11, Folder 1).
These two cases were not the only ones filed by union members within merged chapel, but they do seem to be the only ones related directly to the effects of the merger. Further consolidations in the Columbus newspaper branch took place in 1959. On Sunday, November 7, 1959, the Scripps-Howard-owned Columbus Citizen published its last edition. On Monday morning, the new Citizen-Journal began publishing. It published six days a week except Sunday, which remained the exclusive domain of the Dispatch. The Dispatch Printing Company produced the recently-merged paper. Because this dissertation ends with New Year's Eve, 1959, the long-term effects of the merger are not discussed here. However, Local 5 reported on the immediate effects of the merger in its minutes.

On November 8, 1959, the union held a special meeting at the Hall of Mirrors, in the Deshler-Hilton Hotel, to announce that the Columbus Citizen was publishing its last edition as an evening and Sunday paper, having made arrangements with the Dispatch Printing Company to handle the printing of the Columbus Citizen-Journal. According to the union, 77 journeymen and 7 apprentice members would lose their jobs. It also reported that a similar situation occurred in Cincinnati a few months prior to the Columbus merger, when E. W. Scripps took over the papers there. Although Scripps published The Citizen-Journal, employees in the mechanical end were affiliated with the Dispatch Printing Company. At this meeting the membership voted 215 to 22 in favor of a strike against the Columbus dailies if a satisfactory agreement, then

12 Slichter, Healy, and Livernash (1960) discuss the effects of the merger between the Journal and the Dispatch composing rooms as it related to surplus employees. They argue that "bogus work" or reproductions served as a form of severance pay for ITU members. By not keeping up with the flow of bogus, it was possible to create work for those printers made redundant by the merger. In Columbus, printers failed to set bogus for 18 months in order to provide a work cushion for redundant printers.
being negotiated, could not be reached. The union was angered by the fact that the new management would not reveal its true ownership. No strike took place, however. The union worked out priority questions as Citizen employees went to the bottom of the slipboard, mostly as substitutes, while Dispatch employees maintained higher priority. The union placed all seven apprentices in the Dispatch composing room (Box 11, Folder 2).

The process of mergers and consolidations in Columbus's newspaper industry during the late 1950s portended gloomy days ahead for Columbus ITU members. Changes in corporate structure and technology accelerated after 1960 (Giebel, 1979). The effects of these changes upon the typographical unions were devastating; their effects upon the grievance procedure after 1960 await a follow-up study to determine how such changes affected the parties' long-standing cooperative labor relationship.

Poor Jane Raxworthy

No other printer in the Columbus union experienced more discharges than Jane Raxworthy. From 1951 through 1959, Raxworthy was involved in eight major incidents, mostly involving dismissals at the Citizen and the Dispatch. One case worked its way through to the level of the ITU Executive Council; another case proceeded to local arbitration—the first arbitration case in decades. While no major themes may be forthcoming from tracing her history, the fact that Raxworthy was involved in so many cases, including a landmark arbitration case, warrants attention to her story.

Union records do not indicate when Raxworthy first entered the Columbus local. As a result, it is likely that she came to Columbus with a traveling card. The best proxy of her admittance into the local may be gleaned
from her first grievance case. In August 1951 Foreman Burgoon, of the Citizen, dismissed her. After the chapel upheld her discharge, she appealed to the Executive Committee, which heard her case on August 17, 1951. After careful consideration of all testimony and facts, the committee voted to uphold her discharge (Minutes of meeting of 9/2/51; Box 10, Folder 1). Although the union failed to note the reason for her discharge, union law dictated a six-month bar from the office.

On September 8, 1952, Raxworthy and Burgoon tangled once more. In this case, Raxworthy alleged that Burgoon had violated ITU law when he refused to allow her to place her slip on the slipboard. According to ITU law, when a member files charges against another member, the local's president first notifies the accused of such charges, and then investigates the matter to see if it warranted a trial. Here, after questioning witnesses and determining that the charges were worthy of trial, President Bauer appointed a five-person trial committee (also required by union law). On December 7, 1952, the trial committee found Burgoon guilty and fined him the maximum amount of $50, in accordance with Section 15 Article IV, By-Laws, 1952 ITU Laws (Minutes of meetings of 10/5 & 12/7/52; Box 10, Folder 1).

Raxworthy's third case also involved a showdown with Burgoon, perhaps out of retribution. In this December 13, 1952, incident Burgoon discharged Raxworthy for her alleged failure to cover a situation. As in the first discharge case, the chapel sided with Burgoon. The Executive Committee also sustained Burgoon and upheld the discharge (Minutes of meeting of 1/4/53; Box 10, Folder 2).

In April 1954, Raxworthy, after making her way into the Dispatch office as a proofreader, was again dismissed for failing to cover her job. Most likely
she failed to show up for her designated shift. On April 27, the Executive Committee rendered a decision. Having seen Raxworthy's name on the docket on more than one occasion over the last few years may have influenced its decision. The committee found Raxworthy guilty of not covering her situation (Minutes of meeting of 5/2/54; Box 10, Folder 2).

Raxworthy, ever so resilient, made her way back into the Dispatch chapel and worked after her temporary bar expired. It is unclear how she earned a living after each dismissal, although it is possible she worked in other offices as a substitute. It is clear, however, that no sooner than the union's rules permitted her to work again at the Dispatch, she found herself in trouble with Foreman Stein. On December 10, 1955, Stein, for the second time, notified Raxworthy of her discharge for violating office rules. The chapel voted overwhelmingly against her, 52 to 3. In her appeal to the Executive Committee, she produced a doctor's certificate as new evidence. The committee argued that she was not dismissed because of her inability to work, thus making the doctor's note meaningless. In the end, the Executive Committee upheld the discharge, and expressed its disgust with her when it declared:

Your Committee, being cognizant of the many time-consuming meetings of Chapels, union committees and the union to consider alleged abuses involving the rights of this member, are of the unanimous opinion that a careful investigation of this member be conducted by a committee of this union. Said committee to be charged with the responsibility to make recommendations to alleviate further occurrences of these time-wasting ordeals (Minutes of meeting of 1/2/55; Box 8, Folder 2).

With each case Raxworthy appeared to be making less friends along the way. Nonetheless, neither she nor her problems disappeared.

Until 1957, grievance cases involving Raxworthy were not unusual in terms of issue or procedure. However, in 1957 one of her cases proved
significant in the evolution of the local's grievance procedure. In that year, Raxworthy was involved in the first arbitration case since 1920.

The testimony revealed that the Citizen's foreman discharged to reduce the force Jane Raxworthy, proofreader, and hired persons of lesser priority to do her work as proofreader. In fact, ten persons with lesser priority are now or have been steadily employed in the composing room of The Citizen since the discharge of Miss Raxworthy (Opening statement made by President George Reid, pp. 4-5, arbitration transcript, 4/29/57; Box 37, Folder 62).

Specific charges against the company dealt with contractual violations pertaining to the transfer of members from one classification of work to another, especially more permanent and non-emergency ones; increases and decreases of the workforce and the right of priority; and union laws related to discriminatory practices against individual members and their priority rights.

Raxworthy claimed that the foreman discriminated against her because of personal dislike. Moreover, she alleged that the foreman physically threatened her and "invited her out in the alley (so) that he might take care of her physically." The foreman denied this accusation. Raxworthy also argued that because her discharge papers were prepared on January 31 but handed to Chairman Hadley at the local's regular February 3 meeting, this was further evidence of personal vendetta. The union, on Raxworthy's behalf, asked the arbitrator for six-days lost wages and $1 night shift differential that she lost by having to find work as a substitute on the day side. Raxworthy's defense made no charge against the company for reducing the force; that remained a management prerogative.

James P. Garner, attorney for the Cleveland law firm of Baker, Hostetler, and Patterson, made arguments on behalf of the Citizen. Garner argued that Raxworthy qualified as a proofreader and could not perform other duties of
either floorman or operator, which were the other two types of jobs found in newspaper composing rooms. Prior to the layoff, she was one of only two full-time proofreaders on the night side.

Garner also reasoned that the union's entire case rested upon the notion that the company transferred printers from other jobs to proofreader jobs and then hired additional personnel to fill the vacated positions. Management felt an economic need to reduce the workforce by one proofreader on the night side which, according to Garner, the union did not dispute. The chapel chairman selected Raxworthy to be laid off because she was the one "with lowest priority standing in the office engaged upon the class of work indicated." Raxworthy was within her rights to claim other work in the office for which she was qualified but, as the testimony established, she was not qualified to do any other type of work.

Arbitrator Gail Butt, a referee in Bankruptcy Court, opined "that the acts of the employer complained of, are not in violation of the terms of the contract, and that therefore, there is no valid grievance...The issues are found in favor of the employer and its action is sustained" (Arbitration Proceedings, Box 37, Folder 62). Given this line of reasoning, had Raxworthy been competent to perform in another work classification, she would have won this case. However, the arbitrator decided the case solely on the language of the contract, as the parties expected him to do. For most printers, the disappointment of losing yet another grievance case, this time decided by a third party, might have led them either into a new line of work or out of Columbus. Not Jane Raxworthy. She soon returned to the Citizen.13

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13 Jane Raxworthy was also a plaintiff in a case presented jointly to the ITU Executive Council around the same time—1957. Both she and Tom Brown, in a case involving discipline, brought action against the local union for finding a member not guilty of charges. The Executive Council dismissed the case on
In August 1959, Raxworthy appeared before the Executive Committee to defend herself in yet another case. This time, the foreman had removed her slip from the slipboard after she had called in and stated she would not be able to work on the day in question. The chapel voted with the foreman to bar her from the office. But in a surprise decision, the Executive Committee declared unanimously that the foreman had erred and recommended that she be supported and permitted to work (Minutes of meeting of 9/6/59; Box 11, Folder 2).

Raxworthy's record before union and neutral tribunals was poor; she won one case and lost seven. Why was Jane Raxworthy's experiences so unlike other printers? Perhaps she stayed in Columbus and continued to work while other grievance "losers" remedied felt injustices by leaving the jurisdiction. A more likely explanation is that Raxworthy had non-work related problems. Evidence of this comes from long-time union member and officer Gus Gassman who knew Raxworthy personally and indicated she had a drinking problem. If Gassman is correct, then her dismissals for failing to show up for work could be explained by spells of drunkenness. Why the union's investigation committee never uncovered this remains unknown. Eventually Raxworthy left Columbus for Cleveland (telephone conversation with Gus Gassman, 10/28/93).

the following grounds: "A member of the union was brought before the union on charges. Procedures set forth in Article IV, ITU Bylaws were followed. When the report of the trial committee was acted upon, the union, by secret ballot, voted not guilty. The Executive Council has no authority to require a union to vote a member guilty" (Case # 10536-E; Box 37, Folder 60).
As indicated in the first section of this chapter, in both absolute and relative amounts, more grievances found their way from Columbus to the ITU Executive Council in the period between 1940 through 1960 than between 1903 and 1939. From 1903-1939, all cases emanated from newspaper offices and involved matters of priority, discharge, or ITU overtime laws. In the 1940-1959 period, however, these issues comprised about 70% of these cases; the remaining cases were scattered across a number of issues including discipline, jurisdiction, vacation, call-back, contract violation, and authority of foremen. In addition to the broadening of the issues covered, the most significant change in the process concerned the direct involvement of commercial shops. After 1940, the Executive Council decided three such cases, whereas the council heard none in the earlier period. In two of these cases, both of which occurred between 1940 and 1941, the commercial shops served as plaintiffs. Taken in the context of the Ralph Stalder discharge case (and the commensurate changes in contract language regarding discharges, which had evolved during the 1940s and 50s), the greater activity of Joint Standing Committees, and the 1957 Raxworthy arbitration case, changes in the grievance process had again taken place. Beginning around 1940, such changes manifested themselves in greater employer involvement in grievance resolution. In more general terms, the union's traditional prerogatives began to erode. Although the parties still cooperated to maintain harmonious relations, the tenor of labor relations was changing.

In March 1941 the Executive Council heard two cases involving commercial offices. One case involved a priority controversy at Carroll Press, the other involved a jurisdictional matter at F. J. Heer Printing Company. In
both cases, the appellants—the employers—lost. Although it cannot be ascertained from the union's records, these losses gave impetus to employers to be more involved in the resolution of grievances.

The case at Carroll Press began when Foreman Sheldon O'Harrra, apparently under orders from management, hired a second stoneman, who was promised full-time employment. On the day the controversy arose, the stoneman worked only fifteen minutes on lockup and the remainder of the shift on other work. Meanwhile, the foreman laid off members Harold Smith and Marshall Eagleton, both higher in priority than the stoneman. Smith and Eagleton demanded one day's lost pay, which the chapel awarded them at its hearing. The company appealed to the Executive Committee which sustained the chapel. On August 4, 1940, the union also concurred with the chapel and ordered the company to pay back wages. The company refused to pay and, as a consequence, the union called on the services of James McCartin, an ITU field officer, to bring the case to a peaceful conclusion.

McCartin arrived in Columbus on September 6 and on the 9th, he, President Henry Miller, and Secretary-Treasurer William Bird visited James Carroll and O'Harrra of Carroll Press. McCartin ordered the company to either pay the back wages to the two men or appeal the case to the Executive Council.14 The Carroll Press elected to appeal the case.

Writing the decision for the Executive Council on March 19, 1941, Woodruff Randolph opined that the priority of the two men had been violated "since it was shown that upon previous occasions the same publication had

14 According to Section 26, Article IV, By-Laws, "When a subordinate union has taken an action or rendered a decision, any aggrieved member, members, chapel, or employer having a contract with said subordinate union, or any applicant for admission whose application has been rejected, may appeal as provided in the constitution and by-laws" (Letter from ITU Secretary-Treasurer Randolph to Bird, 10/21/40; Box 21, Folder 21).
been handled without the second imposition...There is nothing in the evidence
to justify reversal of the union action." Despite the Executive Council's ruling,
the company did not immediately pay the two men $9.68, one day's back pay.
Bird wrote at least two letters to the company asking politely for the money, lest
the union take court action. Unfortunately, the record is unclear on the final
outcome, although it is likely that the Carroll Press paid the owed wages
(Carroll Press, Incorporated v. No. 5, Case # 7023-E, 3/19/41; Box 21, Folder
21).

The F. J. Heer dispute involved the long-standing practice of having
pressmen make "changes in the type on running forms." The union ordered the
practice to cease but the company refused. Instead, Heer appealed the case to
the ITU Executive Council. Specifically, the union asserted that Heer failed to
live up to the language of Section 11, Article III, General Laws, Contracts,
which read: "all composing room work appertaining to printing and the
preparation therefore belongs to and is under the jurisdiction of the
International Typographical Union. Subordinate unions are hereby directed to
reclaim jurisdiction." General Manager Walter F. Heer, Jr. disagreed with the
local's argument and wrote a letter on July 30, 1940 to Claude Baker,
president of the ITU.

Heer began his letter by stating that his company had maintained the
union label for more than a generation, "but even before our time it was long
established that a form transferred from the composing room was 'prepared for
printing.' " According to Heer, this "time-honored precedent which has been
tested through the decades and proved completely satisfactory in efficient
production" had been upset by Chairman H. W. Stein. Heer considered the
work in question to be simple, requiring no technical skill and effort, and
argued that the efficiency of the office would be impaired as printers had to be summoned from the composing room to the pressroom while pressmen, having to do no more than move a few slugs in form already on the press, stood idle in the meanwhile.

Heer was very skillful in appealing to Baker's concern for fairness, efficiency and patriotism when he wrote:

This new interpretation has no reasonable connection with hours, wages, safety, health, rights of collective bargaining, or anything we understand of American ideals or principles of fair play and a square deal. It results directly in inefficiency, waste, needless effort, unnecessary increased production costs and unfair prices.

In this grave hour when national safety and security rest upon most efficient and smooth running production of all industries in the United States, it is not a time to interfere with established American methods of production by adopting procedure which is un-American and results directly in the industrial inefficiency and waste so encouraging to the enemies of our democracy (Letter of 7/30/40).

Despite such an eloquent appeal, the Executive Council ruled that imposition (locking and unlocking forms and justifying or making changes in the type therein) was composing room work no matter where it was performed. As a result, the Executive Council dismissed Heer's appeal (Fred J. Heer Printing Company v. No. 5, Case # 7041-E, 3/19/41; Box 21, Folder 20).

These cases were neither extremely difficult nor complex, as indicated in the brevity of the Executive Council's written decisions. To the parties involved they were probably little different from other disputes handled regularly over the years. However, in the context of the first one hundred years of the history of the union's grievance process, they were very significant because they involved employers to a greater extent and at a higher level in the process. Other Executive Council cases were significant in the period between 1940 and 1960 because they dealt with novel issues (such as
vacations) or questions of proper procedure. However, many cases during this period were no different from those originating in the prior period: Disputants still referred to prior Executive Council decisions in their defense\(^{15}\) and, as indicated above, the majority of these cases concerned priority, discharge, and overtime violations under ITU law. What follows are examples of important and/or interesting cases heard by the Executive Council between 1940 and 1960.

The council heard two vacation disputes—one in 1943 and the other in 1955. In the first case, Lewis W. Johnson, chairman of the Dispatch chapel, appealed to the council after the local union reversed his ruling that a member must start his vacation following his "off day," or two days before the member was scheduled to take it. The member disregarded Johnson's ruling and took his vacation at the time it had been planned and scheduled. The contract provided that the office shall designate vacations.\(^{16}\) Because the Columbus union did not violate any ITU or local law union, and given the wording of the vacation clause in the contract, the Executive Council dismissed Johnson's appeal (Lewis W. Johnson v. No. 5, Case #7322-E, 11/11/43; Box 22, Folder 5).

In the second case, vacation rights and ITU overtime law violations combined to make for a confusing case. In the case of Erwin "Gus" J. Gassman v. No. 5 (Case #9951-E, 3/21/55), Gassman sought a reversal of the local's

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\(^{15}\) Because it is less important to discuss the specifics of these prior cases than it is to be aware of their usage, only one Columbus ITU Executive Council case will be used to illustrate how they were used. The previous chapter discussed other examples.

\(^{16}\) Section 18, after May 8, 1940, read that situation holders regularly employed for one year or more be granted one working week's vacation (5 days or nights) with pay, such days being at the convenience of the office, based on priority,"but every effort shall be made to grant vacation as selected by the situation holder."
ruling that members who had worked during their third week of vacation had overtime to give out which did not cancel after sixty days. Gassman argued that regulations governing this matter, adopted by the union on August 1, 1954, were illegal. He specifically opposed two regulations which, he argued, were contrary to ITU General Laws. One section, however, was more germane to the case. It read:

Any such vacation time worked shall be posted and canceled by employing the first available substitute. Provided: Should no competent substitutes become available, such vacation time shall be carried indefinitely, to be canceled day for day the same as overtime.

While Gassman argued that the local's regulation was illegal, the union contended that it was still possible for the member to take the third week's vacation if competent substitutes became available. Therefore this time should be carried indefinitely and was not cancelable under the 60-day clause governing overtime regulation. The union also contended that there was a distinction between overtime and vacation time worked.

Despite the complexities involved, the Executive Council cut directly to the heart of the matter: It sided with the union and argued that vacation time worked was in a separate category from overtime worked. It also contended that the effect of Section 12 (ITU General Laws) was to permit postponing vacation for reason, therefore "it is proper that such vacation time worked not be canceled." The ITU dismissed Gassman's appeal (Box 37, Folder 37).

17 Article II, Section 12 stated that a regularly scheduled vacation worked shall be considered as overtime and will be laid off in accordance with local and international laws governing overtime. Local 5's overtime law had a 60-day cancellation. Therefore, according to Gassman, the regulation that said vacation time worked shall be posted and carried indefinitely violated of the local's overtime law.
One discharge case emerged as interesting, but not so much for the process or outcome. Instead the case dealt with prejudices rampant during World War II: that all Germans were Nazis. On December 31, 1943, Herbert Weise and J. A. Meyer were involved in a washroom imbroglio. On January 3, 1944, Foreman Burgoon of the Citizen handed both men written notices of discharge for "engaging in an argument which followed by blows being struck." The argument between the two men began during working hours and continued while the men were washing up after time had been called.

According to Meyer's testimony, he had just returned to work on a very cold evening after being stricken by "the grippe" for about a week and protested an open window near his work space. Weise had preferred the window remain open, despite working over fifty feet from it. When Meyer asked why Weise had opened the window, he replied: "If Hitler had anything to do with it, you would have to leave it open." Meyer responded by saying that "Hitler had nothing to do with it and that I was going to close it. I did." Meyer continued to exchange words with Weise and told him "he had nothing to brag about since he didn't wear a uniform during the last war, and neither is he wearing one in this one. He answered that he tried." Upon washing up, after the end of the shift, Weise told Meyer to get his "big German ass out of the way." Meyer moved to let him pass.

After passing Meyer, Weise spouted off about Nazis, and said if Meyer did not like the way things were being done in this country, he should go back to Germany where he belonged. Weise did not stop with talk of Meyer's exportation: He wanted him put in a concentration camp and reported to the F. B. I. Not to be outdone, Meyer retaliated with a few choice words that seemed to have precipitated the pugilistic encounter. He stated that most of the "Nazis"
that Weise was referring to were probably contributing more to the war effort than he was. In concluding his testimony, Meyer stated clearly that he was not a Nazi, and that he never said anything unpatriotic to Weise. Moreover, he continued, "I spent a year in the U. S. A. Service during the last war to end wars, and consider myself a good American citizen."

The chapel voted to reinstate both men. Foreman Burgoon appealed only Meyer's case to the local Executive Committee. In a unanimous decision, it upheld the chapel and reinstated Meyer. At the next level of appeal, the local union, the same outcome prevailed. From that action Burgoon appealed to the ITU Executive Council.

According to the Executive Council, much of the testimony presented to it was irrelevant. "In as much as the other participant's (Weise) reinstatement was not contested by the appellant, and in the absence of conclusive evidence that Mr. Meyer was the aggressor in this instance, the Executive Council refuses to set aside the judgment of the local union...The appeal is dismissed" (D. H. Burgoon v. No. 5, Case # 7712-E, 11/1/44; Box 22, Folder 12).18

As in the period before 1940, disputants sometimes defended their positions by referring to prior council rulings. After 1940, such referrals involved priority cases exclusively. The next case is one such example. However, in this case, the Executive Council combined three similar incidents in the Citizen chapel into one.

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18 Prejudice by Burgoon against Meyer may have caused Meyer's discharge for insubordination on November 30, 1944. After the chapel, the Executive Committee, and the union failed to sustain the discharge, Burgoon appealed the ITU Executive Council. The Executive Council opined that the "voluminous briefs contain much extraneous matter. However, stripped of unrelated arguments and personality there is insufficient evidence to warrant the Executive Council reversing local union's decision... The appeal is dismissed" (D. H. Burgoon v. No. 5, Case #7849-E, 4/3/45; Box 22, Folder 14).
The conflict centered around a local priority law which, according to Foreman Burgoon and two other union members, was contrary to a particular section of ITU General Law. The local law in question, which had operated unquestioned for over two and one-half years prior to this grievance, read:

When a member of a Chapel, in which he holds priority, for any cause is absent from his situation for a period of thirty (30) days, said situation shall be given out to the priority substitute and the holder thereof become subject to all laws in his priority standing, the same as if a new situation was given out. (When situation holder returns to his original position his previous status shall automatically be restored.)

When a local member had absented himself for over 30 days, H. J. Roehrenbeck claimed the preferred shift; to do otherwise would forfeit his claim to a day-side situation in his rightful priority standing. In addition, after the absent member returned,\(^{19}\) the foreman returned Roehrenbeck to the night side. Returning him to the night side, altered his slide (off-days) schedule so as to prevent him from working five full shifts, as required by law. Harold Clark, acting as counsel for the local and Roehrenbeck in this appeal, argued that precedents established by the ITU Executive Council and in the Citizen chapel should govern the case at hand. In short, these decisions permitted the member transferred back to original shift to work five shifts in the financial week, and did not penalize these printers one day's pay.

Foreman Burgoon, the original appellant in this case, cited two cases in his defense. The ITU Executive Council decided one case in 1919 and the other one in 1940.\(^{20}\) However, the Executive Council was not impressed by Burgoon's reading of prior cases. It argued that from the evidence,

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\(^{19}\) Member Eisenmann returned to his day-side position after being absent from January 3, 1944, to March 11, 1944, a period of more than thirty days.

\(^{20}\) The first case, published in the Bulletin in December 1919, p.268, involved the Times-Leader Chapel v. Wilkes-Barre Typographical Union No. 187, Case # 6766-E. In this case, a situation holder on the day side, upon becoming ill, put
the foreman assigned too many slide days to Roehrenbeck, therefore the action of the chapel in ruling that Roehrenbeck was available for work on the night designated by the foreman as a slide night was correct and that Roehrenbeck was entitled to work five shifts during the financial week.\textsuperscript{21}

Consequently, it sustained the local's action that Roehrenbeck was entitled to work five shifts that week, and dismissed appeals by Fred Blackburn (Case # 77-82-E), Joe D. Johnson (Case #7751-E), and D. H. Burgoon (Case # 7741-E).\textsuperscript{22}

Another interesting case took place in 1955. This was the only case heard by the ITU Executive Council that merited reconsideration at a later date. The case involved violations of ITU overtime law by 24 members of the Dispatch chapel who permitted a substitute on the day side, Lillian Mazzoil, to on a priority substitute. Brooks, a night situation holder, claimed entitlement to the day job and appealed to the chapel. The chapel DECIDED THAT THE DAY SITUATION BE COVERED BY THE PRIORITY SUB UNTIL THE SITUATION HOLDER RETURNED TO WORK OR THE SITUATION BE DECLARED OPEN. The local union reversed the chapel, and appeal was made to the Executive Council.

The Executive Council argued, in accordance with the relative section of the general laws, that a "VACANCY" was not involved: the foreman placed a sub on the job to complete the stretch of the absent member at the end of thirty days. In short, there was NO SITUATION TO FILL, BUT ONLY ONE TO BE COVERED DURING THE ABSENCE OF THE SITUATION HOLDER. The ITU sustained the appeal.

The Columbus local's Clark argued that this case differed from the one involving the Columbus union because it was unclear whether or not the Wilkes-Barre local had a similar local law.

The second case cited, \textit{Joseph F. Sippel & Ralph H. Peters v. Allentown Typographical Union No. 534} (Case # 6874-E, \textit{Bulletin}, October 1940, p. 191), stated that members could not make up for time lost by working on their slide day. However, according to Clark, the same decision stated that the foreman should be the one to designate slide days and that such steps should be taken prior to the beginning of the financial week. Clark countered by arguing that Roehrenbeck was not asking to work on his slide day to make up for lost time; instead, he argued, Roehrenbeck "had not laid off nor begged off. He had worked every single shift the office had designated he should work--and yet is was going to be impossible for him to secure five days' work in the financial week" (Box 22, Folder 13).

\textsuperscript{21} Nowhere in the council's decision did it refer to the cases cited by Burgoon.
\textsuperscript{22} Don H. Burgoon, Joe D. Johnson, & Fred Blackburn v. No. 5, 12/28/44; Box 22, Folder 13.
walk off the floor while they each accumulated at least one day's overtime.

When Mazzoil showed up for work on a Friday morning, January 21, 1955, the foreman told her that all machines were filled and he could not use her. Paul Ayres, chairman and appellant in this case, "immediately went to her and asked her if she wanted to work and she said that since her husband had a situation on the night side she did not wish to make enemies by forcing the cancellation of overtime."

Ayres admitted to being negligent in allowing Mazzoil to leave the office while overtime had accumulated, but this occurred later that day. He then imposed a fine of one day's pay upon the 24 members. President Cooke, who subsequently investigated the case, reported to the union that no violation took place. Cooke based his decision on a few considerations: 1. Mazzoil left the floor voluntarily; 2. a defect in a chapel rule dealing with open slips for available subs; 3. the substitute was not compelled to leave the floor still in desire of work; and 4. Mazzoil had the right to specify reasons for declining work that day.

Unpersuaded by Cooke's well-prepared defense, the Executive Council stood behind Section 11, Article XI, ITU General Laws, which dealt with the fines for members who failed to give out work to subs. It argued:

Evidence is conclusive certain members did have a day's overtime subject to cancellation on the date a substitute walked. It is a lame excuse that the sub stated she did not wish to make enemies by forcing the cancellation of overtime. It is not required the substitute demand or request such available overtime.

As a result, the council sustained Ayres's appeal and found the 24 members guilty of violating union law (Paul E. Ayres v. No. 5, Case # 10066-E, 11/3/55; Box 37, Folder 43).
The 24 members found guilty of violating union law appealed to the Executive Council to have their fines set aside on the grounds that "the appeal procedure was contrary to the law." The petitioners argued that they were "co-defendants" in the case, but that they were not notified by the union that Ayres appealed the local's actions. They also stated that the local failed to furnish them with copies of appeal brief, reply brief, rebuttal and surrebuttal briefs, as normally done in ITU appeals.

The Executive Council agreed with the 24 members that the local failed to follow procedures when the chairman (Ayres) held up his decision upon advice of the then local secretary-treasurer. Moreover, the council did not consider former President Cooke's investigation a proper substitute for established appeal procedure, even though he found no violation of the law. Finally, the council agreed with the group that they were not represented properly or given an opportunity to participate in the preparation of the local's answer. Nonetheless, the Executive Council stood by its earlier ruling in finding the group guilty; however, because of procedural errors, the council waived the fines (Paul E. Ayres v. No. 5, Case # 10066-E reconsidered, 4/19/56; Box 37, Folder 43).

It is clear from the reconsidered decision that the Executive Council was very concerned with procedural justice. Even though the council found the group of 24 guilty, to which they did not disagree, they were satisfied with the Executive Council's reconsideration which afforded them their day in court. In over fifty years of experience with similar procedures and many cases directed to the ITU Executive Council, this case reveals that there were still instances when the union or its members did not follow the correct procedures. This is not much a surprise given the frequent changes in local officers and local
committees. However, what may be more surprising, is the fact that members seemed to be fully aware of their rights under ITU law (and under the contract). Under no circumstances were members willing to give up these rights.

A final example of the ITU Executive Council guaranteeing procedural justice to a Columbus ITU member occurred in 1956 at the F. J. Heer Company. Wilfred G. Bangert, night foreman, acted as the plaintiff in this case which originally involved charges filed by Paul Plunkett against Bangert for violating Article IV, Section 3, "Overtime," commercial contract. By the time the Executive Council heard the case, it had turned into a discipline incident. In analyzing the dispute and dismissing extraneous arguments and information, the Executive Council concluded that "the entire case is based upon an alleged violation of the union's commercial contract."

As a result, the council argued that certain sections of ITU law pertaining to the procedure should be followed to correct alleged contract violations. According to Section 6, Article II, General Laws:

Violations of contracts or scales of prices on the part of the employer or his representative should be brought to the attention of the foreman in charge of the department, and if not satisfactorily adjusted, are to be taken up by the officers of the union and the employer.

The council also referred to another section of ITU law (Section I, Article III) which stated that if the union had a contract with prescribed methods for grievance resolution, such method should be followed. The local, of course, had a defined grievance procedure although, the council discovered, it was not adhered to in this case.

Because the local processed the case under the "charges and trials" procedure, it had therefore come before the Executive Council improperly. "Therefore, without determining the merits of the dispute, the appeal is
sustained upon the basis of obvious improper procedure and with the understanding all sums paid by the appellant shall be returned to him" (Wilfred G. Bangert v. No. 5, Case # 10178-E, 1/11/57; Box 37, Folder 45).

The period after 1940 marked another shift in the development of the grievance procedure. After 1940 employers became more involved in the resolution of grievances, even if, at times, the ITU Executive Council reserved the right to make the final decision. Greater employer involvement emerged in the early 1940s, and continued throughout the period. While the tenor of labor relations overall could be gauged as cooperative, external forces chipped away at long-standing traditions. World War II, the Taft-Hartley Act, the consolidation of many newspapers, and the advent and widespread implementation of labor-saving technologies, all figured in this change. With the exception of World War Two, all of these factors would become more prominent after 1960. Nonetheless, the seeds were sown during the 1950s.

Over the final twenty-year period, enduring grievances could still be found. For example, priority and discharge cases were the most frequent subjects of disputes, followed by violations of wage and hour standards and ITU overtime laws. However, these grievance topics were not distributed evenly across the two branches. Newspaper chapels were the sites of most of the priority, discharge, exchange of matrices, transfers, vacations, and ITU overtime violations. The commercial sector was better known for jurisdiction and poor sanitation and health grievances. Only transfer disputes fell exclusively in the newspaper domain; sanitation issues emanated exclusively from F. J. Heer, a commercial shop. Wage and hour and illegal hiring complaints were evenly divided between branches.
Over 50% of the total number of written grievances involved the Citizen and the Dispatch, slightly more originated at the Citizen. In the commercial sector, F. J. Heer and Carroll Press (later Spencer-Walker) tallied the most grievances, but combined these two job shops registered about one-third of the total at the two newspaper offices. Although it is difficult to ascertain the reasons for the distribution of grievances, office shop is the most likely reason: The newspaper offices were larger than commercial shops, and Heer was larger (and older) than all other commercial shops. The nature of ownership (chain versus family) and supervision might explain why the Citizen recorded more grievances than other newspapers, although the Dispatch was a close second. Many grievances, especially those appealed to higher levels in the process involved Donald Burgoon, a hard-headed foreman.

Joint Standing Committee activity increased after 1940. Whereas there were a mere 7 recorded cases of joint committee activity before 1940, 20 did so after 1940. In terms of absolute number of cases, activity rose in the later period. However, when it was discovered that the twenty cases came in only half the number of years—only twenty—the increase becomes more dramatic and significant. The 1941 discharge case involving Ralph Stalder is more significant to the evolution of the process than the actual number of joint committee hearings. The Stalder case signified an important procedural change which gave the employer the opportunity to jointly decide discharge cases. This right first appeared in the 1937 newspaper contract, although an employer did not act upon it until 1941. After the Stalder case, if the employer elected to take the case to the Joint Standing Committee, the union could no longer advance an appeal to the ITU Executive Council. This was an important change from past practice and tradition where the union reserved the exclusive
right to decide the fate of discharged members. It is probably safe to assume
that after the passage of the Taft-Hartley, and especially after many National
Labor Relations Board and court cases, the employers' role in both workplace
rule-making and disputes increased. This, however, is an empirical question.
Florence Peterson (1940) notes that by 1940, about one-half of all ITU
contracts required discharge cases to be appealed to joint standing
committees. Unfortunately, she does not distinguish between branches.

Another change in the grievance process occurred while the parties
wrestled with the Stalder case. For example, at both F. J. Heer and Carroll
Press, disputes involving jurisdiction and priority, respectively, advanced to the
dockets of the ITU Executive Council. These cases were both unique and
important because both companies served as plaintiffs. Prior to 1940, no
grievance from the commercial branch found its way to the ITU. Although the
employers lost both cases, the two cases were very significant. Employers
directly, not through their foremen representatives, demanded influence in
grievance resolution.

Overall, over 70% of the cases heard by the ITU Executive Council
involved priority, discharge, and ITU overtime violation. Whereas these issues
made up the total universe of ITU appeals cases before 1940, additional
issues such as vacations, call-back pay, foreman authority widened the scope
of contentious issues. Vacations and call-back were recent additions to
collective bargaining and needed immediate clarification by the ITU.

A final change in the grievance process, while not new, involved the use
of a third-party to settle a local grievance concerning Jane Raxworthy's lay off
in 1957. Raxworthy's troubles maintaining a job for an extended period of time
may have been exacerbated by her fondness for spirits. However, her frequent
use of the grievance procedure became significant in terms of the evolution of
the process when her case went to arbitration. Although she lost, the deferral to
arbitration, long avoided by the union, increased after 1960. Use of a third-
party to settle disputes, which had always been handled jointly and
cooperatively, marked a change in the nature of labor relations in Columbus's
unionized printing trades. Larger industrial relations trends played a role in the
changes in the grievance procedure after 1940.

Taken together, these trends distinguish a new era in grievance
resolution and labor relations in Columbus. During the nineteenth century into
the twentieth, the grievance procedure became increasingly more formalized,
yet it remained an extension of union government. After 1940, the formal
grievance procedure had become slightly more adversarial, relying less on the
parties' problem-solving skills and experiences. Over the 100 years, a degree
of informality also governed the adjustment of grievances. In the midst of these
global changes in the process, the role of the local's Executive Committee
continued to be just as significant as it was since its birth in 1885, although
some of its burden, at times, shifted to other committees that concentrated on
specific issues (e.g., Apprenticeship, Reset, and Sanitation Committees). But
given the increase in the actual number of grievances over the years, and the
fact that all Joint Standing Committee and ITU Executive Council cases had to
first travel through the Executive Committee, its importance never waned.
EPILOGUE

From the birth of the ITU (and its predecessor, the NTU) until the 1960s, the union operated in a relatively stable and secure environment. Although the linotype's introduction during the late nineteenth century caused upheaval in the industry, the ITU successfully claimed jurisdiction over the new machines and co-existed with it. This was not the case with technological advances made by printing companies after 1960. These changes facilitated the ITU's ultimate demise.

Gregory Geibel (1980, p. 63) describes the printing industry at mid-century in the following manner:

The half-century of gradual technological change (1910-1960) and the competitive product market composed of small, single-plant firms with non differentiated products and segmented specialization, created favorable conditions for industry unions to powerfully control working conditions within the autonomous printing centers. Locals were able to maintain high levels of unionization, avoid jurisdictional disputes, and obtain master contracts. These conditions shielded the labor market from the competitive pressures existing in the industry's product market.

This situation changed after 1960.

Three major factors prompted the transformation of the industry. First, innovations in platemaking, typesetting, and photocomposition transformed the composing room.1 None was more dramatic than photocomposition which extinguished the use of hot metal typesetting. Combined with video display terminals and optical character recognition, photocomposition could produce

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1 Technological changes did not alter the existing level of technology but only changed the mechanization within the present level.
2,000 line per minute compared to the 200 lines per hour under the system it replaced. Some scholars argue that these changes preceded 1960.2

Second, independent of technological change, owners restructured their organizations by increasing the average firm size, and by operating multi-plant (sometimes chain) facilities. In some instances, conglomerates acquired ownership of these businesses. Firm size increased by both internal growth and mergers and acquisitions, increasing the level of competition between firms and their power vis-a-vis unions. Plant closings only exacerbated these trends.

The third disruptive post-1960 change involved the movement of printing facilities, employees, and production out of the traditional printing centers. Between 1967-1972, there was rapid and pronounced relocation of firms to rural, suburban and southern areas. The relocation reflected population movement from the "rustbelt" states, improved transportation systems and, new, single-story facilities, built cheaply to the company's logistic specifications, often

2 Zimbalist (1979) argues that the last introduction of the linotype in 1966 did not destroy the printer's mental skill in arranging type and artwork. Beginning in the 1950s, industry employers gained some independence from craft skill with the wide-scale use of teletypesetting (TTS) machines. This machine's operator perforated a tape for wire transmission to other offices where they were used with linecasting machines. Although first used in the 1930s in a clumsy form, by the 1950s TTS machines substantially downgraded the operator's skills. However, TTS operation relied upon the printer for word-hyphenation and line justification. But when the computer debuted in newspaper offices in 1962, "the eventual extinction of all craft vestiges became a certainty" (p. 108). Photocomposition delivered the coup de gras to the printer's skill.

Wallace & Kalleberg (1982) studied the industry from 1931-1978 and show evidence that printers' skill levels declined because of the shift to more capital-intensive printing techniques discussed above. They argue that the forces of capital substitution began by the end of WW II. The social relations of production inspired large firms to alter their production process. For example, they argue that "As early as the 1930s, the strong entrenched system of job property rights in the industry limited capitalist jurisdiction in the workplace, especially with respect to using the wage mechanism to realize capital efficiencies. During the period following World War II, the availability of new technologies held the promise of completely bypassing traditional composing room functions in the newspaper industry" (p. 321).
with tax breaks to lure in business. Urban facilities were crowded, multi-story dwellings that too frequently impeded the smooth flow of production and distribution. Finally, but no less significant, these areas provided employers with a source of low-wage, nonunion labor, free from ITU (and other union) workrules (Geibel, 1980).

Geibel (1980, p. 143) describes the outcome of these swift changes upon the unions:

...the impact of the technological and structural changes in the industry combined to transform the labor market from a stable and balanced relationship between unions and employers into a competitive environment controlled by the pressures generated in the product market. Friction between unions, locals, employers and workers transformed the work situation. The long history of local autonomy and power, left workers and their unions poorly prepared and ill equipped to comprehend and adjust. The second revolution in the printing industry resulted in the loss of union power and thus workers and their unions became increasingly vulnerable to the uncontrolled pressures generated in the product market.³

In 1969 ITU membership began to decline because the new production technology required a continually lower level of operator skill.⁴ From 90,000 members in 1967, membership roles dropped to 89,000 in 1969, to 73,000 in 1975, and continued to fall to 43,000 by 1983. ITU membership declined as a proportion of the competitive labor market from 51% in 1970 to 21% by 1980. Commercial sector ITU membership declined by 14,000 over the same period.

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³ Besides a loss of membership for many of the industry's unions, including the ITU, strikes became more numerous and lasted longer. Most of these strikes involved the introduction of the new technology and the conditions of its use (Geibel, 1979 & 1980).

⁴ In terms of both the required number of years of apprenticeship training and a skill index, the numbers show a decline from the late 1950s through 1982. The same holds true in the nonunion commercial branch. For example, nonunion typesetting training declined from 6 years in 1958 to 1 year in 1978 (Scott, 1986).
Craftworkers, as a percent of the total typesetting labor market, declined from 75% to 47% between 1970 and 1980—three years after the first commercial introduction of CRT photocomposition. Along with the decline in skill levels came a decline in earnings relative to all manufacturing workers, evident after 1973 (Scott, 1986).

The ITU and other printing unions faced a bleak future by the 1980s. After two unsuccessful attempts to find a merger partner—the membership rejected a proposed merger with the Newspaper Guild in 1983 and one with the Teamsters in 1985—the ITU merged into the Communication Workers of North America (CWA) (since 10,000 ITU members resided in Canada) in January 1987. The ITU became the Printing, Publishing and Media Workers Sector within the CWA. Former ITU President Robert S. McMichen assumed the head of the "Sector" (Monthly Labor Review, February 1987). The long-illustrious history of the proud and once-powerful ITU had come to an end, absorbed in a multi-industry union of mostly service employees, traditionally telephone workers. The Columbus Typographical Union met a similar fate. Although not required under the ITU/CWA Merger Agreement to merge, dwindling membership led local union leaders, notably Gus Gassman, to seek a merger partner. After both Local 5 and CWA Local 4320 members voted affirmatively, the Columbus Typographical Union No. 5 became part of the CWA (telephone conversation with Gus Gassman, 1/31/94).

5 The merger agreement between the ITU and the CWA states that the purposes of the merger are "to combine services and resources for increased bargaining power and strengthen organizing efforts." The agreement also declares that all ITU Local Bylaws must be brought into compliance with the CWA Constitution by January 1, 1991 (Merger Agreement, CWA Training Department, 1988, in author's possession).

6 McMichen and his successors, including the current Sector President, William J. Boarman, will also become Vice President of the CWA and represent the Sector on the Executive Board (Merger Agreement, CWA Training Department, 1988, in author's possession).
The printing industry became very chaotic after 1960. It is very likely that the Columbus Typographical Union's grievance procedure reflected the industry's transformation as printers struggled to protect their highly valued situations. Today, local collective bargaining takes place on a shop-by-shop basis—more decentralized than it had historically been. The changed bargaining structure, in conjunction with the full effects of technological change, firm reorganization, and the Taft-Hartley Act, sets the stage for a follow-up investigation of "The Grievance Procedure Under Stress, 1960-1992."
CONCLUSION

This dissertation sought to bridge the literatures of industrial relations (IR) and labor history by tracing the evolution of the Columbus Typographical Union No. 5's grievance procedure from 1859-1959. Traditionally, IR scholars have studied the post-World War Two grievance procedure, often with a short-term, quantitative orientation. In doing so they have neglected an important aspect of understanding the modern grievance procedure—its origins and development. Labor historians, on the other hand, have not typically studied such narrow functions of union activity. To compensate for these shortcomings, the main purpose of this dissertation was to investigate the origin and development of a modern grievance procedure from a traditional historical and institutional perspective.

Part One of this study reviewed the literature of the rise of grievance arbitration in the United States and, more specifically, the development of formal workplace dispute resolution procedures in the anthracite coal and clothing industries. The advent of formal grievance procedures in these industries came about as a result of labor strife caused by horrific labor conditions and the inability of many workers, most of whom were immigrants, to earn a living wage. This fact is substantiated in the grievance records of both industries where wage-related issues made up a large majority of cases.

The great majority of employers in the anthracite coal and the clothing industries did not officially recognize unions. In the case of coal, even after the federal government helped to install a formal grievance procedure after 1902,
coal operators continued to deny the union formal recognition until the 1920s. To some degree, employee organization in this industry came to resemble employee representation plans. The IR system that developed in the garment trades during the first decade of the twentieth century served as a model for the New Deal system of industrial relations. According to Lichtenstein (1993), the system's key features included employer recognition of a strong and permanent union, a union commitment to industrial self-discipline, and the establishment of a quasi-judicial umpire system in charge of resolving outstanding workplace grievances. A constitutional form of government replaced an arbitrary system of labor relations. The parties preferred their arbitration system be governed by a set of principles as opposed to a rigid adherence to precedents.

The case of the Columbus printers differed from both the coal and clothing industries in a number of ways. First, the advent of the grievance procedure came about without severe labor conflict and without the assistance of outside parties. Second, printers voted on their peers' grievances. If the aggrieved printer desired, he or she could still appeal to higher levels in the process. Peer review assured workers a degree of industrial democracy that complemented the ITU's internal democracy. Cobble (1991) argues that waitress unions provided for some degree of peer review concerning on-the-job disputes, but most of her evidence points to interpersonal disputes and informal settlement of these problems; she does note that first-line supervisors belonged to the union. For the majority of unions and their grievance procedures, management and labor representatives worked jointly to settle particular cases. IR research has concentrated primarily on such formal, arms-length grievance procedures.
The industrial relations literature developed after the 1930s and focused its attention mainly on industrial unions. While contemporary grievance research has broadened its focus to include public sector, service, and nonunion grievance systems, this dissertation is the first of its kind to study the rise of a craft union's grievance procedure beginning in the mid-nineteenth century.

In order to understand the context in which the Columbus local functioned, Part Two discussed the nature of the compositor's job, the two distinct branches of the trade—newspaper and commercial—and the formation of the printers' work culture and customs. The ITU organized shops in both branches, but had greater success in the newspaper wing. The stability of newspaper operations, the perishability of the product, and the less important role of labor costs, enabled the ITU to thrive for many years. In contrast, the smaller commercial shops existed under financially precarious conditions. Low start-up costs and frequent business failures typified the branch. It was a matter of survival for many shop owners to minimize costs, including labor. Under these circumstances, employer hostility to the ITU was anything but a surprise.

This study then traced the rise of the National Typographical Union in 1852 (becoming the ITU in 1869) from a collection of many autonomous and geographically-dispersed locals across the country, to a centralized labor organization with a unique two-party internal government. The ITU's centralization occurred during the mid-1880s with, among other things, the development of a central strike fund.

This study then traced the development of the Columbus Typographical Union No. 5, from its rebirth in 1859 through the 1950s. The Columbus union was a relatively small and harmonious local. With the exception of a major strike
in 1860 and small, concentrated strikes in the commercial branch, the union and its employers co-existed harmoniously. The peaceful and cooperative relations in Columbus differed from some of the larger cities that experienced labor unrest as the ITU sought both recognition and shorter hours.

The city of Columbus was not a major industrial city nor did it have a large immigrant population like Cleveland or Cincinnati. In fact it was not until 1941, when the federal government helped build the Curtis-Wright aircraft plant, that industrial union locals like the United Steelworkers and the United Automobile Workers emerged on the scene. Until that time, the Columbus Typographical Union was the most important and influential union in the city.

The final section of Part Two investigated the rise of employers' associations, nationally and, to a lesser extent, locally. In some cases, national events involving these organizations affected local employer groups. When national events caused antagonisms between the ITU and the American Newspaper Publishers' Association or the United Typothetae of America, local associations sometimes assumed their parent body's hostility toward unions. However, the peaceful and cooperative relations that existed between the Local 5 and its employers moderated these sometimes hostile attitudes and, in the end, peace prevailed.

Over the course of the 100 years under investigation, a variety of institutions interacted in sometimes complex ways. To better appreciate the relationships that these institutions had to each other, it is necessary to identify the institutions and to describe how the grievance procedure related to them (See Appendix F).

At the national level operated the International Typographical Union (ITU), the American Newspaper Publishers' Association (ANPA), and the United
Typothetae of America (UTA). At the local level, each of these organizations had affiliated bodies. For example, the Columbus Typographical Union affiliated with the ITU; the Columbus Newspaper Publishers’ Association belonged to the ANPA; and the Columbus Union Employing Printers’ Association, the Columbus Typothetae and, later, the Printing Arts Association affiliated with either the UTA and other (unspecified) group. At the workplace level, only the union had a formal organization—the chapel. Foremen and plant managers, acting as individuals, represented employers. The Joint Standing Committees from both branches bridged the workplace and local levels. For the most part, their activities were limited. Finally, the institution of arbitration could be placed at the level of the joint bodies, although its operation was practically non-existent.

The ITU developed a system of work rules, codified into union laws and later collective agreements, that many scholars (see, for example, Selig Perlman (1928) Arthur Porter (1954), and Lipset et al. (1956)) touted as the epitome of job control unionism. Perlman went so far as to generalize the ITU’s philosophy of trade unionism to the entire American labor movement. These work rules, most notably rules covering hiring, firing, seniority (priority in the printer’s parlance), figured prominently in Local 5’s grievance procedure. Foremen were agents of the company, yet the ITU required them to be union members in order to ensure employers and fellow unionists upheld its laws. Foremen, in conjunction with the general laws and the closed shop, helped the ITU achieve institutional security. Grievances often arose in response to alleged illegal actions of foremen. But the grievance process remained internal to the union because, in effect, such disputes involved at least two members of the same union. Therefore, unlike contemporary grievance procedures, grievance settlement in the ITU, for many years, was an extension of union government —
and extremely democratic. Union foremen were rare among American unions, but could be found in all the major printing trades, in building unions and, for a while, in waitress unions.

Part Three methodically traces the development of the grievance procedure and comprises the heart of this dissertation. Three eras are examined. The first covers the years between 1859 and 1902. During this period, before the advent of collective bargaining in Columbus, there was no single method by which the parties settled grievances. A variety of temporary, ad hoc bodies adjusted grievances informally (see Appendix D). The first permanent local body, a standing committee of three, formed in 1870. But it was not until the union established the Executive Committee in 1885 that a significant change in the grievance process occurred. The Executive Committee played an important role in resolving formal, written grievances. (Chapel chairmen settled unwritten cases, but without a record of their total activities we are unsure of how they functioned.) The five-man Executive Committee decided, by majority vote, all grievances eventually appealed to the local union, the Joint Standing Committee, the ITU Executive Council, and to arbitration.

While the steps in the process could vary in the years before 1902, the grievance procedure afforded Columbus ITU members a unique form of industrial democracy. For example, at the levels of the chapel, Executive Committee, and the local union, members voted on their peer's grievances. If chapel members voted against the grievant, that person could appeal to the Executive Committee; from there, appeals went to the local union.

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1 Grievances proceeded from the chapel to the Executive Committee, and then to the local union. In some cases, for reasons unexplained, outstanding chapel disputes found their way to the local union before the Executive Committee.
While grievances are seemingly a local affair, ITU officers became more involved in local affairs beginning in the 1890s. In some cases, the local requested the advice of the ITU; but in others, such as the 1901 International Arbitration Agreement, the union felt intruded upon. The ITU's involvement in local affairs came about contemporaneously with its own push for centralization after 1885.

There was not a particular outstanding issue that brought ITU representatives to Columbus. This was also true of the grievance cases settled locally. Issues varied during the period before collective bargaining. The most frequent issues involved disputes over wages, hours, reproduction of matrices, the measurement of matter, and apprentices.

The creation of five International Arbitration Agreements between the ITU and the American Newspaper Publishers' Association (ANPA) in 1901, divided the ITU along political lines. The two organizations signed these pacts in response to some real and potential labor unrest caused by the introduction of the linotype in some of the larger cities. Conservatives within the ITU sought peaceful relations with publishers, while progressives preferred conflict (i.e., strike action) when necessary. The Columbus union did not want to be part of these agreements, preferring instead to settle differences with employers in a more problem-solving and cooperative manner. The parties' desire for cooperative, conciliatory relations was a legacy of an earlier printers' work culture in which the interests of masters and journeymen were one and the same. The essence of this culture found its way in to the local's 1859 constitution, and could also be seen in the NTU's and ITU's constitution. That this harmonious relationship prevailed in Columbus into the twentieth century could also be partially explained by the relatively small size of the city and the
lack of strong, anti-union employers' associations found in many of the larger cities.

This philosophy of cooperative relations was put to the test in the more competitive commercial branch of the trade around the turn of the century through the early 1920s during the ITU's push for shorter hours. The United Typothetae of America (UTA) was more belligerent than the ANPA in its approach to labor relations. Strikes took place in many cities over shorter hours, often with heavy losses to both sides. These battles polarized the ITU in terms of deciding the level of militancy appropriate to achieve its aims. It was difficult for the Columbus union to remain aloof from these battles. It assisted the ITU financially (although members protested the prolonging of one strike) and most often supported the incumbent party. For a short time it contended with the local UTA and, in 1906, went so far as to expel all master printers from the union. Some shops in the commercial branch took part in strikes for shorter hours when employers resisted. For the most part, however, owing to a history of cordial relations and circumstance (i.e., signing labor contracts providing for shorter hours before the outbreak of national strikes), labor relations continued without major interruptions. National events did alter contractual language and procedures for the resolution of grievances although, in actual practice, local traditions prevailed.

For example, the parties rarely resorted to arbitration proceedings and the Joint Standing Committee. When the parties enacted arbitration proceedings, they did so exclusively in the newspaper branch, and without a neutral third-party. Moreover, the Denver Decision (1913), giving employers more control in discharge cases (as permitted by the conservative party of ITU President James Lynch, also responsible for the arbitration agreements), was
not used in Columbus. As these cases demonstrate, researchers must recognize that relying solely on the language of both the labor agreement and the union's laws and rules can be extremely misleading. Despite the ITU's incursion into local affairs, the Columbus union and its employers adopted an approach to labor relations that reflected their own needs. They were not powerful enough to affect national events, but they often successfully resisted changes that would have upset their ability to practice peaceful industrial relations.

During the second period under study, between 1903-1939, the range of grievances narrowed. The union recorded disputes related to priority, discharge, ITU overtime law, and wage and hour with greater frequency. Greater ITU involvement in local grievance handling took place after 1900, and especially after 1920. The ITU's Executive Council acted as an arbitration board for outstanding cases proceeding through the union's "internal" grievance procedure. While only 4 cases reached its dockets before 1920, 6 cases reached this body during the 1920s, and 12 did so during the 1930s. These cases, originating solely within the newspaper branch, focused exclusively on priority, discharge, and ITU overtime law. Combined, these cases reveal how important it was for the union (and its members) to control the job, especially when regular situations became scarce in newspaper offices.

Compared to the larger, more stable and capital intensive newspaper shops, the more competitive commercial branch, to some degree, differed in the nature of grievance issues, and also experienced advances in industrial relations at a later date. Not surprisingly, wage and hour violations were more problematic in these smaller shops. Priority and the exchange of matrices were exclusive to newspaper offices, while discharge and ITU overtime grievances,
except those heard by the ITU Executive Council, affected both branches. The
parties sent no commercial disputes to the Joint Standing Committee, although
joint bodies heard only a small number in the newspaper branch. This
evidence, once more, shows the parties' preference for conciliatory methods; it
also shows that the union maintained virtual control over the process, while
guaranteeing employers careful consideration (usually via foremen) of their
position.

The cases decided by the ITU Executive Council during this period were
extremely important to the evolution of the local's grievance procedure. The
Executive Council's actions created a common law of typographical
workplaces. Cases decided by the council and published in the Bulletin, a
monthly report, disseminated across the ITU's jurisdiction into locals large and
small. Local union officers, including those in Columbus, referred to Bulletin
reports in preparing cases for appeal, either to the ITU or to arbitration.
Transcripts of Columbus cases reveal the use of such precedents, sometimes
from decades prior, as part of the parties' appeal to both the ITU and to the local
Executive Committee. In fact with the exception of one case involving vacations
and ITU overtime (Gassman v. No. 5, #9951-E, 1955), all other cases supported
by precedents involved priority. This finding further supports both Perlman's
(1928) and Porter's (1954) discussion on the importance of job property rights.

Along with the rise of collective bargaining after 1902, a dual grievance
procedure emerged. Some grievance issues could be decided jointly or by
arbitration, if the parties reached an impasse. This "external" grievance
procedure complemented the ITU's internal procedure, which dealt with issues
related to ITU General Laws. Through 1939, the grievance procedure largely
remained in union control. This did not mean that the union did not bend its
rules to accommodate the needs of employers. To the contrary, throughout the
union's first 100 years, it altered its otherwise rigid work rules to meet the needs
of employers in both branches under peculiar circumstances. The union's
flexibility helps to dispel the myth that unions, especially craft organizations, are
extremely inflexible. It is more appropriate to view the tenor and history of the
relationship as a stronger causal factor than work rules themselves.

The period after 1940 marked another era in the development of the
grievance procedure, and the final one under investigation. This period was
one in which the tenor of local labor relations became more adversarial. Three
important grievance incidents reveal a changed pattern in labor relations and
grievance settlement. The first case, involving a typical discharge case in a
newspaper office, related to the employer's participation in the process. Prior to
this case in 1940-1941, the employer had virtually abdicated its role in resolving
discharge cases. Throughout the ITU's jurisdiction there were variations in
discharge procedures such that by 1940, it was not uncommon for employers to
request a joint conference. For example, Peterson (1940) argues that by 1940,
about one-half of all ITU contracts required discharge cases to be appealed to
joint bodies instead of the ITU. The parties in Columbus provided for employer
involvement in discharge grievances in the 1937 newspaper contract. About
four years later, employers sought to exercise their contractual rights in this
regard. ITU officers, when solicited by the local for an opinion in this case, sided
with the employer group and the joint settlement of discharge disputes.

A second sign of changed relations involved greater Joint Standing
Committee activities, including cases involving commercial printers. Prior to
1941, neither the Joint Standing Committee nor the ITU adjusted commercial
cases. After 1940, the Commercial Joint Standing Committee handled more
cases in both absolute and proportional numbers than in the previous era (1902-1939). In 1941 commercial owners, acting as plaintiffs, sent two appeals to the ITU Executive Council. Although the employers lost both cases, the fact that they served as plaintiffs suggests a change in how employers interpreted their role in the grievance procedure; no longer were they willing in every case to permit the foreman to handle cases exclusively.

The third incident that represented a shift in long-standing industrial relations practices in Columbus involved the first labor arbitration case requiring a neutral third-party. Before 1902, the parties settled all potential arbitration cases by conciliation. Moreover, between 1920 and 1957, the parties did not enact a single arbitration proceeding. In sum, while the union continued to bend rules to assist employers, and while the parties generally worked together to resolve problems short of strikes and unrest, after 1941 there were signs that the relationship in Columbus had shifted toward a more formal, arms-length one. The change came to resemble industrial relations practices in the larger industrial unions.

From 1940-1959 a core group of enduring cases persisted. For example, priority and discharge cases were the most common, followed by wage and hour and ITU overtime law violations. Cases related to priority, discharge, and ITU overtime highlight the importance of the job—a "job consciousness"—to ITU members. Increasingly after 1920, good, stable jobs became scarce in the newspaper branch, while commercial shops experienced too much flux to guarantee union printers stable positions (Maradie, 1984). Differences between the branches showed up again in the nature of grievances. For example, disputes concerning priority, vacations, and ITU overtime were more common in newspaper offices. The commercial branch witnessed more cases involving
sanitation and jurisdictional claims. Only transfer disputes fell exclusively within the newspaper branch, while sanitation problems arose only at the commercial shop of F. J. Heer Company. Cases heard by the ITU Executive Council were similar to those of the period before 1939. Priority, discharge, and ITU overtime violations comprised about 70% of the cases, while newer issues such as vacation and call-backs emerged.

Although there is evidence indicating a shift to a more formal and less problem-solving approach to labor relations after 1940, traditions did not completely die. The union still played a major role in grievance settlement, especially through the offices of the local Executive Committee. Local 5, as it did in the past, bent its rules to accommodate employers in trying times. However, there is no doubt that a new era in labor relations was dawning in Columbus. The passage of the Taft-Hartley Act, the conservative political climate in America after WW II, the growth of industrial unionism in Columbus, and other events involving the ITU would play a role after 1960 in changing once more the way the parties adjusted grievances. Exactly how factors affected the grievance procedure awaits another study of the grievance procedure under stress.

**Implications for Future Research**

Where most academic research on grievance procedures has concentrated on the years during and after the mid-1930s, this dissertation takes a much longer view. To understand more completely how grievance procedure arose, more historical studies of both craft and industrial unions and in nonunion firms are necessary. However, this study raises some useful research-oriented and practical considerations.
First, events far removed from the workplace affected the development of the grievance procedure, although not always directly or immediately. Some examples include ITU relations with national employers' associations, which led to changes in general laws and the advent of collective labor agreements, and the 1947 Taft-Hartley Act. The local felt the act's effects in the years after 1960; in other cities such as Chicago, the union felt the impact of the Taft-Hartley Act more immediately. In general, most contemporary studies on the grievance procedure are either cross-sectional or, if longitudinal, cover short periods of time. Consequently, they are not able to capture the many events, both internal and external to the industry, that affect the grievance procedure.

Second, this study has also highlighted the importance of not relying strictly on written union documents such as constitutions, laws, labor agreements, etc. Had this study relied exclusively on these sources, its conclusions would have been distorted. For example, the local parties never implemented the Denver Decision to any significant degree (if at all) in Columbus. Similarly, the processing of grievances through joint bodies and arbitration, while written into contracts as early as 1902, was a rare occurrence in Columbus for most of the first 100 years of the local's history.

Third, most studies of ITU locals have focused on the larger cities like New York (Lipset et al., 1956) and Chicago (Fagan, 1930); and in Canada, Toronto (Zerker, 1982). This dissertation investigated the inner-workings of a smaller typographical union. Further, in addition to differences in the development of dispute resolution mechanisms across cities, this study found differences in the evolution of the grievance procedure between branches of the trade, which some of the earlier works failed to uncover (for example, Barnett,
One avenue for future research is to examine the factors that account for such differences. National unions may be better able to assist locals (or leave them independent) in processing grievances depending on the size and/or the type of jurisdiction within which the local operates.

Another fruitful avenue of research is additional studies of craft union dispute resolution procedures. Attention to this date has focused upon larger industrial unions. However, craft unions are older and have a history of settling workplace disputes that is largely untapped by researchers. Because the experience of the Columbus local revealed a distaste for arbitration and work stoppages, its history and lessons could help current practitioners develop cooperative grievance systems that complement labor-management cooperation schemes becoming increasingly more popular.3

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2 Around 1970 the ITU put out a document entitled "A Basic Guide on Grievance Procedures Including Arbitration." Signed by President John Pilch, the brochure informed union officers of the changes that had taken place since "the good old days," when the settlement of grievances was a "comparatively simple matter." Changes such as the Taft-Hartley Act, managements' use of labor relations "experts," and the lack of foreman authority in the shop altered the grievance procedure, including arbitration.

One of the more interesting parts of this booklet is the section dealing with grievance processing. It begins by noting that "Few of our contracts spell out the various steps to be taken when a grievance arises, but as a general rule it begins with a meeting between the chapel chairman and the foreman" (p. 9). It continues the process to step two where the local union president will either meet with either the foreman, superintendent, the labor relations expert, or the employer himself. Failing an agreement at this level, the case usually proceeds to the Joint Standing Committee and, finally if unresolved, to arbitration.

These steps do not reflect the historical reality of the Columbus experience, unless these steps were instituted after 1960. It is possible that the ITU developed these procedures from a "typical" local's experience. Whatever the explanation, it is safe to argue that even by 1970, there was still variation in the way grievances were adjusted at the local level.

3 For a recent review of the grievance literature and a treatment of how the grievance procedure can be used as part of labor-management cooperation programs, see Michael Duane's (1993) "The Grievance Process in Labor-Management Cooperation."
Although the relationship in the printing industry may be unique from other labor relationships, empirical studies indicate that a smooth-functioning grievance procedure can have beneficial outcomes for organizations (see Mishel & Voos, 1992). Training supervisors, stewards, and employees to facilitate a more cooperative and problem-solving approach may be useful. Moreover, peer review may not be so unpalatable to employers, especially where they organize work by teams, and/or have reduced levels of supervision. In fact peer review of grievances coupled with employer involvement at higher levels in the process can work to ensure fairness to all parties, while granting some degree of industrial democracy to employees. This system of peer review may also be applicable in nonunion organizations. Whether peer review operates in union or nonunion settings, the parties must have their respective interests met. As unions and employers struggle to redefine each other's roles in the workplace of the future, a history lesson from Columbus may be a practical guide. While there are some practical implications from this dissertation, there are those persons who doubt the relevancy of any historical work.

Should such people question the importance of this or any other historical study, I suggest they give thought to the following statement written by the historian Bruce Kuklick (1991) regarding the larger significance of his urban history of the Philadelphia Athletics and their baseball stadium, Shibe Park:

Who cares? Who will remember? I want to answer these questions by suggesting that seeking larger issues in history or threads of continuity with the present is not necessarily all important. There is something to be said for memorial and remembrance of a world we have lost (p.7).

Studying the printers of Columbus afforded me the opportunity to re-create a part of the city's past that might have otherwise gone unrecorded. In doing so, I
have also attempted to make the past relevant to contemporary IR researchers and practitioners. Given the importance of the grievance procedure in unionized settings, and the increasing use of dispute systems in nonunion workplaces, this study attempted to connect the past to the present in a meaningful way.
APPENDIX A

International Typographical Union
Membership Figures 1891-1959
APPENDIX B

Columbus Typographical Union No. 5
Membership Figures 1891-1959
## APPENDIX C

### MEMBERSHIP FIGURES:
ITU AND LOCAL NO. 5,
1891-1959

<table>
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<th>YEAR</th>
<th>ITU AVERAGE PER CAPITA</th>
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APPENDIX D

GRIEVANCE TIMELINE: SIGNIFICANT EVENTS IN THE EVOLUTION OF LOCAL NO. 5'S GRIEVANCE PROCEDURE

1859: Columbus Typographical Union No. 5 is reborn; originally formed either in 1832 or 1839.

1861: First written grievance filed against B. Kiern for working below scale; second recorded case filed against shop of Harris & Hurd.

1862: Temporary committees of three form (and soon disband) to resolve grievances; these committees last until 1871.

1863: Standing Committees form at 7 shops; they do not handle written complaints until 1871.

1868: Permanent Standing Committee of Three made official.

1871: Standing Committee of Three handles first case.

1876: Secret Committee of Five investigates trouble at the Statesman.

1885: Executive Committee forms; plays important role in grievance processing henceforth.

1886: ITU officers become involved in local grievance handling for first time in a plate matter dispute.

1894: Linotypes introduced in newspaper offices. Unlike other cities, no major grievances are filed in response. Parties construct new machine price scale.

1896: Local union amends constitution making chapel chairmen even more responsible for reporting violations of ITU law to union.

1898: ITU Organizer Vollis reports to Columbus to investigate "cooperative plan" established at the shop of Hann & Adair. Henceforth, and in conjunction with the process of bureaucratization, ITU becomes increasingly more involved in local affairs, including dispute settlement.

1901: ITU and American Newspaper Publishers' Association sign first of five international arbitration agreements. Pacts are in response to labor troubles in certain cities owing to the introduction of linotype machines. The Columbus local prefers local autonomy and is not enthusiastic about these pacts.

1902: Local 5 and the Columbus Newspaper Publisher's Association sign first collective labor agreement. Reference is made to the joint resolution of certain disputes (and arbitration), although it is rarely used.

1903: Local 5 and the Union Employing Printers' Association sign first commercial labor agreement, which also provides language for the joint resolution of disputes; in practice, however, joint agencies do not form until after 1940.

1904: ITU Executive Council hears first grievance appeal originating from Columbus local.
1905: Local 5 involved in first local arbitration case with the management of the Press-Post. It is the local's philosophy to avoid arbitration in favor of conciliatory approaches. As a result, no neutral decides a case until 1957.

1908: Denver Decision (from international arbitration newspaper agreement) passed at ITU Convention but takes effect in 1913. Employers do not have to comply with local's order of reinstatement but are responsible for lost wages if higher tribunals reinstate. Repealed in 1922, reinstated in 1925, and repealed again in 1926. Thereafter, local contractual language determined the process. The effects of these shifts not felt in Columbus because of long-standing conciliatory practices.

1909: Sanitation Committee forms and makes first report. It is active through 1911.

1914: Newspaper Joint Standing Committee records its first of few meetings.

1930: Unemployment Committee forms to share work among local members. Grievances arise over some members' failure to give out overtime.

1940-41: Commercial labor contract sets aside separate section for the workings of the Commercial Joint Standing Committee.

1941: Ralph Staldor discharge case causes much controversy in terms of process. Upshot is that an employer can demand a discharge case to be heard through joint agency. Prior to this, despite a 1937 contractual right granting employers the right to be part of the decision, discharge disputes are an internal union affair.

1941: ITU Executive Council hears two cases involving Columbus commercial shops. In both cases the employers served as plaintiffs (instead of their foremen); in both cases the ITU upheld the local union's claim.

1941: Apprenticeship Committee (b. ?) becomes more involved as wartime conditions upset the apprentice labor market. Joint Apprentice Committee works to resolve matters of mutual concern beginning in 1949.

1957: First local arbitration decided by a neutral in local's history. This case symbolizes the weakening of traditional cooperative and problem-solving approach to labor relations as practiced for one hundred years.

1959: Columbus Typographical Union celebrates its 100th Anniversary at The Ohio State University.
# APPENDIX E

**GRIEVANCE APPEALED TO THE ITU EXECUTIVE COUNCIL**

<table>
<thead>
<tr>
<th>CASE</th>
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<th>YEAR</th>
<th>OUTCOME</th>
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<td>McDonald v. No. 5</td>
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<td>Berry et al. v. No. 5</td>
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<td>Dispatch</td>
<td>1913</td>
<td>Appeal denied; members fined</td>
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<td>J. Johnson &amp; Willoth v. No 5 (3935-E)</td>
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<td>Appeal denied; overtime canceled; refer to Wooster(2320-E), 1917 and Indianapolis(2109-E), 1915</td>
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<td>J. Johnson v. No. 5 (4147-E)</td>
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<td>No decision; refer to Winnipeg(4408-E), 1925</td>
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<td>Lamb v. No. 5 (4514-E)</td>
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<td>Koetz v. No. 5 (4789-E)</td>
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<td>Young v. No. 5 (4943-E)</td>
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<td>1931</td>
<td>Priority upheld; pay for lost time denied; refer to St. Louis (4717-E), 1929</td>
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<td>Tessier v. No. 5 (5741-E)</td>
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<td>Journal</td>
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<td>Foreman Tessier's discharge upheld; jumping reversed</td>
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<td>Sustained; refer to Waco(4153), Tulsa(3864), &amp; San Francisco(4007), n.d</td>
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<td>Mc Ghee v. No. 5 (6393-E)</td>
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<td>J. Johnson v. No. 5 (9275-E)</td>
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<td>(10066-E) reconsidered</td>
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<td>Stein et al. v. No. 5 (10118-E)</td>
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<td>Nairn et al. v. No. 5</td>
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<td>Bangert v. No. 5 (10178-E)</td>
<td>Contract violation</td>
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<td>1957</td>
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<td>Raxworthy &amp; Brown v. No. 5 (10536-E)</td>
<td>Discipline</td>
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<td>Stevens v. No. 5 (10548-E)</td>
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<td>Dennis v. No. 5 (10518-E)</td>
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<td>Moore v. No. 5 (10613-E)</td>
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<td>Moore v. No. 5 (10847-E)</td>
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## APPENDIX F
### INSTITUTIONAL RELATIONSHIPS

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ITU = International Typographical Union  
ANPA = American Newspaper Publishers' Association  
UTA = United Typothetae of America  
LOCAL NO. 5 = Columbus Typographical Union No. 5  
CNPA = Columbus Newspaper Publishers' Association  
CUEPA = Columbus Union Employing Printers Association  
CT = Columbus Typothetae  
JSC = Joint Standing Committee (Newspaper and Commercial)
BIBLIOGRAPHY

PRIMARY SOURCES

MSS 125, Columbus Typographical Union No. 5. Ohio Historical Society.¹


Bulletin. (various dates).

Census of Franklin County/Columbus. (1870).

Columbus City Directory. (various dates). R.L. Polk. Columbus, Ohio.

Columbus, Ohio: Industrially and Commercially. (1915). Columbus, OH: The Columbus Chamber of Commerce.


Typographical Journal. (various dates). Indianapolis, IN and Colorado Springs, CO.

United States Census. (12th census of 1900; 14th Census of 1920).

¹ In general this collection contains the local's administrative and financial records from 1859-1973. For the purposes of this dissertation, the most pertinent sources of information included the following: minutes, grievance files, labor agreements, executive committee decisions, dues ledgers, correspondence, and anniversary souvenirs. Since the writing of this dissertation, additional materials have been donated to the collection, most of which is unprocessed.


SECONDARY SOURCES


The Columbus Trades and Labor Assembly. (1895). History of trades unions of Columbus. Columbus, OH.


