

Self-regulation, Not Repression

Mass media practitioners received mixed reviews for their coverage of the December Coup. Both the praise and criticism have been, however, exaggerated, tending to either glorify media practitioners as heroes of the hour, or to condemn them as demagogues.

The truth is, perhaps, somewhere in between.

There is no denying the courage and professional commitment of individual broadcasters, reporters, photographers, and cameramen who covered the coup attempt, often at the risk of their own lives.

There is no denying either that some media practitioners, in both print and broadcast journalism, went beyond their duty to report the news and give fair comment. Some became unwitting purveyors of disinformation and lies as a consequence of their failure to check sources and verify rumors. Still others, moved by their political biases, deliberately disseminated false information in an effort to influence the outcome of events.

Both deserve condemnation for their lack of professionalism, and their criminal misuse of mass media in the service of narrow partisan ends, and in violation of media's basic commitment to public interest.

Their lapses must be recognized by media itself -- which has the ultimate responsibility of seeing to it that these are minimized -- as well as by the public the media serves.

In saying this, we are moved by one realization: the corrective mechanisms media need can come only from within the profession, as well as the public, and not from government.

The closing down of radio and TV stations, as well as newspapers -- an option government is being increasingly tempted to take, and which it has, in fact, taken in the case of at least two radio stations -- will not lead to improved professional and ethical standards: nay, only to a uniformity destructive of the free flow of information, and, therefore, of the people's democratic aspirations.

This was a fundamental lesson from the martial law experience, of which both the government and the people need no reminder.

Yet, media are once more in danger of being a major casualty of the unresolved crisis, as they were during the Marcos period. We reiterate that media repression will not serve the end of defending any avowedly democratic government, nor the interest of the public that government is committed to serve and protect.

Now, therefore, on the one hand, we call on President Aquino, her military advisers, Congress, Judiciary, and on such government agencies as the National Telecommunications

Commission, to reconsider the policy of muzzling the press. We urge them to recall the martial law experience, and realize that repression inevitably breeds resistance.

While we grant that some abuse of press freedom did occur during the December Coup, we submit that government cannot deny some their freedom, and yet allow others to enjoy it. Media repression, no matter how selective, will inevitably lead to general repression.

We submit further that government, even in the present crisis, has other options. It has, for example, its own media facilities which it can use to counter the disinformation and falsehoods it claims are being disseminated by pro-rebel privately-controlled media organizations. The maximal use of these facilities, together with the still immense influence of government over majority of broadcast and print media, can, in fact, overwhelm pro-rebel media organizations without the President's having to resort to such extraordinary measures as the closure of media establishments.

Government is not so bereft of resources that it has to fall back on the methods of dictatorship to address its perceived problems with media. We urge government to utilize these resources in combatting the present threats to it, rather than imperil the rights of the people and its own future viability.

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Summary Proposed Agreement between The United States and the Republic of the Philippines

Ownership Transfer of the Subic Bay Ship Repair Facility in exchange for Lease Extension on Remainder of the Subic Bay Naval Base (sic)

I. The United States would:

A. Convey all remaining assets of the Subic Bay Ship Repair Facility (SRF) to a new Philippine company with stock owned 30 percent by the Philippine government and 70 percent by the Employee Stock Ownership Plan (ESOP) participated in by Filipino employees of the SRF (sic). Assets to include but not limited (sic) to all drydocks, other movable facilities and equipment, tools, supplies, inventory, non confidential drawings, personnel records of Filipinos and other records of all types presently associated with the SRF facilities, work and workforce (sic). Note that all real property is already scheduled to convey (sic) to the Philippines at the expiration of the current lease in 1991.

B. Reassign all Americans currently employed by the SRF to non-SRF positions.

C. Enter into a contract with the new Filipino Subic Bay SRF Corporation to exclusively perform ship repair and alteration work for a ten year period on non-nuclear US Navy ships stationed in the Philippines. The amount of work will be adequate to employ the existing SRF workforce of 4,000 employees.

Inspection sign-off and contract administration would be conducted by a newly created Subic Bay Supervisor of Shipbuilding, Conversion and Repair, US Navy, staffed by US Navy personnel (sic).

The type of contract would be similar to cost plus award fee US phased maintenance contracts with 30 percent base fee and 70 percent award fee based on performance to the criteria of cost, schedule, and quality (sic).

D. Provide a 40 million-dollar no interest loan to the ESOP of the new SRF corporation, repayable in equal installments over 10 years, for the purpose of funding initial working capital and start-up, including technology transfer and management training.

E. Provide access to the Navy Supply System through NSC Subic Bay by the new Filipino SRF Corporation (sic).

II. The Republic of the Philippines would extend the lease of the non-SRF Subic Bay Base facilities to the US for a reasonable amount and under mutually acceptable terms and conditions.

III. The new Filipino SRF Corporation would:

A. Acquire the following through technology transfer from Metro Machine Corp., a most competent privately owned US Navy ship repair shipyard:

1. Management systems, including written procedures, computer hardware/software, and consulting services (sic) during implementation for: ,

- a. Work specification preparation;
 - b. Material sourcing, ordering, expediting, receiving, storage and disbursing;
 - c. Production scheduling, progressing and expediting;
 - d. Subcontract administration and progressing;
 - e. Quality assurance, including documentation, certifications, process control, inspections and tests.
 - f. Finance, including payroll, accounts payable, general ledger, balance sheet, estimating and budgeting;
 - g. Security requirements in accordance with Industrial Security Manual DOD 5220.22-M.
2. All process control procedures required for US Navy ship repair including but not limited to MIL-45208A inspection, non-destructive testing, calibration, welding, brazing, asbestos handling, painting, flushing, connectorization, precautions during hot work and tank work, etc..
 3. Procedures for legally implementing and administering Employee Stock Ownership and procedures for securing maximum employee participation in management decisions while maintaining management control.
 4. Procedures for training disadvantaged unskilled individuals to become production shipyard workers.
- B. Acquire the services of Metro Machine Corp. to assist in management selection to fill, with Filipinos, those Subic Bay SRF management positions previously held by military and civilian Americans (sic).
- C. Acquire the services of Metro Machine Corp. to provide on-the-job training of a management team comprised of the 60 to 100 Filipino candidates for the SRF positions previously held by Americans. This on-the-job training will be conducted over a twelve to eighteen month period (sic) at Metro's maintenance shipyard in Norfolk, Virginia, during its regular maintenance and alteration of US Navy ships. Trainees will be assigned senior management positions which shadow (sic) Metro senior management positions.
- D. Enter into an agreement with Metro Machine Corporation to provide Metro senior managers for consulting services as required to troubleshoot any future management problems which develop within the Filipino Subic Bay SRF Corporation which are beyond the current expertise of senior Filipino managers (sic). These consulting (sic) services will be provided at the Subic Bay SRF if appropriate.
- E. Establish a Board of Directors comprised of the Commander US Facility Subic Bay (sic), President of Filipino Subic Bay SRF Corporation, President of Metro Machine Corp., Subic Bay SRF ESOP Trustee and an elected representative of the Filipino Subic Bay SRF employee group.
- F. Agree to abide by the requirement of the US Federal Acquisition Regulations (FAR) in all contracts with the US Navy.
- G. Agree to give absolute priority of facilities and manpower to all US Navy contracts (sic).
- H. Agree to amortize start up costs over a ten year period (sic).

IV. Metro Machine Corporation would agree to contract with the new Filipino Subic Bay SRF Corporation to provide the technology transfer, management training and consulting services described in III above (sic).

V. Advantages of Proposed Agreement

A. The proposed agreement directly addresses the issues of national pride and independence contributing to the political pressures being applied to the elected Government of the Philippines to cancel the base leases after 1991 (sic). It can therefore be used as a vehicle by President Aquino to negotiate an equitable lease on the non-SRF portion of the Subic Bay Naval Base.

B. The logistic support provided to the US Navy by the non-SRF portion of the Subic Bay Naval Base is indispensable and is strategically irreplaceable at any cost. However, the mooring and ship repair services of the SRF can be provided as adequately by a Filipino managed shipyard as by a US Navy managed shipyard as long as:

1. That Filipino shipyard has management systems, process control procedures, management training and on going (sic) senior management consulting services provided by a most competent US private sector US Navy ship repair shipyard (sic).

2. That Filipino shipyard guarantees first priority of manpower and facilities to US Navy contracts (sic).

3. That Filipino shipyard has a competent workforce (sic). (Note that the Subic Bay has always exclusively employed Filipinos for all lower level management positions, professional positions, and production worker positions.)

4. Filipino shipyard continues to be financially strong as it would under this proposal (sic).

C. The value of the SRF drydocks, other movable facilities and equipment, tools, supplies, drawings, records, etc. which would be conveyed to the Philippines as part of the transaction is inconsequential compared to the cost of reestablishing the entire Subic Bay complex elsewhere (sic). (Notwithstanding the devastating loss in US Navy capability which would result from such a move - sic)

D. Whatever increased costs were incurred by virtue of paying a profit to the Filipino Subic Bay Shipyard Corporation would be more than offset by the savings from replacing Subic Bay SRF American managers on TDY with much lower paid Filipino residents and the savings from not having to lease the real property of the SRF after 1991 when the current lease expires (sic). When, in addition, the significant cost of transporting the fleet to a more remote repair location with higher wage rates is considered, the long term cost savings under the proposed agreement are very significant (sic).

E. The 40 million dollar no interest loan for initial capitalization of the Filipino Subic Bay SRF Corporation would be paid back in full within ten years reinforcing the pride of the Filipino people and increasing the political appeal of the proposed agreement in the US (sic).

F. Using Metro Machine Corp., a privately owned Hampton Roads, Virginia shipyard for support of the new Filipino Subic Bay SRF Corporation has several advantages including (sic):

1. Over 40,000 Filipino/Americans reside in Hampton Roads who are available to provide hospitality to management trainees and, in addition assist in building political support for the proposal both in the US and the Philippines (sic).

2. An East Coast shipyard is more likely to give unqualified support to this proposed approach than a West Coast shipyard which might be reluctant to support US Navy ship repair workload being assigned to Subic Bay (sic).

3. The corporate structure of a privately owned American shipyard is much closer to that most appropriate privately owned Filipino shipyard than that of a Naval shipyard (sic).

G. The existing US Navy operated Subic Bay SRF pays considerably higher wage rates than generally available in non-US base facilities. These high wages induce many Filipinos with excess qualifications (sic) to take SRF positions. The training of disadvantaged Filipinos which is a part of this program would gradually displace these talented individuals to other sectors of the Philippine economy where they are needed more and replace them with others in dire need of employment (sic). This should build popular support for this proposal and facilitate other base negotiations.

H. The employee ownership of the new Filipino Subic Bay SRF Corporation to be implemented as part of this proposal will be immensely popular with the Filipinos and will facilitate President Aquino's base negotiations with the US.

I. The precedent exists for a private ship repair facility which requires access through a Naval Base as would the Filipino Subic Bay SRF (sic). Mayport, Florida has a similar situation (sic).

J. While Naval shipyards at Subic Bay and Charleston are located within Naval Base premises, this is not the norm. Long Beach, Puget Sound, Norfolk, Philadelphia and Portsmouth NH Naval stations are in locations totally separate from Naval bases and for most purposes are organizationally independent. All private shipyards, in the US repairing US Navy ships are, of course, organizationally independent of Naval stations. Therefore, a Filipino Subic Bay SRF independent of the Subic Bay Naval Station would be consistent with the norm.

K. One of Metro Machine's senior managers (Controller) who has been in that position for 12 years is a Filipino (sic)/American. Metro is therefore in a position to incorporate cultural differences while implementing the training program for senior managers of the new Filipino Subic Bay SRF corporation (sic).

L. Considering the US Navy's interests only, it is most desirable to have no change from the status quo at the Subic Bay Naval Base (sic). However, based on the population realities (sic) in the Philippines, some change is inevitable with a possibility for significant undesirable change if progress is not made addressing all of the complex issues (sic). This proposal addresses most of those issues and minimizes the impact of these political realities on the US Navy (sic). There is a realistic possibility that, if this proposal is agreed upon, the US Navy will experience no negative impact (sic).